

COMMISSIONER MEETINGS

**All meetings take place in the Commissioners Conference Room (3107)
located in the Stillwater Building @ 316 North 26th Street (3rd Floor)
and are open to the public unless otherwise noted**

WEDNESDAY - MAY 7, 2025

8:45 Calendar

9:00 COMMISSIONERS DISCUSSION

PLEDGE

DEPARTMENTS

1. **Lyndon Scheveck** - Memorial Race Safety Plan
2. **Finance** -
 - a. CAB Directory-Information Display
 - b. Skybox Leases and Discussion of Code of Conduct

COMMISSIONERS

1. Commissioner Board Reports

PUBLIC COMMENTS ON COUNTY BUSINESS

CLOSED: Stone, Litigation

B.O.C.C Wednesday Discussion

1.

Meeting Date: 05/07/2025

Title: Memorial Race Safety Plan

Submitted By: Erika Guy

TOPIC:

Lyndon Scheveck - Memorial Race Safety Plan

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Discuss

Attachments

Memorial Race Safety Plan

Letter 1.3.25

Safety Plan for Speed Contest in Yellowstone County

Objective: To ensure a safe environment for all participants, spectators, and personnel involved in a speed contest held in Yellowstone County, Montana.

1. General Safety Protocols

Event Registration: All participants must register before the event, providing personal information, emergency contacts, and a waiver form acknowledging the risks associated with speed contest.

Licensing and Vehicle Eligibility:

- All drivers must hold a valid driver's license.
- Vehicles must be inspected and certified as race-ready by a qualified official.
- All vehicles should comply with the regulations and requirements for safety equipment, including battery hold down, helmets, proper seat belts, anti-freeze overflow tank, appropriate tires, etc.
- Safety Equipment: Vehicles must be equipped with necessary items to pass tech inspection.
- Spectators must stay behind designated barriers or fences.
- Drivers and pit crew must have a wrist band visible at all times.

Runway Evacuation Plan:

- Evacuation plan will be detailed in the drivers meeting with outlined example, before racing starts.
- Racing will be shutdown until the area is clear and deemed safe to run again.
- In the event, during a brake malfunction, there is a 1/4 mile immediately after the finish line for your car to slow down in a safe manner

2. Track Setup and Design

Runway Preparation:

- Molt Road and Buffalo Trail will be inspected and cleared of any debris, obstacles, or hazards prior to the event.
- A 1/8-mile drag strip will be clearly marked on the road with proper lane designations.

- There will be caution cones signifying the start, end, and indication of the turn exiting the runway.

Safety Zones:

- A minimum of 100 feet of clear area before and after the starting line should be designated for acceleration and deceleration.
- Emergency response vehicles (fire truck, ambulances, etc.) will be onsite to respond quickly in case of an emergency.

Fencing and Barriers:

- Spectators cannot be on the track after the starting line. This is to protect spectators from the potential of vehicle loss of control.
- Spectators must be located at least 100 feet away from the track in all areas except designated seating areas.

Communication:

- Two-way radios will be provided to event organizers, race officials, and emergency responders to ensure smooth communication.

3. Event Personnel and Responsibilities

Race Officials:

- A team of race officials will be responsible for starting and timing the races, inspecting vehicles, and enforcing all safety protocols.

Medical and Emergency Response:

- EMS, Sheriff Deputies, and the Fire Department will be on-site at all times.
- Emergency responders will be trained and equipped to deal with potential accidents, fires, and medical emergencies.

Fire Safety:

- Fire extinguishers will be stationed at the starting line and other strategic locations on the track.

- Additional resources will be available for clean up such as floor dry, brooms, shovels, etc.

3. Race Procedures

Pre-Race Safety Checks:

- All vehicles must undergo a thorough safety inspection before the start of the event. Vehicles not meeting the required safety standards will not be allowed to race.

Warm-Up and Test Runs:

- Drivers must slowly and safely proceed down the track to enter the staging lanes and ensure their vehicles are operating properly before engaging in the actual race.

Race Timing and Staging:

- Vehicles will be staged in a safe, orderly manner and will be monitored by race officials to ensure that drivers are positioned properly.
- A clear signal system (lights, hand signals, flags) will be used to indicate when drivers are to start and stop, ensuring smooth and safe racing conditions.

5. Weather and Environmental Considerations

Weather Monitoring:

- The event will be cancelled or postponed if weather conditions are unsafe (e.g., rain, wind gusts, or low visibility).
- Continuous weather monitoring will be conducted, and any changes in weather will be communicated to all participants.

Visibility:

- In the event of fog, heavy rain, or other conditions that reduce visibility, the event will be paused, and racing will resume only once conditions improve.

6. Emergency Action Plan

Incident Reporting:

- Any accidents or incidents will be immediately reported to the event's safety officers and Fire/EMS teams, who will then initiate the appropriate emergency response.

Accident Response:

- The medical team will assess any injuries immediately after the incident and, if necessary, will transport individuals to the nearest medical facility.
- All vehicles involved in accidents will be removed from the track and inspected by officials before any further participation.

Post-Incident Review:

- A review of any incidents will be conducted by race officials and safety teams to evaluate what occurred and determine if any safety measures need to be updated.

7. Spectator Safety

Seating and Viewing Areas:

- Spectator areas will be clearly marked and will be located at a safe distance from the track, behind barriers.
- All spectators will be instructed on proper behavior and the importance of staying in the designated areas.

Alcohol and Drug Use:

- The consumption of alcohol or drugs is strictly prohibited for participants and spectators before and during the event.

8. Post-Event Review and Improvement

- After each event, the safety measures, procedures, and any incidents will be reviewed to identify areas of improvement.
- Feedback from participants, race officials, and spectators will be gathered to enhance future events.

Conclusion:

- Safety is the highest priority for a speed contest events off of Molt Road and Buffalo Trail in Yellowstone County, MT. By ensuring all protocols are followed—ranging from vehicle safety to spectator management—this safety plan aims to minimize risks and ensure the well-being of everyone involved.



Buffalo Trail Rd & Molt Rd



Imagery ©2025 Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2025 200 ft



Buffalo Trail Rd & Molt Rd

Intersection



Directions



Save



Nearby



Send to
phone



Share

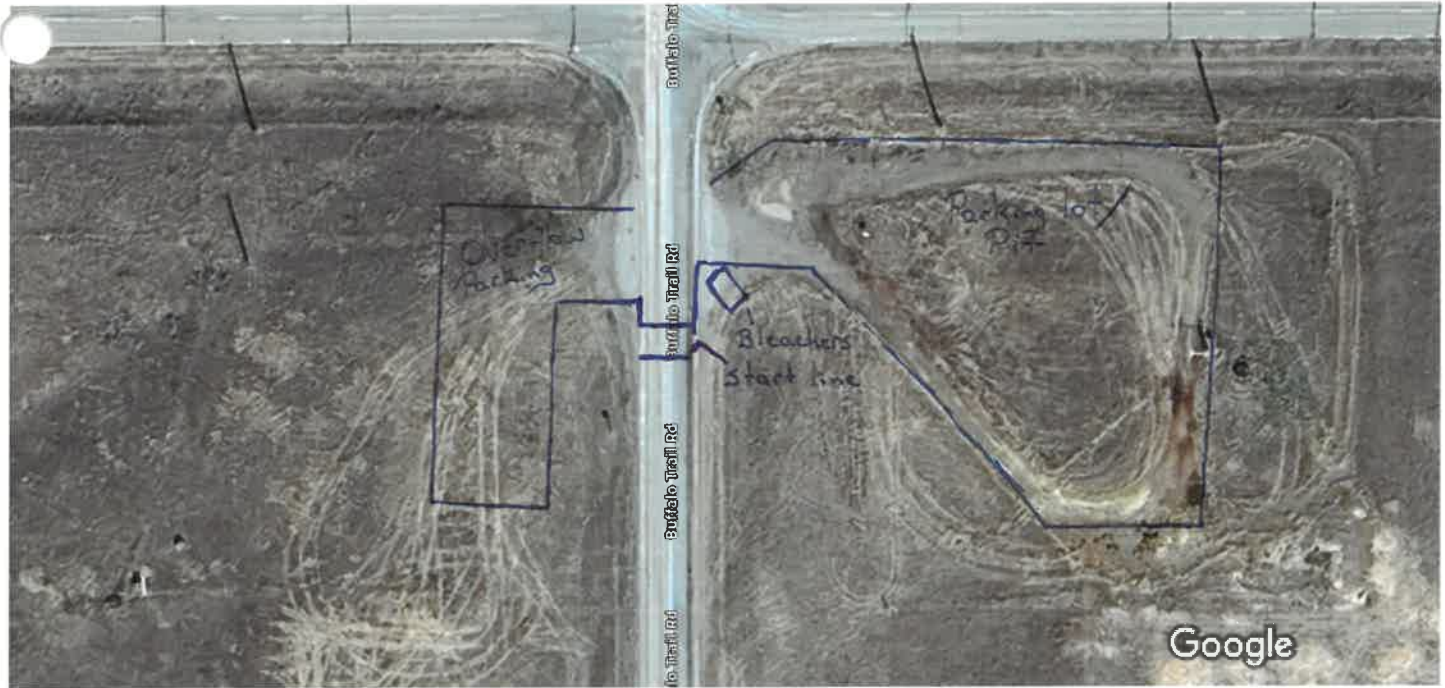


Montana 59057

Photos



Buffalo Trail Rd & Molt Rd



Imagery ©2025 Airbus, Map data ©2025 20 ft



Buffalo Trail Rd & Molt Rd

Intersection



Directions



Save



Nearby

Send to
phone

Share



Montana 59057

Photos

Street Legal Class

Class Description

The street legal class is a racing class for mildly modified to heavily modified high performance street vehicles that are street certified and able to drive to the location of the intersection of: **Buffalo Trail and Mold Road**. All vehicles permitted. Any based engine, and any number and/or type of power adders are permitted. Vehicles must be registered, licensed, and insured. Car must return to pits after every round under its own power unless it breaks.

Qualifying Information, Ladder Type, & Tree

All Run, 1/8 Mile, Arm Drop/Flashlight Heads up.

VEHICLES PERMITTED

Any **bodied** vehicles accepted. Rental Cars, EV's, Dragsters are **prohibited**.

BODY RULES

OEM steel (fiberglass/composite if OEM equipped) body shell required. Aftermarket body kits are permitted. The only permitted lightweight components are hood, front valance, rear valance, front and rear bumpers, and rear trunk lid/hatch. Hood scoops permitted. Any rear wing permitted.

WINDSHIELD & WINDOWS

OEM safety glass windows required & must be functional. Optic Armor stock replacement Windshield and Rear Glass permitted per manufacturers recommended specs. Any Stationary mounted Side Glass may be replaced with Optic Armor Stock per manufacturer's specs.

Trucks may use Lexan or safety glass for rear window only when roll bar is installed.

POWER ADDERS & POWERTRAIN

Any based engine, and any number and/or type of power adders are permitted. Any manual or automatic transmission is permitted. Any rear end is permitted.

CHASSIS & SUSPENSION

CHASSIS/FRAME: Stock-type chassis, permitted. Firewall & stock front frame rails from the strut tower to the firewall must be in stock location. Starting at firewall rearward, floor and chassis may be replaced with aftermarket components. No tube chassis or back half vehicles as they are prohibited.

FRONT SUSPENSION: Stock-type front suspension, or stock bolt-in-type replacement front suspension required. Tubular front suspension components permitted. Coil over shocks/struts are permitted. Aftermarket replacement control arms are allowed. Aftermarket K-Members/Commercially available sub-Frames allowed. (Must have prior approval from tech)

Strut towers must be in factory location with factory sheet metal attaching factory frame rail to top of strut tower, can be notched, windowed, or trimmed for header clearance but must maintain factory sheet-metal attachment. From the forward edge of shock tower, the stock frame rails can be modified. Stock frame rails must remain in place from firewall to forward leading edge of shock / strut tower.

REAR SUSPENSION: Must have rear suspension.

STREET EQUIPMENT

To compete, all vehicles and/or drivers are required the following:

1. Valid driver's license
2. Valid vehicle registration
3. Valid license plate(s). Dealer plates prohibited. Paper license tag will be accepted on a new model year car with current registration paperwork less than 60 days old from current event date.
4. Valid insurance "ID" card. Faxes and/or letters from insurance companies and/or brokers not acceptable.
5. Valid state inspection sticker (if required by state vehicle is registered).
6. D.O.T. Radials or D.O.T. Slicks on rear of vehicle.
7. Hood may be made of lightweight material. Hood scoops permitted. Hood/scoop may be liftoff.
8. Performance aftermarket or OEM style Driver and Passenger seats required.

During the tech-in process, vehicles must have operational street equipment, including headlights, taillights, brake lights, license plate light, turn signals (hand signal is acceptable).

TIRES: FRONT & REAR

DOT legal tires required for drive tires during the road tour AND the Weekend Warrior competition and class run off. Racing slicks and non D.O.T. rated tires prohibited. Tire changing is prohibited during or after the road tour.

COOLDOWN PERIOD/RETURN PROCEDURES

Every vehicle must be driven to the speed contest. When the vehicles arrive, they will be assigned to the designated staging lanes for the cool-down period. The cool-down period will last 30 minutes minimum.

During this cool down period only, entrants may: Adjust tire pressure (add or remove tire pressure), Install fresh nitrous bottles, Install ice in their intercooler. Fuel vehicle.

Anything not listed is prohibited. Engines must remain turned off during the entire cool-down period. External cooling of engine by any means (cold water, outdoor fans, etc.) prohibited. Any

engine changes prohibited. Changing of tires prohibited. No laptops in vehicles permitted at any time on the racetrack unless secured. No external charging of battery / batteries permitted.

WEIGHT BREAKS

There is no minimum weight.

LADDER BRACKETS

All brackets will be done as a chip/card draw with lane designation on the chip.

CREDENTIALS

A valid state or government issued driver's license beyond a learner/s any competitor.

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER AGREEMENT

This Assumption of Risk and Waiver Agreement (the "Agreement") is entered into on May _____, 2025, by and between The Order of Chosen Friends ("Organizer") and the undersigned participant ("Participant"), who wishes to participate in the Street Legal Speed Contest Event (the "Event").

1. Acknowledgment and Assumption of Risk

1.1. Participant understands that participation in a speed contest event involves inherent risks, including but not limited to:

- Collision with other vehicles, objects, or persons
- Loss of vehicle control
- Mechanical failure
- Personal injury or death
- Damage to personal property

1.2. Participant voluntarily assumes all risks associated with participating in the Event, whether known or unknown.

2. Release and Waiver of Liability

2.1. Participant fully understands and acknowledges that engaging in the Event involves substantial risks, both foreseeable and unforeseeable, which could result in serious injury, disability, death, or property damage.

2.2. Participant knowingly, voluntarily, and expressly waives, releases, and discharges Organizer, event sponsors, Yellowstone County, landowners, event officials, volunteers, the individual themselves, and any related entities, including but not limited to employees, agents, insurers, and contractors (collectively, "Released Parties") from any and all claims, liabilities, demands, causes of action, damages, expenses, or losses of any kind, including but not limited to those arising from negligence or wrongful acts of the Released Parties.

2.3. Participant expressly agrees that this waiver and release extends to all claims, whether known or unknown, anticipated or unanticipated, that may arise out of or relate in any way to participation in the Event, including those arising from ordinary negligence of the Released Parties.

2.4. Participant further agrees to release and discharge the Released Parties from any claim related to the use, maintenance, condition, or failure of any vehicle, county road, or equipment used in connection with the Event.

2.5. Participant acknowledges that they are voluntarily waiving substantial legal rights, including the right to sue for damages, and *that they have had the opportunity to consult with legal counsel regarding this waiver.*

2.6. Participant agrees that if any portion of this Release and Waiver of Liability is found to be invalid, the remaining portions shall remain in full force and effect.

3. Indemnification

3.1. Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, losses, costs, or expenses (including attorneys' fees) arising from or related to their participation in the Event.

4. Safety and Conduct Agreement

4.1. Participant agrees to comply with all safety rules and instructions set by the Organizer and track officials.

4.2. Participant affirms that they are in good health, possess a valid driver's license, and are legally permitted to operate a vehicle in the Event.

4.3. Participant understands that drugs and alcohol are strictly prohibited before and during participation in the Event.

5. Media Release

5.1. Participant grants permission for photographs, videos, or other media taken during the Event to be used by the Organizer for promotional purposes without compensation.

6. Governing Law and Jurisdiction

6.1. This Agreement shall be governed and interpreted under the laws of Montana in the jurisdiction of Yellowstone County.

7. Acknowledgment of Understanding

7.1. Participant certifies that they have read and fully understood this Agreement, and they are signing it voluntarily.

****PARTICIPANT INFORMATION****

Name: _____ Date: _____

Address: _____ Phone: _____

Signature: _____ Driver's License: _____

Parent/Guardian Signature: _____

Christopher Mitchell

Create a safe environment for a speed contest. Safety is the number one priority for anything to be successful.

Experience

2013 - Current Mitchells Performance & Tuning

Owner/Operator of Engine Machine Shop. Daily duties consist of office book keeping, ordering product, machining parts, assembly & calibration/tuning of vehicles.

2013- Current Billings On-Time Snow Service

Owner/Operator of a snowplowing company. Daily duties consist of plowing parking lots/roads and shoving snow for the safety of travel be vehicle and by foot.

2016 – 2022 Yellowstone Drag Strip

Tech and safety inspector of all race vehicles at the drag-strip. It was my responsibility to look over and deem vehicles safe for engaging in a speed contest. It was also my responsibility making sure the pilot/driver was safe to engage in a speed contest

2005-2014

Montana Furniture Outlet

Store manager/distribution manager. My daily duties consisted of Managing 30+ employees from day to day. General duties of Ordering product, shopping for product, directing sales and delivery employees, banking, book keeping and all other necessary tasks needed.

Education

2005 – 2009

Eastern Wyoming College

Business Management

Mathematics

Certified NHRA Technical Inspector

Certified SFI Technical Inspector

Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

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January 3, 2025

County Commissioners
PO Box 35000
Billings, MT 59107
Phone: 256-2701

Re: Memorial Race

Dear Commissioners,

Greetings from the Scheveck and Salminen Law Firm. We are reaching out to our county commissioners to respectfully request that we put on two Memorial races for Josh Whitcomb by putting on a speed contest in our county outside the city limits of Billings. The speed contest would be a distance of 1/8 mile or 1/4 which would reduce the risk of any serious injuries. The location of the contest would be on Buffalo Trail, North of Laurel, Montana. This location would be away from the public and in a secluded area for safety reasons in the county. The first race would be in May and the second race in July.

In addition, We will personally pay for the paramedic(s), sheriff deputies, and we will require insurance for every driver and a certified inspector who will inspect every vehicle up to code. In addition, we will require every participant to sign a waiver (releasing all liability) and an indemnification for the county.

Per the Montana Code Annotated 61-8-308, which states the following:

61-8-308. Permission of authorities to hold speed contest. (1) No race or contest for speed shall be held and no person shall engage in or aid or abet in any motor vehicle speed contest or exhibition of speed on a public highway or street without written



permission of the authorities of the state, county, or city having jurisdiction and unless the same is fully and efficiently patrolled for the entire distance over which such race or contest for speed is to be held.

Thank you for your consideration and we hope to hear from you. If the commissioners need any other assurances or have any questions, please don't hesitate on reaching out to us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lyndon Scheveck".

Lyndon Scheveck, Esq.
Scheveck and Salminen Law Firm

B.O.C.C Wednesday Discussion

2. a.

Meeting Date: 05/07/2025

Title: CAB Directory-Information Display

Submitted For: Kevan Bryan, OMB Director

Submitted By: Kevan Bryan, OMB Director

TOPIC:

CAB Directory-Information Display

BACKGROUND:

OMB is seeking a wall display unit to assist the public in a search of County offices and services to be placed in the lobby of the upcoming County Administration Building.

RECOMMENDED ACTION:

Discuss

Attachments

CAB Wall Directory Information

Request for Wall Mounted Touchscreen in Lobby of CAB

The County will be facing significant “juggling” of space and locations over the next two – three years. This will include the major move to the CAB, the new Extension Building and the opening of Cedar Hall.

In this process, we want to stay sensitive to the needs for information sought by our citizens in such a way as to add convenience and centralized locations to find answers.

We are proposing a touchscreen, wall mounted display for the lobby of the CAB. Once this is set up, it will save significant time and energy on the part of our citizens and staff, while providing information not currently available in any convenient form.

The proposal attached is from a firm recommended from a local company we use for many of our IT needs, via our IT Department.

Here’s why this makes sense.

- There is a one-time cost, with minimal ongoing costs to maintain (\$1,499).
- It is a proven touchscreen that invites public access to find locations of all County services – courts, County shop, Detention, Metra, etc., departments by floor in the CAB, upcoming public meetings, community events, Metra events, messages from the BOCC, and the like. It also displays a QR code that a user can scan with their smartphone to get information on the go.
- This will save time for our security desk in the lobby, and employees who get stopped by citizens for directions, etc.
- It is in government offices around the country, and even in one of our local medical buildings.

It is interesting to note that it appears that, independent of our search, the architect for the courthouse remodel is suggesting this same type of user-friendly display for the lobby of the courthouse as that building faces more remodeling.

We prefer the wall mounted display in this case vs. the floor mounted kiosk for reduced cost and better security of the unit. Estimated costs, excluding mounting and connections will be between \$16,000 (43” screen)- \$20,000 (55” screen). We prefer the larger one for two reasons. First, is the easier viewing from a distance and the second is because the 55” screen is a standard model always available, ensuring parts are easy to get many years into the future.



TouchSource LLC
1370 Miners Drive, Suite 103
Lafayette, CO 80026
United States



Prepared for:
Yellowstone County

Created by:
Kimberly Morrow
+1 5402507655
kimberlym@touchsource.com

Date:
05-01-2025

Quote number:
Q-18057

Payment method:
50% Deposit, Net 30

Expiration date:
05-31-2025

Why TouchSource?


TouchSource is your proven partner in effortless place-based communications. Collaborate with us to build a sense of place that forges human connections with compelling digital experiences that evolve with the needs of your community. Our turnkey solutions combine user-friendly feature-rich software, design, unlimited remote support, and hardware for effortless upkeep. Effortlessly oversee multiple buildings and displays through our user-friendly dashboard, designed for intuitive management across various locations. TouchSource exclusively uses high quality products and certified professionals, backed by the industry's best warranty services. Over 11,000 customers proudly served the TouchSource way.

TouchSource Difference

EASY TO PLAN	EASY TO DEPLOY	EASY TO OWN
TRANSFORM VISION TO REALITY Plan a unique place-based experience with our digital solutions advisors whose expertise makes it easy to choose the most effective solution. Select from the highest quality products, best feature set and easiest-to-deploy products in the industry.	TURNKEY SOLUTIONS All-in-one, turnkey solutions combine the design, unlimited remote support, software, and hardware for effortless upkeep. Add in our installation services from certified professionals to take one more project step off your plate.	QUALITY THAT STANDS THE TEST OF TIME TouchSource uses only time-tested products, backed by the industry's best warranty services. We design our systems to be complete, quality tested, and designed to last. Why risk time, credibility and money on unproven vendors?
DESIGN THE EXPERIENCE Full-service professional design so your digital solution delivers a memorable experience that shapes your space. Get the installation advice and services you need for an easy-to-manage project.	PROJECT TEAM Our team of experts advises you every step of the way. You're assigned a customer success manager who gathers your content, reviews design choices, prepares your product and streamlines installation.	POWERFUL EASY TO USE PLATFORM Only TouchSource delivers the Spark PX™ next-generation platform for place-based communications. Instant, intuitive content management across your entire property portfolio.
PREDICTABLE COST OF OWNERSHIP We provide upfront pricing transparency in total cost of ownership. Our reliably high-quality products, unlimited remote support and full-service warranty program deliver unmatched cost reliability.	EASY ONBOARDING Our experts take the work off your plate in designing, loading content, quality-testing your software in your display, and troubleshooting questions.	PORTFOLIO-WIDE MANAGEMENT Manage multi-building and multi-display buildings from an intuitive dashboard. Our software is intuitive, designed for business users, and integration-ready.
TRUSTED PARTNERSHIP Justifying building signage investments can be a challenge. We're the industry's most trusted solution because we make it simple to own, deliver only the best, and back our promises.	RELIABLE EXCELLENCE We have a bench of industry experts, scale of solutions, and supplier relationships to deliver a reliably great set of product, services, and ownership experience regardless of supply chain and industry headwinds.	SPARK COMMUNITY EXPERIENCES Deliver compelling, always up-to-date art and content that you can post instantly across your entire network to spark a place-based communications experience for your community.

Wayfinding			
Product	Description	List Unit Price	Net Total
WAY-ANIM-PATH	Animated Paths draw lines with turn-by-turn directions from directory to destination on your building's floor plans. Pricing varies based on the specifics of your building. This quote pricing is based on: Number of Floor Plans - 6, Total Destinations - 30, Number of Directories - 1, Dimension - 2D, Number of Orientations - 1.	\$3,900.00	\$3,900.00 x 1 \$3,900.00
			Total: \$3,900.00

Please note that the following items are optional and not included in the total cost:

Pantella 43" Vertical Touch Display Wall Mount			
Product	Description	List Unit Price	Net Total
PT-43V-TO 	Pantella surface-mount wall unit: - Face with brushed stainless steel finish and "DIRECTORY" in black 3M Vinyl - Back plate for mounting to wall - 43-inch high resolution flat panel LED commercial grade 24x7 rated touch screen monitor in VERTICAL orientation - Digital media player with TouchSource Software	\$7,900.00	\$7,900.00 x 1 \$7,900.00
EXTENDED-WARRANTY	2 year warranty is included standard, the extended warranty offers an additional 3 years of coverage. It is optional please let your TouchSource rep know if you'd like to opt out of the extension. Protect yourself from the unexpected with an extended warranty from the time of purchase. Covers the costs of unlimited remote support for the equipment and replacement in the case of a covered failure. Full details in the appendix of your quote or on https://touchsource.com/about/warranty . The cost of a new solution or hardware replacement can be 250-500% greater than the price of the warranty. Eliminate surprise costs from your budget today. The warranty is transferable to the new owner until the end of the contract term in the case that the property is sold.	\$987.50	\$987.50 x 1 \$987.50

TS-ENGAGE	<p>Annual Subscription</p> <p>Curated Visual Infotainment Looks Stunning on Popular Large Displays</p> <ul style="list-style-type: none"> - Infotainment – Choose one feed of curated news, entertainment, sports or popular content to entertain and entice visitors to use your directory - Local Amenities & Traffic – Deliver information on local restaurants, traffic and more for fast access to relevant information - Mobile Directory – Stunning, easy-to-use directories and messaging boards that deliver interactivity how you want it—touch, mobile, or both! - Events Listings – Automatically display all of the meetings or events scheduled for your conference rooms or events center from your Outlook 365 or Google Calendar - QR Code Surveys – Deploy surveys, self-service check-in and other forms using QR codes for mobile delivery - Digital Content – Building listings, messaging, and news inform and inspire visitors - Simple Access – Secure, easy-to-use platform and unlimited remote support <p>**Select images or a motion scenery video from our library included. Premium art available as an add-on.</p>	\$1,499.00	<p>\$1,499.00 x 1 \$1,499.00</p>
TS-SUPPORT-ESS	<p>Included With All Directory Software Subscriptions</p> <p>Responsive, US-Based Support</p> <ul style="list-style-type: none"> - Unlimited telephone, email, chat and web access to support North America-based technicians - Online customer portal support & access to immediate support - Self-service support documents & tools <p>Proactive software updates</p> <ul style="list-style-type: none"> - Security patches - Operating System updates - Web backups - Software updates 	\$0.00	<p>\$0.00 x 1 \$0.00</p>
TS-MONITORING	<p>Annual Subscription</p> <p>The Proactive Monitoring solution gives you piece of mind and highest uptime while TouchSource uses our proprietary toolsets, workflow automation, and machine learning capabilities to proactively monitor your systems for issues that could impact your digital sign.</p>	\$499.00	<p>\$499.00 x 1 \$499.00</p>

INSTALL-PT-SIMPLE	<p>Installation Activities:</p> <ul style="list-style-type: none"> - Full installation of wall-mount unit: technician will mount the unit onto the wall, install CPU and monitor, and test directory. The technician will clean the area before leaving. - Installation on drywall or wooden frame (ONLY) with sufficient backing and/or structural support. - Cardboard and general debris are disposed of onsite, but removal and disposal of pallets, crates, and existing installations are not included in the scope. - Work to be performed during normal business hours: 8:00-5:00 pm Monday through Friday. - Labor provided is non-union. - This quote assumes no permit is needed for work by TouchSource or its contractors. <p>Client Requirements:</p> <ul style="list-style-type: none"> - Client must have electrical outlets and data at the specific location of the product installation location in alignment with requirements provided before the technician arriving. - Client to provide an on-site contact to confirm the location of work, and allow for delivery of directory to the location before the technician arriving - Client must provide a resource for approval of installation upon completion <p>Additional Cost Considerations:</p> <ul style="list-style-type: none"> - Locations are within 50 miles of a major metro area or additional travel costs may apply - For heightened security (malls, airports, government buildings, etc.) environments, unimpeded access (i.e. Security escort scheduled in advance) to the installation site will be granted from the client before the dispatch - Any wait time due to lack of client readiness, wait times for facility access, or client availability could be billable at a standard hourly rate 	\$900.00	\$900.00 x 1 \$900.00
INSTALL-SS	Site survey of up to (3) installation locations at the same building	\$350.00	\$350.00 x 1 \$350.00
			Total: \$12,135.50

How we execute the solution – Wall Mounted Pantella



Pantella 43" Touch Display	Pricing
Pantella 43" Touch Display	\$7,900.00
Extended Warranty (5yrs coverage)	\$987.50
Installation with site survey	\$1250.00
Shipping	\$583.00
Pantella 55" Touch Display	Pricing
Pantella 55" Touch Display	\$11,450.00
Extended Warranty (5yrs coverage)	\$1,431.25
Installation with site survey	\$1,650
Shipping	\$956.00

Prices are subject to change, and if planning for deployment in 2026, we recommend adding 15% to account for price increases due to macroeconomic changes

Case Study: King County

CHINOOK BUILDING

401 5th Avenue

WHAT ARE YOU LOOKING FOR?

Procurements, Contracts, Bids

Small Business Programs

Finance, Business, and Operations Division

Inquest Program

Tunnel to Admin Building

SEE MORE SERVICES

SEARCH BUILDING DIRECTORY

ENGLISH

ESPAÑOL

5:13 pm

4/9/2020

Currently: 66°

Clear

TODAY'S EVENTS

Under Construction
Coming Soon

Stop Germs, Stay Healthy!

Wash hands often with soap and warm water

Use soap

Wash for 20 seconds

Rinse well

Dry

Cover coughs and sneezes

When sick, stay home

¡Detenga los gérmenes, manténgase saludable!

Lávate las manos frecuentemente con agua y jabón.

Cúbrete la boca al toser y estornudar.

Quédese en casa cuando está enfermo.

Public Health

Seattle & King County

www.kingcounty.gov/health 206-296-4400

Transit Schedule

Route	Direction	Next to Arrive	Next to Depart
1	North to South	6:11 AM	6:13 AM
2	South to North	6:13 AM	6:15 AM
3	North to South	6:15 AM	6:17 AM
4	South to North	6:17 AM	6:19 AM
5	North to South	6:19 AM	6:21 AM
6	South to North	6:21 AM	6:23 AM
7	North to South	6:23 AM	6:25 AM
8	South to North	6:25 AM	6:27 AM
9	North to South	6:27 AM	6:29 AM
10	South to North	6:29 AM	6:31 AM
11	North to South	6:31 AM	6:33 AM
12	South to North	6:33 AM	6:35 AM
13	North to South	6:35 AM	6:37 AM
14	South to North	6:37 AM	6:39 AM
15	North to South	6:39 AM	6:41 AM
16	South to North	6:41 AM	6:43 AM
17	North to South	6:43 AM	6:45 AM
18	South to North	6:45 AM	6:47 AM
19	North to South	6:47 AM	6:49 AM
20	South to North	6:49 AM	6:51 AM
21	North to South	6:51 AM	6:53 AM
22	South to North	6:53 AM	6:55 AM
23	North to South	6:55 AM	6:57 AM
24	South to North	6:57 AM	6:59 AM
25	North to South	6:59 AM	7:01 AM
26	South to North	7:01 AM	7:03 AM
27	North to South	7:03 AM	7:05 AM
28	South to North	7:05 AM	7:07 AM
29	North to South	7:07 AM	7:09 AM
30	South to North	7:09 AM	7:11 AM
31	North to South	7:11 AM	7:13 AM
32	South to North	7:13 AM	7:15 AM
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34	South to North	7:17 AM	7:19 AM
35	North to South	7:19 AM	7:21 AM
36	South to North	7:21 AM	7:23 AM
37	North to South	7:23 AM	7:25 AM
38	South to North	7:25 AM	7:27 AM
39	North to South	7:27 AM	7:29 AM
40	South to North	7:29 AM	7:31 AM
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42	South to North	7:33 AM	7:35 AM
43	North to South	7:35 AM	7:37 AM
44	South to North	7:37 AM	7:39 AM
45	North to South	7:39 AM	7:41 AM
46	South to North	7:41 AM	7:43 AM
47	North to South	7:43 AM	7:45 AM
48	South to North	7:45 AM	7:47 AM
49	North to South	7:47 AM	7:49 AM
50	South to North	7:49 AM	7:51 AM
51	North to South	7:51 AM	7:53 AM
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55	North to South	7:59 AM	8:01 AM
56	South to North	8:01 AM	8:03 AM
57	North to South	8:03 AM	8:05 AM
58	South to North	8:05 AM	8:07 AM
59	North to South	8:07 AM	8:09 AM
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63	North to South	8:15 AM	8:17 AM
64	South to North	8:17 AM	8:19 AM
65	North to South	8:19 AM	8:21 AM
66	South to North	8:21 AM	8:23 AM
67	North to South	8:23 AM	8:25 AM
68	South to North	8:25 AM	8:27 AM
69	North to South	8:27 AM	8:29 AM
70	South to North	8:29 AM	8:31 AM
71	North to South	8:31 AM	8:33 AM
72	South to North	8:33 AM	8:35 AM
73	North to South	8:35 AM	8:37 AM
74	South to North	8:37 AM	8:39 AM
75	North to South	8:39 AM	8:41 AM
76	South to North	8:41 AM	8:43 AM
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82	South to North	8:53 AM	8:55 AM
83	North to South	8:55 AM	8:57 AM
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86	South to North	9:01 AM	9:03 AM
87	North to South	9:03 AM	9:05 AM
88	South to North	9:05 AM	9:07 AM
89	North to South	9:07 AM	9:09 AM
90	South to North	9:09 AM	9:11 AM
91	North to South	9:11 AM	9:13 AM
92	South to North	9:13 AM	9:15 AM
93	North to South	9:15 AM	9:17 AM
94	South to North	9:17 AM	9:19 AM
95	North to South	9:19 AM	9:21 AM
96	South to North	9:21 AM	9:23 AM
97	North to South	9:23 AM	9:25 AM
98	South to North	9:25 AM	9:27 AM
99	North to South	9:27 AM	9:29 AM
100	South to North	9:29 AM	9:31 AM

What's going on in King County?

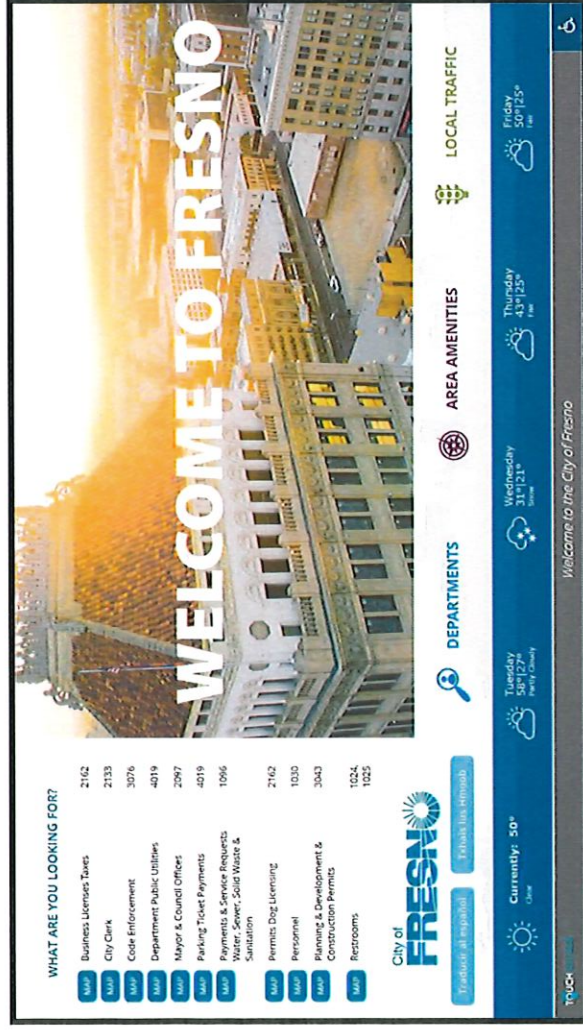
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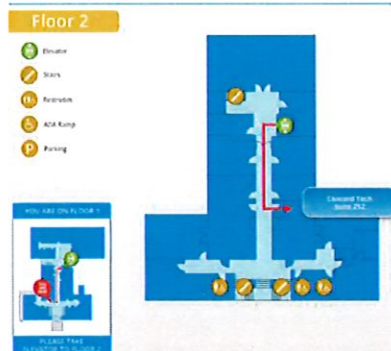
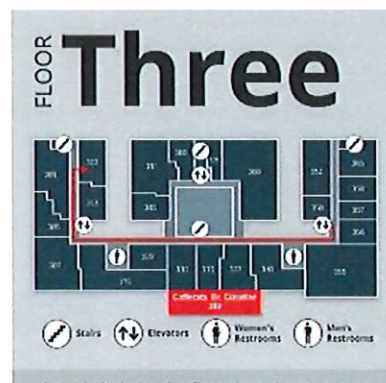
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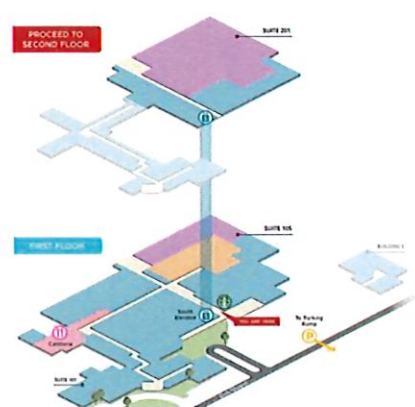
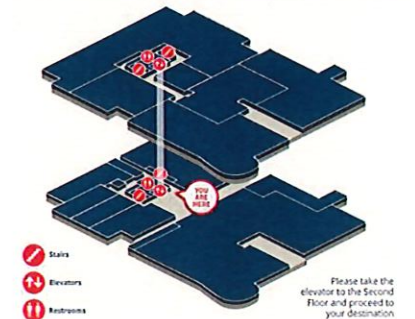
info@touchsource.com

2D



3D

Second Floor



B.O.C.C Wednesday Discussion

2. b.

Meeting Date: 05/07/2025

Title: Skybox Leases and Discussion of Code of Conduct

Submitted For: Kevan Bryan, OMB Director

Submitted By: Kevan Bryan, OMB Director

TOPIC:

Skybox Leases and Discussion of Code of Conduct

BACKGROUND:

Per BOCC request, the CA, Metra and OMB have developed 3 lease types for use when renting skyboxes at MetraPark. 1. Two-year lease with subletting 2. Two-year lease without subletting 3. Single event lease

In addition, a draft Code of Conduct may be discussed with the BOCC.

RECOMMENDED ACTION:

Discussion resulting in BOCC direction/approval

Attachments

Single Event Lease

Skybox Lease-Sublet

Skybox Lease-No Sublet

FIRST INTERSTATE ARENA SKYBOX NO. 9 RENTAL AGREEMENT

This Agreement sets the standard terms and conditions for SKYBOX No. ____ rental imposed by Metra Park. By reserving and renting SKYBOX No. ____, The RENTER agrees to these terms, stipulations and rules of conduct:

Renter:					
Contact:					
Address:		City/State		Zip	
Phone:		E-Mail:			
Rental Date/ Time			Rental Amount:		

As a RENTER, you are only receiving a license for the agreed upon rental space, Skybox No. ____, (hereinafter the premises), which will be limited to the rental time that has been reserved and paid for. Metra Park may restrict your access to the premises for any reason immediately before and after your rental time has started and expired.

RENTER and guests of RENTER shall not act in a manner that violates state or federal law or use the premises for illegal purposes.

RENTER or RENTER'S guests will not tamper with, alter, borrow, or remove property.

RENTER will not cause or permit any hazardous items or materials to be used, stored, generated, released or disposed of on or in the premises.

RENTER understand that they must maintain the premises in a neat, clean, and in a sanitary condition.

RENTER will be held solely responsible for the rented premises. RENTER will be held accountable for any injury or damages sustained during the duration of the rental and occupancy of the premises.

RENTER will be held liable for the actions of any guest, invitee, or visitor on the premises.

Any signs, symbols, or other objects displayed on the premises must be approved by Metra Park and must be removed immediately following the duration of the rental date(s).

Neither Yellowstone County, not Metra Park nor their respective agents or employees shall be liable for, and RENTER agrees to defend indemnify and hold Yellowstone County and Metra Park and their respective agents and employees harmless from, any claim, action, and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the premises by any firm, person or corporation the result of RENTER'S negligence. This includes, but is not limited to, negligence of the renter's guest, invitee, or visitor.

RENTER agrees that they, and any guest, invitee, or visitor, will abide by Metra Park's Code of Conduct. Violation of this Code of Conduct may result in the termination of the agreement and removal from the property. In such an instance, the Renter will not be entitled to a refund of the rental amount.

Authorized Agent _____ Dated _____

FIRST INTERSTATE ARENA
AT METRAPARK
SUITE LEASE AGREEMENT

Suite # _____

This Suite Lease Agreement (the “Agreement” or the “Lease”) is made and entered into on this ____ day of _____, by and between MetraPark as the manager and operator of the MetraPark Arena (“Lessor”) on behalf of Yellowstone County (“Owner”) and _____, a Montana corporation, executing this Agreement as the “Lessee” hereunder.

WITNESSETH:

FOR AND IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement, Lessor, Owner and Lessee do hereby agree as follows:

ARTICLE 1: SUITE LEASE

(a) Subject to the terms hereof, Lessor grants Lessee the exclusive right and lease to use the Suite described in Exhibit 1 (the “Suite”) during all events held at the MetraPark Arena, a multi-purpose sports and entertainment facility located at 308 6th Avenue North, Billings, Montana 59101, (the "Arena"), but not including any Excluded Activities. For purposes hereof, (i) "Events" shall mean all Arena events open to the general public for viewing or participation for an admission charge, except Excluded Activities, and (ii) "Excluded Activities" shall mean all non-public events where no individual or group tickets are available for purchase, including, but not limited to, political conventions, all private activities held in the Arena and all Events for which Lessee has not acquired any tickets as contemplated under Article 4 hereof.

(b) During periods when Lessee is utilizing the Suite, Lessee and its guests shall also be entitled to use (i) the private lounges (if any), corridors, concession kiosks, restroom facilities and other common public areas located in the Arena (collectively, the “Common Areas”), and (ii) two (2) parking passes that will give Lessee access to a reserved/assigned area adjacent to the Arena, as depicted in Exhibit 2. Lessee's right to use the Common Areas is non-exclusive and shall be in common with all other persons that Lessor permits to use such areas. Lessor shall have the right to change, alter, reconfigure and close (temporarily or permanently) any portion of the Common Areas, without liability or responsibility to Lessee and without releasing Lessee from any of its obligations, covenants or agreements hereunder.

(c) Benefits to the Lessee under this lease include:

- (i) Bypass of ticketed entry lines with exclusive entry at stairwell;
- (ii) Easy access through stairwell staffed by an attendant;
- (iii) Lounge access;
- (iv) Access to free soft drink machine;

- (v) Exclusive bar access & service;
- (vi) Exclusive food ordering;
- (vii) Exclusive restroom access; and
- (viii) Free water stocked in suite refrigerator.

(d) Lessor hereby reserves the right to use the Suite and to permit other parties to use the Suite during Excluded Activities, with prior approval from the Lessee, without any liability or responsibility to Lessee, except Lessor shall clean the Suite and repair any damage thereto which occurs during the Excluded Activity.

(e) During the term of this Agreement, the Lessee shall not be entitled to privately sublet the Suite for any event or period of time whatsoever. If it is determined by the Lessor or Owner that such a transaction took place, this Agreement shall be terminated, with any prorated share of Lease payments remaining for the term refunded to the Lessee by the Lessor. As outlined in Article 14, the Lessor, may sublet the Suite per the provisions within that Article.

ARTICLE 2: TERM

(a) The term of this Agreement (the "Term") shall commence on November 1, 2025 and shall expire (without the need for notice by Lessor or any other action whatsoever) November 1, 2027, unless terminated earlier pursuant to the terms hereof or in the separate Code of Conduct issued to the Lessee.

ARTICLE 3: LEASE RENTS

(a) The rent for use of the Suite during the shall be _____ (\$_____.00) for the first year of the term. On November 1, 2026, the yearly rent will increase by three percent (3%) to _____ (\$_____.00) Rent shall be paid in annual amounts due at the start of each rental year. This rent reflects the Lessee's agreement to have Lessor sublease the Suite, when Lessee is not utilizing it, as reflected in Article 14.

(b) Lessee shall not be entitled to any refund, abatement or reduction in the rents due or be released from any of its other obligations hereunder as a result of the cancellation or postponement of any event or any series of events or Lessor's inability to schedule any event or series of events.

(c) All payments due under this Agreement shall be made to Lessor, at the address set forth herein or such other address as Lessor may specify in writing, without notice, demand, deduction or set-off. Any amount not paid when due hereunder shall bear interest, from the date due until the date paid, at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate permitted under applicable law.

ARTICLE 4: TICKETING

(a) Lessee acknowledges and agrees that the Lease does not entitle the Lessee or any of its invitees or guests' admission to the Arena or the Suite for any event without a valid admission ticket to that event (the "ticket").

(b) All attendees for the box must purchase a ticket at "mid-tier" (P3) rates as established for each event.

ARTICLE 5: SERVICES

(a) Lessor (or its designee) shall provide the following services to the Suite during all events where the Suite is occupied by Lessee or Lessee's guests: (i) such food and beverage catering service and bar tending services as Lessee may order from the Suite menu established by Lessor (or its designee) from time to time, and (ii) lighting, electricity, water, heating, air conditioning and ventilation. Lessee shall pay Lessor (or its designee) for the cost of all food and beverage furnished to the Suite at the then current rates established therefore and within ten (10) business days after Lessee's receipt of an invoice, therefore.

(b) After each event, Lessor shall, if necessary, clean the Suite and remove all rubbish therefrom at no additional charge to Lessee, except Lessee shall reimburse Lessor for the cost of any extraordinary cleaning required as a result of Lessee's (or its agents, representatives, employees, guests or invitees) use of the Suite. In addition, subject to Article 7(f) hereof, Lessor shall be responsible for repairing and maintaining the interior and exterior of the Suite, except in no event shall Lessor be responsible for repairing or maintaining any furnishings, equipment or other personal property placed in the Suite by Lessee. Lessor agrees to pay for the cleaning of the carpet in the Suite two (2) times annually.

(c) No interruption or malfunction of any service provided by Lessor hereunder shall constitute an eviction or disturbance of Lessee's use of the Suite or a breach by Lessor of its obligations hereunder or render Lessor liable for any damages or entitle Lessee to be relieved of any of its obligations hereunder. In the event of any such interruption or malfunction, Lessor shall use reasonable diligence to restore the affected service(s).

ARTICLE 6: FURNISHINGS AND DECOR

(a) Lessee agrees to bear all costs of furnishing, decorating the Suite according to the needs and taste of Lessee, subject to the limitations in this Article 6. "Furnishing and decorating" includes, without limitation, furniture, wall hangings, plants and other similar non-permanent decorations (the "Furnishings"). No alterations of the suite shall be permitted. "Altering" includes, without limitation, wall coverings, flooring, countertops and other similar attached permanent alterations (the "Alterations"). The Lessee shall not permit the attachment, perfection or continuation for any period of any lien against or

security interest in any property located in the Suite. Lessee shall not make any other changes, additions or improvements to the interior or exterior of the Suite or the fixtures and equipment therein without the prior written approval of Lessor. Any Furnishings or that will be attached to any portion of the Suite shall be installed and removed by Lessor, and Lessee shall reimburse Lessor for the actual cost of installing or removing such articles and repairing all damage resulting therefrom within ten (10) business days after Lessor's written demand, therefore. During the Term, the Lessee supplied Furnishings shall remain the personal property of Lessee. Upon the expiration of the Term, the Lessee supplied Furnishings, at Lessee's option, shall either (i) remain in the Suite and, without any payment by Lessor, becoming the property of Lessor or (ii) be removed from the Suite and returned to Lessee, upon payment of all costs and expenses associated with returning the Suite to its original condition, normal wear and tear excepted. Lessee understands that additional individuals will have access to the Suite if it is sublet. Lessee assumes all risk of damage or loss of furnishings or decor that it provides for the Suite, including any damage or loss caused by these third parties.

(b) Lessee must provide MetraPark with a list of all furnishings being kept in the box. This notification shall include an estimated value of the property and a photograph of each item. Lessee assumes all risk of damage or loss of said property.

(c) Lessee shall not leave any personal items in the Suite when Lessee is not utilizing the property.

ARTICLE 7: COVENANTS OF LESSEE

Lessee covenants and agrees that Lessee and its agents, representatives, employees, guests and invitees shall:

(a) use the Suite solely for the purpose of observing events and for no other purpose whatsoever;

(b) not place any sign, banner, placard or other advertising material on the outside of the Suite or anywhere within the Suite which is visible outside the Suite;

(c) comply with all rules and regulations promulgated, from time to time, by Lessor in its sole discretion (the "Suite Rules & Regulations"), a copy of the current form of which are attached hereto as Exhibit 3;

(d) use the Suite (including, but not limited to, all floor coverings, seats, cabinets, appliances, furnishings, fixtures and equipment located therein) in a reasonable manner which preserves the condition thereof;

(e) promptly report, verbally and in writing, all damage, destruction and loss to the Suite (or any of the property located therein) to an authorized representative of Lessor;

(f) promptly reimburse Lessor for all costs incurred by Lessor to repair or, if necessary, replace any portion of the Suite (or the property located therein) or the Arena (or the property located therein) which is lost, damaged or destroyed as a result of the acts or omissions of Lessee or its agents, representatives, employees, guests or invitees;

(g) abide by all agreements and restrictions on the use and transfer of tickets, and comply with all of the printed terms on the tickets;

(h) comply with all applicable federal, state and local laws, ordinances, statutes, orders, rules and regulations (collectively, "Legal Requirements");

(i) maintain proper decorum while using the Suite and not engage in any activity which is a nuisance or interferes with the use of the Arena by other persons;

(j) arrange all food and beverage service through the Arena concessionaire (or such other party as Lessor may designate) and not bring any food or beverage into the Arena, including (but not limited to) any form of alcoholic beverages;

(k) refrain from dropping or throwing any objects in the Arena;

(l) not permit any liens or charges to attach to its interest in the Suite;

(m) not mortgage, pledge or otherwise encumber this Agreement or any of its rights hereunder;

(n) not assign, sell or otherwise transfer this Agreement or any of its rights hereunder, nor sublet all or any portion of the Suite without written authorization from Lessor;

(o) not take any action that would void, violate or cause an increase in premiums charged for any insurance policy maintained by Owner, Lessor, the Arena concessionaire or any of their affiliates;

(p) not film, record or transmit from the Suite or any other location within the Arena all or any portion of any event, or any description thereof, by any means (including, without limitation, radio or television transmission, whether broadcast "live" or by means of film or tape); and

(q) observe the hours of operation established for the Arena by Lessor for each event.

(r) Violation of any of the terms under this section can result in the suspension or termination of the lease agreement.

ARTICLE 8: INSURANCE

Throughout the Term, Lessee shall maintain, in full force and effect, Public Liability Insurance for bodily injury and property damage in an amount of not less than \$750,000.00 for each occurrence and \$1,500,000.00 in the aggregate. Lessee assumes all risk with respect to, waives all claims in connection with, and shall indemnify, hold harmless and defend the Owner and the Lessor and their respective officers, agents and employees, from and against any and all claims and liability arising from any death of or injury to any person or damage to any property whatsoever: (i) occurring in, on or about the Suite; (ii) arising from any violation of any provision hereof or any default of any obligation of Lessee hereunder; or (iii) arising from any act, omission or negligence of Lessee, its agents, contractors, employees or guests. Lessee shall maintain and submit upon execution of the lease agreement, a certificate of insurance acceptable to Yellowstone County. Lessee shall pay all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim and any action or proceeding brought thereon. If any action or proceeding is brought against the Owner or the Lessor by reason of any such claim, upon notice from the Owner or the Lessor, Lessee shall defend the same at Lessee's expense by providing legal counsel satisfactory to the Owner or to the Lessor. Lessee shall maintain and submit upon execution of the Agreement, a certificate of insurance acceptable to Yellowstone County.

ARTICLE 9: LESSEE DEFAULT AND LESSOR'S REMEDIES

(a) Lessee shall be deemed to be in default under this Agreement upon the occurrence of any of the following events (a "Lessee Default"):

(i) Lessee's failure to pay (when due) any Lessee rent or other amount to be paid by Lessee hereunder, unless such failure is cured within five (5) business days after written notice thereof is received by Lessee;

(ii) Lessee's failure to perform or observe any of its other duties, obligations or covenants under this Agreement, unless such failure is cured within a reasonable period of time, not to exceed ten (10) business days, after written notice thereof is given to Lessee;

(iii) any repeated (two or more times) violation of this Agreement;

(iv) any violation by Lessee (or its agents, representatives, employees, guests or invitees) of the Suite Rules or applicable Legal Requirements; or

(v) the filing by or against Lessee of a petition under the Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof (unless such petition is dismissed within sixty (60) days of the filing thereof).

(b) Upon the occurrence of any Lessee Default, Lessor may, at its option:

(i) Terminate this Agreement, in which event Lessee shall immediately surrender the Suite to Lessor. If Lessee fails to surrender the Suite, Lessor may, without prejudice to any other remedy which it may have, enter upon and take possession of the

Suite and expel Lessee and any other person who may be occupying the Suite, in accordance with law without being liable for prosecution or any claim for Damages therefor.

(ii) Enter upon and take possession of the Suite and expel Lessee and any other person who may be occupying the Suite, in accordance with law, and re-lease the Suite on behalf of Lessee and receive all amounts therefrom; and Lessee agrees to pay to the Lessor any deficiency between the amounts due hereunder and the amount received by Lessee by reason of the relicensing of the Suite. In the event Lessor is successful in re-leasing the Suite at a rate in excess of that to be paid by Lessee hereunder, Lessee agrees that it shall not be entitled to such excess.

(iii) Enter upon the Suite, in accordance with law, and do whatever Lessee is obligated to do under the terms of this Agreement; and Lessee agrees to reimburse Lessor, on demand, for any expenses which Lessor may incur in effecting compliance with Lessee's obligations hereunder Lessee further agrees that Lessor shall not be liable for any Damages resulting to the Lessee from such action, whether caused by the negligence of the Lessor or otherwise.

(iv) Expel Lessee and any other person who may be occupying the Suite, in accordance with law, for the balance of any event, and Lessee shall not be entitled to any refund, reduction or abatement of the Lessee Fees and other amounts due hereunder as a result thereof.

(c) Irrespective of the remedy Lessor elects to pursue, Lessor shall be entitled to recover from Lessee all Damages. If Lessor terminates Lessor's obligations and Lessee's rights under this Agreement or elects to re-lease the Suite on Lessee's behalf, Lessor's Damages shall include, but not be limited to, all expenses incurred by Lessor to re-lease the Suite (including, without limitation, concessions granted to any new Lessee, advertising expenses, the cost of repairs, maintenance, replacements, alterations and improvements, court costs, legal fees and brokerage commissions).

(d) Lessee agrees that Lessor may file suit to recover any sums due Lessor under this Article 10 from time to time and that such suit or the recovery of any amount due Lessor shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of Lessor.

(e) Lessor shall use reasonable efforts to mitigate the damages it suffers as a result of Lessee's breach of this Agreement; provided Lessee agrees that (i) Lessor will have satisfied its obligation to mitigate damages if Lessor endeavors, in good faith, to re-lease the Suite, and Lessor will only be required to use the same efforts to re-lease the Suite as it uses to rent other Suites in the Arena, (ii) Lessor will not be required to give preference to the Suite over other vacant Suites in the Arena, (iii) Lessor may reject any prospective Lessee who, in Lessor's judgment, is disreputable or lacks the financial ability to perform the Lessee's obligations under Lessor's then current form Suite Lease Agreement, and (iv) Lessor may reject any offer to lease the Suite at a rate which is less than the rate then being charged for comparable Suites in the Arena or on terms that are less favorable than those

contained in this Agreement or which (in Lessor's reasonable discretion) is not in the best interests of the Arena.

(f) The foregoing remedies of Lessor shall not be to the exclusion of any other right or remedy provided in this Agreement or otherwise available to Lessor at law or in equity. No waiver by Lessor or any default or breach by Lessee of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by Lessee hereunder, and no failure or delay by Lessor in the exercise of any remedy provided in this Agreement shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to Lessor.

ARTICLE 10: LESSOR DEFAULT AND LESSEE'S REMEDIES

(a) The failure by Lessor to observe or perform any of its material obligations of this Agreement to be observed or performed by Lessor, where such failure shall continue for a period of thirty (30) days after written notice hereof from Lessee to Lessor shall be a breach or default of this Agreement, provided, however, that if the nature of Lessor's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said 30-day period and thereafter diligently pursues such cure to completion ("Lessor Default").

(b) In the event of any Lessor Default, Lessee shall have the right (except as set forth below) to pursue all remedies available to it at law or in equity, including, but not limited to, bringing an action for injunctive relief; provided, in no event shall Lessee have the right to terminate or cancel this Agreement on account of any Lessor Default nor shall Lessees have the right to collect indirect, punitive, exemplary, general or consequential damages

(c) No waiver by Lessee or any default or breach by Lessor of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by Lessor hereunder, and no failure or delay by Lessee in the exercise of any remedy provided in this Agreement shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to Lessee.

ARTICLE 11: ACCESS BY LESSOR

Lessor, its agents, employees and representatives shall have the right at all times (other than during events, unless reasonably deemed necessary by Lessor and as necessary to fulfill Lessor's obligations under this Agreement) to enter the Suite for purposes of making repairs and performing its other obligations hereunder, inspecting the Suite, showing the Suite to prospective lessees, lenders and other parties, and for all other reasonable purposes. In order to insure that Lessor can exercise its rights under this Article 11, Lessor shall keep and maintain a key to the Suite, and Lessee shall not change the locks or place any additional locks on, or otherwise impede Lessor's access to, the Suite or any storage closets and cabinets therein.

ARTICLE 12: DESTRUCTION OF SUITE OR ARENA

(a) In the event of any damage or destruction of the Suite caused by any act or conduct of Lessee, its employees, agents, representatives, guests or invitees, Lessor may restore the Suite, at Lessee's sole cost and expense, to as good a condition as existed prior to such damage or destruction, and, whether the Suite is restored or not, this Agreement shall continue in effect without any abatement of or reduction in the rents or the other obligations of Lessee hereunder.

(b) In the event of any damage or destruction of the Suite not caused by the negligence (ordinary or otherwise) or willful misconduct of Lessee, its employees, agents, representatives, guests or invitees, Lessor shall, at its own expense, restore the Suite to as good a condition as existed prior to such damage or destruction.

(c) Notwithstanding the foregoing, regardless of whether the Suite is damaged in any way, if the Arena is significantly damaged or substantially destroyed, by written notice to Lessee within 60 days after the date of such damage or destruction, Lessor may terminate Lessor's obligations and Lessee's rights under this Agreement. In such event, Lessee shall be entitled to a refund of the unearned portion of any Lease Fees paid by Lessor, less any sums owed by Lessee under this Agreement. As used in this Agreement, "substantially destroyed" means the damage or destruction of twenty five percent (25%) or more of the value of the Arena based upon the replacement cost thereof.

ARTICLE 13: SURRENDER

Upon the expiration or earlier termination of Lessor's obligations and Lessee's rights under this Agreement, Lessee shall surrender possession of the Suite to Lessor in the condition in which originally delivered to Lessee, normal wear and tear excepted.

ARTICLE 14: SUBLETTING

(a) During the term of this agreement, the Lessor shall have the option to sublet the use of Lessee's Suite on an "Event" basis for the purposes of single event rentals by outside parties approved by MetraPark management. No subleasing will be permitted without the agreement and permission of the Lessee on terms.

(b) Prior to any subleasing, Lessor shall notify Lessee, at Lessee's stated email of any event announcement. Lessee will have 14 calendar days from the email notification to respond to Lessor as to their intent to utilize. If Lessor is not notified of an intent to utilize, MetraPark shall have the right to sublet for the event.

(c) If Lessee states intention to utilize, then fails to do so, they will be assessed a

fee equal to the value of the mid-tier ticket prices for the event multiplied by half the rated capacity of the skybox, and the lessee will not be allowed use of the box until this amount is paid.

(d) The proceeds from any subletting of the Suite are the property of the Lessor. Lessee has no claim to such proceeds, and is compensated by a lower annual rent for making the Suite available to sublease.

ARTICLE 15: MISCELLANEOUS

(a) In the event compliance with any of Lessor's obligations under this Agreement is impractical or impossible due to strikes, lockouts, labor disputes, embargoes, flood, earthquake, storm, lightning, fire, epidemic, acts of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of public authority, failure of machinery or equipment or any other occurrence beyond Lessor's reasonable control (each such occurrence being an "Event of Force Majeure"), then the time for performance of such obligations shall be extended for a period equal to the duration of the Event of Force Majeure.

(b) This Agreement is and shall be subordinate to all mortgages, deeds of trust and other security interests now or hereafter encumbering the Suite or the Arena, and to any and all advances made thereunder and all renewals, replacements, modifications, consolidations and extensions thereof; provided the holder of any such mortgage, deed of trust or other security interest (a "Mortgagee") agrees to recognize Lessee's rights hereunder and not disturb Lessee's use of the Suite in accordance with terms hereof so long as no Lessee Default occurs.

(c) In the event the Lessor transfers or assigns its rights hereunder, Lessor shall be released from any further obligations under this Agreement and Lessee shall look solely to such transferee or assignee for performance of such obligations as may arise thereafter.

(d) Lessee shall, within ten (10) business days after presentation by the Lessor, execute, acknowledge and deliver to the Lessor (or its designee) a statement in writing: (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as modified, is in full force and effect), (ii) the amount of prepaid rent; (iii) acknowledging that there are not, to the Lessee's knowledge, any uncured defaults by the Lessor hereunder, or specifying any such defaults, and (iv) making such other certifications respecting this Agreement as Lessor may reasonably request. Any such statement may be conclusively relied upon by Lessor, Owner, any Mortgagee or any other person to whom the same is delivered.

(e) All notices, demands and other communications between the parties required hereunder shall be in writing and deemed given upon personal delivery, confirmed email transmission, or if mailed, postage prepaid, to the respective addresses and email addresses

as set forth below. Either party may specify another mailing address or email address, from the one set forth below, by notice to the other as provided herein.

If to Lessor: **308 6th Avenue North**
 P.O. Box 2514
 Billings, MT 59103
 Attention: General Manager
 Phone: (406) 256-2400
 Email: sfield@metrapark.com

If to Lessee: _____

(f) This Agreement shall be construed and enforced in accordance with the laws of the State of Montana, without regard to the conflicts of laws principles thereof, and venue for any dispute arising hereunder shall lie exclusively in Yellowstone County, Montana.

(g) The nature of the interest granted herein to Lessee is a lease only. The parties do not intend that this Agreement create a tenancy, leasehold estate or easement nor any joint venture, employer/employee or agency relationship. The Agreement shall not be recorded in any public records by Lessee and any attempt to do so by Lessee shall, at the option of Lessor, make this Agreement void and of no effect.

(h) Lessor shall have no duty or obligation to provide security for the Suite or for any of Lessee, its employees, agents, representatives, guests or invitees.

(i) This Agreement is an integrated contract, which contains all agreements of the parties with respect to the Suite, the Arena and any other subject hereof. No other prior or contemporaneous agreement or understanding pertaining to the Suite shall be effective. This Agreement may be modified in writing only, signed by the parties hereto. There are no oral or written statements, representations, agreements or understandings which modify, amend or vary any of the terms of this Agreement. Unless the context requires otherwise, references such as or similar to “hereof” refer to this Agreement and the Exhibits hereto as a whole and not merely to the paragraph, section or other subdivision in which such words appear. The singular shall include the plural and the masculine gender shall include the feminine and the neuter unless the context otherwise requires. The captions and headings throughout this Agreement are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning, scope or intent of any provision of this Agreement. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order of a court of competent jurisdiction, this Agreement shall be construed as if it did not contain such phrase, clause or paragraph.

(j) This Agreement and all the terms and provisions hereof, shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

(k) Time shall be considered of the essence for purposes of determining whether Lessee has complied with the terms, covenants, conditions and provisions of this Agreement.

(l) Any personal property brought into the Suite or the Arena by Lessee shall be kept therein at the sole risk of Lessee, and, in no event shall Lessor, Owner or their respective officers, directors, partners, agents, employees and contractors and/or parties permitted to use the Suite during Excluded Activities be liable or responsible for any loss or damage thereto or the theft or destruction thereof, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE, THEFT OR DESTRUCTION IS THE RESULT OF THE NEGLIGENCE (BUT NOT INCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF LESSOR, OWNER OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES AND CONTRACTORS.

ARTICLE 16: EXHIBITS

The following Exhibits are attached hereto and made a part hereof:

<u>Exhibit 1</u>	Suite Description and Designation
<u>Exhibit 2</u>	Parking Map
<u>Exhibit 3</u>	Suite Rules and Regulations

Signed and Executed on the _____ day of _____, 2024

LESSOR

LESSEE

MetraPark

Signature

Stoney Field, General Manager

Printed Name

Exhibit 1

SUITE DESCRIPTION AND DESIGNATION

Suite Amenities Owned by Lessor

- **Individual climate control;**
- **Refrigerator and counter area;**
- **Cabinets above and under counter area;**
- **One (1) color television;**
- **Trashcan;**
- **Private local telephone service to access Suite Services and place local calls.**

Location of Suite

Suite # ____ is located on the _____ side of the arena just above Section ____.

Exhibit 2

Parking Map & Entrance to Suites

Exhibit 3

SUITE RULES AND REGULATIONS

- (i) Lessee, its guests, invitees, agents and employees are prohibited from bringing into the Arena or the Suite any video and audio recorders, aside from personal cell phones. Any such audio or video equipment found in the Suite or in the possession of Lessee, its guests, invitees, agents and/or employees anywhere within the Arena will be confiscated by Lessor or its designee. Recordings found in such equipment will be confiscated and will not be returned.**
- (ii) Illegal drugs or any controlled substances are not allowed in the Suite or anywhere in the Arena. Any individual found in violation of this prohibition will be prosecuted to the fullest extent of the law.**
- (iii) Subject to specific requirements of any event promoter, Suites may be occupied no earlier than the time of public opening of the facility before each event and must be vacated within one (1) hour after the end of such event.**
- (iv) Lights in the Suites must be turned off during performances requiring black-outs in the audience. Switching on and off of Suite lights (“Blinking”); use of colored lights; or other Suite lighting which distracts from an event or performance are prohibited.**
- (v) Loud or abusive behavior which detracts from the performance or disturbs other guests attending an event will not be permitted.**
- (vi) Occupancy of the Suite is limited to a maximum of ____ people.**
- (vii) The Arena is a smoke-free environment. Smoking is not allowed in the Suite, elevators, concourses, restrooms, Common Areas or any other location in the Arena.**
- (viii) Guests using the Suite shall have a “mid-tier” (P3) ticket for each event they are attending. The Lessor or its designee “Representative” will not allow anyone access to the Suite without such a ticket or other pass issued by Lessor.**
- (ix) Lessee, its guests, invitees, agents and employees are required to maintain proper decorum at all times while occupying the Suite. Lessee will be responsible for the personal conduct and any costs, expenses or charges resulting from use of the Suite by Lessee, its guests, invitees, agents or employees.**
- (x) Lessee, its guests, invitees, agents and employees shall not use any sound making device (including, but not limited to, loudspeakers, stereos, televisions, radios and video monitors) in a manner which can be heard outside the Suite.**
- (xi) Lessee, its guests, invitees, agents and employees shall not use or bring within the Arena any laser pointers, air horns or any artificial noisemaker of any kind.**

- (xii) Lessee must have an assigned “Representative” in the Suite for each event in which the Suite is in use. This Representative must be responsible for all activities and actions in the Suite by all individuals in the Suite. Payment for any food or beverages ordered by this Representative will be responsibility of Lessee, unless otherwise arranged in advance.**

FIRST INTERSTATE ARENA
AT METRAPARK
SUITE LEASE AGREEMENT

Suite # _____

This Suite Lease Agreement (the “Agreement” or the “Lease”) is made and entered into on this ____ day of _____, by and between MetraPark as the manager and operator of the MetraPark Arena (“Lessor”) on behalf of Yellowstone County (“Owner”) and _____, a Montana corporation, executing this Agreement as the “Lessee” hereunder.

WITNESSETH:

FOR AND IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement, Lessor, Owner and Lessee do hereby agree as follows:

ARTICLE 1: SUITE LEASE

(a) Subject to the terms hereof, Lessor grants Lessee the exclusive right and lease to use the Suite described in Exhibit 1 (the “Suite”) during all events held at the MetraPark Arena, a multi-purpose sports and entertainment facility located at 308 6th Avenue North, Billings, Montana 59101, (the "Arena"), but not including any Excluded Activities. For purposes hereof, (i) "Events" shall mean all Arena events open to the general public for viewing or participation for an admission charge, except Excluded Activities, and (ii) "Excluded Activities" shall mean all non-public events where no individual or group tickets are available for purchase, including, but not limited to, political conventions, all private activities held in the Arena and all Events for which Lessee has not acquired any tickets as contemplated under Article 4 hereof.

(b) During periods when Lessee is utilizing the Suite, Lessee and its guests shall also be entitled to use (i) the private lounges (if any), corridors, concession kiosks, restroom facilities and other common public areas located in the Arena (collectively, the “Common Areas”), and (ii) two (2) parking passes that will give Lessee access to a reserved/assigned area adjacent to the Arena, as depicted in Exhibit 2. Lessee's right to use the Common Areas is non-exclusive and shall be in common with all other persons that Lessor permits to use such areas. Lessor shall have the right to change, alter, reconfigure and close (temporarily or permanently) any portion of the Common Areas, without liability or responsibility to Lessee and without releasing Lessee from any of its obligations, covenants or agreements hereunder.

(c) Benefits to the Lessee under this lease include:

- (i) Bypass of ticketed entry lines with exclusive entry at stairwell;
- (ii) Easy access through stairwell staffed by an attendant;
- (iii) Lounge access;
- (iv) Access to free soft drink machine;

- (v) Exclusive bar access & service;
- (vi) Exclusive food ordering;
- (vii) Exclusive restroom access; and
- (viii) Free water stocked in suite refrigerator.

(d) Lessor hereby reserves the right to use the Suite and to permit other parties to use the Suite during Excluded Activities, with prior approval from the Lessee, without any liability or responsibility to Lessee, except Lessor shall clean the Suite and repair any damage thereto which occurs during the Excluded Activity.

(e) During the term of this Agreement, the Lessee shall not be entitled to sublet the Suite for any event or period of time whatsoever. If it is determined by the Lessor or Owner that such a transaction took place, this Agreement shall be terminated, with any prorated share of Lease payments remaining for the term refunded to the Lessee by the Lessor.

ARTICLE 2: TERM

(a) The term of this Agreement (the “Term”) shall commence on November 1, 2025 and shall expire (without the need for notice by Lessor or any other action whatsoever) November 1, 2027, unless terminated earlier pursuant to the terms hereof or in the separate Code of Conduct issued to the Lessee.

ARTICLE 3: LEASE RENTS

(a) The rent for use of the Suite during the shall be _____ (\$_____.00) for the first year of the term. On November 1, 2026, the yearly rent will increase by three percent (3%) to _____ (\$_____.00) Rent shall be paid in annual amounts due at the start of each rental year.

(b) Lessee shall not be entitled to any refund, abatement or reduction in the rents due or be released from any of its other obligations hereunder as a result of the cancellation or postponement of any event or any series of events or Lessor’s inability to schedule any event or series of events.

(c) All payments due under this Agreement shall be made to Lessor, at the address set forth herein or such other address as Lessor may specify in writing, without notice, demand, deduction or set-off. Any amount not paid when due hereunder shall bear interest, from the date due until the date paid, at the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate permitted under applicable law.

ARTICLE 4: TICKETING

(a) Lessee acknowledges and agrees that the Lease does not entitle the Lessee or

any of its invitees or guests' admission to the Arena or the Suite for any event without a valid admission ticket to that event (the "ticket").

(b) All attendees for the box must purchase a ticket at "mid-tier" (P3) rates as established for each event.

ARTICLE 5: SERVICES

(a) Lessor (or its designee) shall provide the following services to the Suite during all events where the Suite is occupied by Lessee or Lessee's guests: (i) such food and beverage catering service and bar tending services as Lessee may order from the Suite menu established by Lessor (or its designee) from time to time, and (ii) lighting, electricity, water, heating, air conditioning and ventilation. Lessee shall pay Lessor (or its designee) for the cost of all food and beverage furnished to the Suite at the then current rates established therefore and within ten (10) business days after Lessee's receipt of an invoice, therefore.

(b) After each event, Lessor shall, if necessary, clean the Suite and remove all rubbish therefrom at no additional charge to Lessee, except Lessee shall reimburse Lessor for the cost of any extraordinary cleaning required as a result of Lessee's (or its agents, representatives, employees, guests or invitees) use of the Suite. In addition, subject to Article 7(f) hereof, Lessor shall be responsible for repairing and maintaining the interior and exterior of the Suite, except in no event shall Lessor be responsible for repairing or maintaining any furnishings, equipment or other personal property placed in the Suite by Lessee. Lessor agrees to pay for the cleaning of the carpet in the Suite two (2) times annually.

(c) No interruption or malfunction of any service provided by Lessor hereunder shall constitute an eviction or disturbance of Lessee's use of the Suite or a breach by Lessor of its obligations hereunder or render Lessor liable for any damages or entitle Lessee to be relieved of any of its obligations hereunder. In the event of any such interruption or malfunction, Lessor shall use reasonable diligence to restore the affected service(s).

ARTICLE 6: FURNISHINGS AND DECOR

Lessee agrees to bear all costs of furnishing, decorating the Suite according to the needs and taste of Lessee, subject to the limitations in this Article 6. "Furnishing and decorating" includes, without limitation, furniture, wall hangings, plants and other similar non-permanent decorations (the "Furnishings"). No alterations of the suite shall be permitted. "Altering" includes, without limitation, wall coverings, flooring, countertops and other similar attached permanent alterations (the "Alterations"). The Lessee shall not permit the attachment, perfection or continuation for any period of any lien against or security interest in any property located in the Suite. Lessee shall not make any other changes, additions or improvements to the interior or exterior of the Suite or the fixtures and equipment therein without the prior written approval of Lessor. Any Furnishings or

that will be attached to any portion of the Suite shall be installed and removed by Lessor, and Lessee shall reimburse Lessor for the actual cost of installing or removing such articles and repairing all damage resulting therefrom within ten (10) business days after Lessor's written demand, therefore. During the Term, the Lessee supplied Furnishings shall remain the personal property of Lessee. Upon the expiration of the Term, the Lessee supplied Furnishings, at Lessee's option, shall either (i) remain in the Suite and, without any payment by Lessor, becoming the property of Lessor or (ii) be removed from the Suite and returned to Lessee, upon payment of all costs and expenses associated with returning the Suite to its original condition, normal wear and tear excepted. Lessee understands that additional individuals will have access to the Suite if it is sublet. Lessee assumes all risk of damage or loss of furnishings or decor that it provides for the Suite, including any damage or loss caused by these third parties.

(b) Lessee must provide MetraPark with a list of all furnishings or personal items being kept in the box. This notification shall include an estimated value of the property and a photograph of each item. Lessee assumes all risk of damage or loss of said property.

ARTICLE 7: COVENANTS OF LESSEE

Lessee covenants and agrees that Lessee and its agents, representatives, employees, guests and invitees shall:

(a) use the Suite solely for the purpose of observing events and for no other purpose whatsoever;

(b) not place any sign, banner, placard or other advertising material on the outside of the Suite or anywhere within the Suite which is visible outside the Suite;

(c) comply with all rules and regulations promulgated, from time to time, by Lessor in its sole discretion (the "Suite Rules & Regulations"), a copy of the current form of which are attached hereto as Exhibit 3;

(d) use the Suite (including, but not limited to, all floor coverings, seats, cabinets, appliances, furnishings, fixtures and equipment located therein) in a reasonable manner which preserves the condition thereof;

(e) promptly report, verbally and in writing, all damage, destruction and loss to the Suite (or any of the property located therein) to an authorized representative of Lessor;

(f) promptly reimburse Lessor for all costs incurred by Lessor to repair or, if necessary, replace any portion of the Suite (or the property located therein) or the Arena (or the property located therein) which is lost, damaged or destroyed as a result of the acts or omissions of Lessee or its agents, representatives, employees, guests or invitees;

- (g) abide by all agreements and restrictions on the use and transfer of tickets, and comply with all of the printed terms on the tickets;**
- (h) comply with all applicable federal, state and local laws, ordinances, statutes, orders, rules and regulations (collectively, “Legal Requirements”);**
- (i) maintain proper decorum while using the Suite and not engage in any activity which is a nuisance or interferes with the use of the Arena by other persons;**
- (j) arrange all food and beverage service through the Arena concessionaire (or such other party as Lessor may designate) and not bring any food or beverage into the Arena, including (but not limited to) any form of alcoholic beverages;**
- (k) refrain from dropping or throwing any objects in the Arena;**
- (l) not permit any liens or charges to attach to its interest in the Suite;**
- (m) not mortgage, pledge or otherwise encumber this Agreement or any of its rights hereunder;**
- (n) not assign, sell or otherwise transfer this Agreement or any of its rights hereunder, nor sublet all or any portion of the Suite without written authorization from Lessor;**
- (o) not take any action that would void, violate or cause an increase in premiums charged for any insurance policy maintained by Owner, Lessor, the Arena concessionaire or any of their affiliates;**
- (p) not film, record or transmit from the Suite or any other location within the Arena all or any portion of any event, or any description thereof, by any means (including, without limitation, radio or television transmission, whether broadcast “live” or by means of film or tape); and**
- (q) observe the hours of operation established for the Arena by Lessor for each event.**
- (r) Violation of any of the terms under this section can result in the suspension or termination of the lease agreement.**

ARTICLE 8: INSURANCE

Throughout the Term, Lessee shall maintain, in full force and effect, Public Liability Insurance for bodily injury and property damage in an amount of not less than \$750,000.00 for each occurrence and \$1,500,000.00 in the aggregate. Lessee assumes all risk with respect to, waives all claims in connection with, and shall indemnify, hold harmless and defend the Owner and the Lessor and their respective officers, agents and employees,

from and against any and all claims and liability arising from any death of or injury to any person or damage to any property whatsoever: (i) occurring in, on or about the Suite; (ii) arising from any violation of any provision hereof or any default of any obligation of Lessee hereunder; or (iii) arising from any act, omission or negligence of Lessee, its agents, contractors, employees or guests. Lessee shall maintain and submit upon execution of the lease agreement, a certificate of insurance acceptable to Yellowstone County. Lessee shall pay all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim and any action or proceeding brought thereon. If any action or proceeding is brought against the Owner or the Lessor by reason of any such claim, upon notice from the Owner or the Lessor, Lessee shall defend the same at Lessee's expense by providing legal counsel satisfactory to the Owner or to the Lessor. Lessee shall maintain and submit upon execution of the Agreement, a certificate of insurance acceptable to Yellowstone County.

ARTICLE 9: LESSEE DEFAULT AND LESSOR'S REMEDIES

(a) Lessee shall be deemed to be in default under this Agreement upon the occurrence of any of the following events (a "Lessee Default"):

(i) Lessee's failure to pay (when due) any Lessee rent or other amount to be paid by Lessee hereunder, unless such failure is cured within five (5) business days after written notice thereof is received by Lessee;

(ii) Lessee's failure to perform or observe any of its other duties, obligations or covenants under this Agreement, unless such failure is cured within a reasonable period of time, not to exceed ten (10) business days, after written notice thereof is given to Lessee;

(iii) any repeated (two or more times) violation of this Agreement;

(iv) any violation by Lessee (or its agents, representatives, employees, guests or invitees) of the Suite Rules or applicable Legal Requirements; or

(v) the filing by or against Lessee of a petition under the Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof (unless such petition is dismissed within sixty (60) days of the filing thereof).

(b) Upon the occurrence of any Lessee Default, Lessor may, at its option:

(i) Terminate this Agreement, in which event Lessee shall immediately surrender the Suite to Lessor. If Lessee fails to surrender the Suite, Lessor may, without prejudice to any other remedy which it may have, enter upon and take possession of the Suite and expel Lessee and any other person who may be occupying the Suite, in accordance with law without being liable for prosecution or any claim for Damages therefor.

(ii) Enter upon and take possession of the Suite and expel Lessee and any other person who may be occupying the Suite, in accordance with law, and re-lease the Suite on behalf of Lessee and receive all amounts therefrom; and Lessee agrees to pay to the Lessor any deficiency between the amounts due hereunder and the amount received by Lessee by reason of the relicensing of the Suite. In the event Lessor is successful in re-leasing the Suite at a rate in excess of that to be paid by Lessee hereunder, Lessee agrees that it shall not be entitled to such excess.

(iii) Enter upon the Suite, in accordance with law, and do whatever Lessee is obligated to do under the terms of this Agreement; and Lessee agrees to reimburse Lessor, on demand, for any expenses which Lessor may incur in effecting compliance with Lessee's obligations hereunder Lessee further agrees that Lessor shall not be liable for any Damages resulting to the Lessee from such action, whether caused by the negligence of the Lessor or otherwise.

(iv) Expel Lessee and any other person who may be occupying the Suite, in accordance with law, for the balance of any event, and Lessee shall not be entitled to any refund, reduction or abatement of the Lessee Fees and other amounts due hereunder as a result thereof.

(c) Irrespective of the remedy Lessor elects to pursue, Lessor shall be entitled to recover from Lessee all Damages. If Lessor terminates Lessor's obligations and Lessee's rights under this Agreement or elects to re-lease the Suite on Lessee's behalf, Lessor's Damages shall include, but not be limited to, all expenses incurred by Lessor to re-lease the Suite (including, without limitation, concessions granted to any new Lessee, advertising expenses, the cost of repairs, maintenance, replacements, alterations and improvements, court costs, legal fees and brokerage commissions).

(d) Lessee agrees that Lessor may file suit to recover any sums due Lessor under this Article 10 from time to time and that such suit or the recovery of any amount due Lessor shall not be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of Lessor.

(e) Lessor shall use reasonable efforts to mitigate the damages it suffers as a result of Lessee's breach of this Agreement; provided Lessee agrees that (i) Lessor will have satisfied its obligation to mitigate damages if Lessor endeavors, in good faith, to re-lease the Suite, and Lessor will only be required to use the same efforts to re-lease the Suite as it uses to rent other Suites in the Arena, (ii) Lessor will not be required to give preference to the Suite over other vacant Suites in the Arena, (iii) Lessor may reject any prospective Lessee who, in Lessor's judgment, is disreputable or lacks the financial ability to perform the Lessee's obligations under Lessor's then current form Suite Lease Agreement, and (iv) Lessor may reject any offer to lease the Suite at a rate which is less than the rate then being charged for comparable Suites in the Arena or on terms that are less favorable than those contained in this Agreement or which (in Lessor's reasonable discretion) is not in the best interests of the Arena.

(f) The foregoing remedies of Lessor shall not be to the exclusion of any other right or remedy provided in this Agreement or otherwise available to Lessor at law or in equity. No waiver by Lessor or any default or breach by Lessee of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by Lessee hereunder, and no failure or delay by Lessor in the exercise of any remedy provided in this Agreement shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to Lessor.

ARTICLE 10: LESSOR DEFAULT AND LESSEE'S REMEDIES

(a) The failure by Lessor to observe or perform any of its material obligations of this Agreement to be observed or performed by Lessor, where such failure shall continue for a period of thirty (30) days after written notice hereof from Lessee to Lessor shall be a breach or default of this Agreement, provided, however, that if the nature of Lessor's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said 30-day period and thereafter diligently pursues such cure to completion ("Lessor Default").

(b) In the event of any Lessor Default, Lessee shall have the right (except as set forth below) to pursue all remedies available to it at law or in equity, including, but not limited to, bringing an action for injunctive relief; provided, in no event shall Lessee have the right to terminate or cancel this Agreement on account of any Lessor Default nor shall Lessees have the right to collect indirect, punitive, exemplary, general or consequential damages

(c) No waiver by Lessee or any default or breach by Lessor of its obligations hereunder shall be construed to be a waiver or release of any other or subsequent default or breach by Lessor hereunder, and no failure or delay by Lessee in the exercise of any remedy provided in this Agreement shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to Lessee.

ARTICLE 11: ACCESS BY LESSOR

Lessor, its agents, employees and representatives shall have the right at all times (other than during events, unless reasonably deemed necessary by Lessor and as necessary to fulfill Lessor's obligations under this Agreement) to enter the Suite for purposes of making repairs and performing its other obligations hereunder, inspecting the Suite, showing the Suite to prospective lessees, lenders and other parties, and for all other reasonable purposes. In order to insure that Lessor can exercise its rights under this Article 11, Lessor shall keep and maintain a key to the Suite, and Lessee shall not change the locks or place any additional locks on, or otherwise impede Lessor's access to, the Suite or any storage closets and cabinets therein.

ARTICLE 12: DESTRUCTION OF SUITE OR ARENA

(a) In the event of any damage or destruction of the Suite caused by any act or conduct of Lessee, its employees, agents, representatives, guests or invitees, Lessor may restore the Suite, at Lessee's sole cost and expense, to as good a condition as existed prior to such damage or destruction, and, whether the Suite is restored or not, this Agreement shall continue in effect without any abatement of or reduction in the rents or the other obligations of Lessee hereunder.

(b) In the event of any damage or destruction of the Suite not caused by the negligence (ordinary or otherwise) or willful misconduct of Lessee, its employees, agents, representatives, guests or invitees, Lessor shall, at its own expense, restore the Suite to as good a condition as existed prior to such damage or destruction.

(c) Notwithstanding the foregoing, regardless of whether the Suite is damaged in any way, if the Arena is significantly damaged or substantially destroyed, by written notice to Lessee within 60 days after the date of such damage or destruction, Lessor may terminate Lessor's obligations and Lessee's rights under this Agreement. In such event, Lessee shall be entitled to a refund of the unearned portion of any Lease Fees paid by Lessor, less any sums owed by Lessee under this Agreement. As used in this Agreement, "substantially destroyed" means the damage or destruction of twenty five percent (25%) or more of the value of the Arena based upon the replacement cost thereof.

ARTICLE 13: SURRENDER

Upon the expiration or earlier termination of Lessor's obligations and Lessee's rights under this Agreement, Lessee shall surrender possession of the Suite to Lessor in the condition in which originally delivered to Lessee, normal wear and tear excepted.

ARTICLE 14: MISCELLANEOUS

(a) In the event compliance with any of Lessor's obligations under this Agreement is impractical or impossible due to strikes, lockouts, labor disputes, embargoes, flood, earthquake, storm, lightning, fire, epidemic, acts of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism, restraint by court order or order of public authority, failure of machinery or equipment or any other occurrence beyond Lessor's reasonable control (each such occurrence being an "Event of Force Majeure"), then the time for performance of such obligations shall be extended for a period equal to the duration of the Event of Force Majeure.

(b) This Agreement is and shall be subordinate to all mortgages, deeds of trust and other security interests now or hereafter encumbering the Suite or the Arena, and to any and all advances made thereunder and all renewals, replacements, modifications, consolidations and extensions thereof; provided the holder of any such mortgage, deed of trust or other security interest (a "Mortgagee") agrees to recognize Lessee's rights

hereunder and not disturb Lessee's use of the Suite in accordance with terms hereof so long as no Lessee Default occurs.

(c) In the event the Lessor transfers or assigns its rights hereunder, Lessor shall be released from any further obligations under this Agreement and Lessee shall look solely to such transferee or assignee for performance of such obligations as may arise thereafter.

(d) Lessee shall, within ten (10) business days after presentation by the Lessor, execute, acknowledge and deliver to the Lessor (or its designee) a statement in writing: (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as modified, is in full force and effect), (ii) the amount of prepaid rent; (iii) acknowledging that there are not, to the Lessee's knowledge, any uncured defaults by the Lessor hereunder, or specifying any such defaults, and (iv) making such other certifications respecting this Agreement as Lessor may reasonably request. Any such statement may be conclusively relied upon by Lessor, Owner, any Mortgagee or any other person to whom the same is delivered.

(e) All notices, demands and other communications between the parties required hereunder shall be in writing and deemed given upon personal delivery, confirmed email transmission, or if mailed, postage prepaid, to the respective addresses and email addresses as set forth below. Either party may specify another mailing address or email address, from the one set forth below, by notice to the other as provided herein.

If to Lessor: 308 6th Avenue North
P.O. Box 2514
Billings, MT 59103
Attention: General Manager
Phone: (406) 256-2400
Email: sfield@metrapark.com

If to Lessee: _____

(f) This Agreement shall be construed and enforced in accordance with the laws of the State of Montana, without regard to the conflicts of laws principles thereof, and venue for any dispute arising hereunder shall lie exclusively in Yellowstone County, Montana.

(g) The nature of the interest granted herein to Lessee is a lease only. The parties do not intend that this Agreement create a tenancy, leasehold estate or easement nor any joint venture, employer/employee or agency relationship. The Agreement shall not be recorded in any public records by Lessee and any attempt to do so by Lessee shall, at the option of Lessor, make this Agreement void and of no effect.

(h) Lessor shall have no duty or obligation to provide security for the Suite or for any of Lessee, its employees, agents, representatives, guests or invitees.

(i) This Agreement is an integrated contract, which contains all agreements of the parties with respect to the Suite, the Arena and any other subject hereof. No other prior or contemporaneous agreement or understanding pertaining to the Suite shall be effective. This Agreement may be modified in writing only, signed by the parties hereto. There are no oral or written statements, representations, agreements or understandings which modify, amend or vary any of the terms of this Agreement. Unless the context requires otherwise, references such as or similar to “hereof” refer to this Agreement and the Exhibits hereto as a whole and not merely to the paragraph, section or other subdivision in which such words appear. The singular shall include the plural and the masculine gender shall include the feminine and the neuter unless the context otherwise requires. The captions and headings throughout this Agreement are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning, scope or intent of any provision of this Agreement. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order of a court of competent jurisdiction, this Agreement shall be construed as if it did not contain such phrase, clause or paragraph.

(j) This Agreement and all the terms and provisions hereof, shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

(k) Time shall be considered of the essence for purposes of determining whether Lessee has complied with the terms, covenants, conditions and provisions of this Agreement.

(l) Any personal property brought into the Suite or the Arena by Lessee shall be kept therein at the sole risk of Lessee, and, in no event shall Lessor, Owner or their respective officers, directors, partners, agents, employees and contractors and/or parties permitted to use the Suite during Excluded Activities be liable or responsible for any loss or damage thereto or the theft or destruction thereof, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE, THEFT OR DESTRUCTION IS THE RESULT OF THE NEGLIGENCE (BUT NOT INCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF LESSOR, OWNER OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES AND CONTRACTORS.

ARTICLE 15: EXHIBITS

The following Exhibits are attached hereto and made a part hereof:

<u>Exhibit 1</u>	Suite Description and Designation
<u>Exhibit 2</u>	Parking Map
<u>Exhibit 3</u>	Suite Rules and Regulations

Signed and Executed on the _____ day of _____, 2024

LESSOR

LESSEE

MetraPark

Signature

Stoney Field, General Manager

Printed Name

Exhibit 1

SUITE DESCRIPTION AND DESIGNATION

Suite Amenities Owned by Lessor

- **Individual climate control;**
- **Refrigerator and counter area;**
- **Cabinets above and under counter area;**
- **One (1) color television;**
- **Trashcan;**
- **Private local telephone service to access Suite Services and place local calls.**

Location of Suite

Suite # ____ is located on the _____ side of the arena just above Section ____.

Exhibit 2

Parking Map & Entrance to Suites

Exhibit 3

SUITE RULES AND REGULATIONS

- (i) Lessee, its guests, invitees, agents and employees are prohibited from bringing into the Arena or the Suite any video and audio recorders, aside from personal cell phones. Any such audio or video equipment found in the Suite or in the possession of Lessee, its guests, invitees, agents and/or employees anywhere within the Arena will be confiscated by Lessor or its designee. Recordings found in such equipment will be confiscated and will not be returned.**
- (ii) Illegal drugs or any controlled substances are not allowed in the Suite or anywhere in the Arena. Any individual found in violation of this prohibition will be prosecuted to the fullest extent of the law.**
- (iii) Subject to specific requirements of any event promoter, Suites may be occupied no earlier than the time of public opening of the facility before each event and must be vacated within one (1) hour after the end of such event.**
- (iv) Lights in the Suites must be turned off during performances requiring black-outs in the audience. Switching on and off of Suite lights (“Blinking”); use of colored lights; or other Suite lighting which distracts from an event or performance are prohibited.**
- (v) Loud or abusive behavior which detracts from the performance or disturbs other guests attending an event will not be permitted.**
- (vi) Occupancy of the Suite is limited to a maximum of ____ people.**
- (vii) The Arena is a smoke-free environment. Smoking is not allowed in the Suite, elevators, concourses, restrooms, Common Areas or any other location in the Arena.**
- (viii) Guests using the Suite shall have a “mid-tier” (P3) ticket for each event they are attending. The Lessor or its designee “Representative” will not allow anyone access to the Suite without such a ticket or other pass issued by Lessor.**
- (ix) Lessee, its guests, invitees, agents and employees are required to maintain proper decorum at all times while occupying the Suite. Lessee will be responsible for the personal conduct and any costs, expenses or charges resulting from use of the Suite by Lessee, its guests, invitees, agents or employees.**
- (x) Lessee, its guests, invitees, agents and employees shall not use any sound making device (including, but not limited to, loudspeakers, stereos, televisions, radios and video monitors) in a manner which can be heard outside the Suite.**
- (xi) Lessee, its guests, invitees, agents and employees shall not use or bring within the Arena any laser pointers, air horns or any artificial noisemaker of any kind.**

- (xii) Lessee must have an assigned “Representative” in the Suite for each event in which the Suite is in use. This Representative must be responsible for all activities and actions in the Suite by all individuals in the Suite. Payment for any food or beverages ordered by this Representative will be responsibility of Lessee, unless otherwise arranged in advance.**

B.O.C.C Wednesday Discussion

Meeting Date: 05/07/2025

Title: CLOSED: Stone, litigation

Submitted For: Melissa Williams, Deputy County Attorney

Submitted By: Melissa Williams, Deputy County Attorney

TOPIC:

CLOSED: Stone, Litigation

BACKGROUND:

CLOSED: New lawsuit- Stone

RECOMMENDED ACTION:

Agenda Item
