

March 22, 2017

#6

tabled on:

INFORMATION FOR THE January 11th  
TONOPAH TOWN BOARD MEETING

AGENDA ITEM:

Best In The Desert – Tonopah “250” Long Distance Race. Requesting permission to use Joe Friel Field and old paint ball area for Camp Adventure, town streets for contingency and tech inspection, and possible sue of Tonopah Convention Center for driver/ rider registration.

PETITIONER: (Include Name, Address, Phone Number, E-mail)

Casey Folks  
Best In The Desert  
3475 C Boulder Highway, Las Vegas, NV 89121  
(702) 457-5775  
bitd@bitd.com

BACKGROUND OF ACTION ITEM REQUESTED:

Tonopah “250” Off road race with full complement of off Road Vehicles – Car, Truck, Motorcycle, Quad and UTV’s – October 19th-22nd

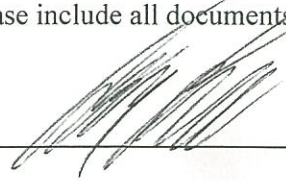
FISCAL IMPACT:

Approximately 3,000 people - racers/ support crew/ families

Please note: Due to posting requirements, all agenda items must be turned in by 12:00 noon five working days (Wednesday) prior to the day of the scheduled meeting or by 12:00 noon six working days (Tuesday of the prior week ) if a holiday falls prior to the meeting.

**NOTE: (The days in parentheses are for regular scheduled Town Board meetings which fall on the second and fourth Wednesday of each month)**

In order to facilitate the review and consideration of an agenda item presented to the Tonopah Town Board, please include all documents or any relevant material or information with your request.

  
\_\_\_\_\_

Signature (required)

JAN. 2, 2017

Date

Request taken by: Kat Galli

Date: 1.3.17

# BEST IN THE DESERT RACING ASSOCIATION

2017 - VT CONSTRUCTION TONOPAH "250"

presented by POLARIS RZR

## TONOPAH HOTEL LIST

Thursday, October 19, 2017 – Early arrivals

Time Trials for Trick Trucks and Class 1500

Friday, October 20, 2017

### Tonopah

Tonopah Station (RV Spaces available)	(775) 482-9777 – (866) 611-9777
Economy Inn	(775) 482-6238
Best Western/Hi-Desert	(775) 482-3511
Tom Butler Hotel	(775) 482-3577
Passport Inn	(775) 482-8202
Humbug Flats	(775) 482-6291
Tonopah Motel	(775) 482-3987
Mizpah Motel	(775) 482-3030

### Tonopah Rentals (House, Apartment, Trailer)

McGowan-Rentals – Joan Cerutti	(619) 370-3453
MT. Brock Estates – Rentals	(775) 482-3385
Diane Perchetti- Rental Units	(775) 482-6601
Dill with Enterprises Inc Rentals - Mary Dillwith	(775) 482-6412
Rhines Rental Service - Barbara Rhines	(775) 482-5390

### RV Spaces - Tonopah

Tonopah Station	(775) 482-9777
Tonopah RV Park	(775) 482-6814
Jensen Trailer/RV Park	(775) 482-3737
Joyland Trailer/RV Park	(775) 482-9444
Tonopah Hospitality RV	(775) 482-1700



Unlimited RV Parking w/o hook-ups behind the Exxon Station/Tonopah Truck Auto Park

(South end of town) the area is level.

RV Parking camping, no hook-ups, no services at Camp Adventure, dirt area above High school



# BEST IN THE DESERT RACING ASSOCIATION

“THE AMERICAN OFF-ROAD RACING SERIES”

## 2017 - Off-Road Racing Schedule

### GMZ UTV WINTER NATIONALS PARKER “250” presented by **Polaris**

JANUARY 6, 7, 2017 - (Race in Parker, AZ)

“SHOWDOWN IN THE DESERT”

MOTORCYCLE, QUAD & UTV POINTS ONLY – NO PRE-FUN RUN



### BLUEWATER RESORT PARKER “425” presented by **IMPACT**

FEBRUARY 2, 3, 4, 5, 2017 - (Race in Parker, AZ - Time Trials February 2, 2017)

“THE LEGEND LIVES ON”

CAR & TRUCK POINTS ONLY – 1-DAY PRE-FUN RUN ON SUNDAY, JAN. 8, 2017



### POLARIS RZR MINT “400” presented by **BFG**

MARCH 2, 3, 4, 5, 2017 - (Race in Las Vegas, NV - Time Trials March 2, 2017)

“THE GREAT AMERICAN OFF-ROAD RACE”

CAR/TRUCK & UTV POINTS ONLY – NO PRE-FUN RUN



### MOTION PRO NEVADA “200” TRAIL RIDE

MARCH 31, APRIL 1, 2, 2017 - (Trail Ride in Caliente, NV – Non-Competitive Event)

“AN EPIC MOTORCYCLE OFF-ROAD ADVENTURE”

MC ONLY / TRAIL RIDE EVENT - NO POINTS - CALL FOR INVITATIONS



### POLARIS RZR UTV WORLD CHAMPIONSHIP

APRIL 14, 15, 2017 – (Race in Laughlin, NV)

“A DESERT RACE IN A CLASS OF ITS OWN”

MOTORCYCLE, QUAD & UTV POINTS ONLY – FAMILY POKER RUN/UTV'S ONLY



### METHOD RACE WHEELS LAUGHLIN DESERT CLASSIC

*presented by CANIDAE TAP IT*

MAY 11, 12, 13, 14, 2017 - (2-day race / Race in Laughlin, NV - Time Trials May 11, 2017)

“DUEL IN THE DESERT”

CAR & TRUCK POINTS ONLY – FAMILY POKER RUN/UTV'S ONLY



### GENERAL TIRE “VEGAS to RENO” presented by **FOX**

AUGUST 16, 17, 18, 19, 2017 - (Race on Friday - Time Trials August 16, 2017)

“THE LONGEST OFF-ROAD RACE IN THE UNITED STATES”

POINTS FOR ALL CLASSES – NO PRE-FUN RUN



### POLARIS RZR SILVER STATE “150” presented by **Method Race Wheels**

SEPTEMBER 22, 23, 24, 2017 – (Race in Caliente, NV – 1-day race)

“THE AMERICAN ADVENTURE CONTINUES”

MOTORCYCLE, QUAD & UTV POINTS ONLY – NO PRE-FUN RUN



### VT CONSTRUCTION TONOPAH “250” presented by **Polaris**

OCTOBER 19, 20, 21, 22, 2017 – (Race in Tonopah, NV - 1-day race - Time Trials October 19, 2017)

“AN EPIC OFF-ROAD RACE”

POINTS FOR ALL CLASSES – NO PRE-FUN RUN      Revised 12/16/16



### PAHRUMP NUGGET “250” presented by **Supercross.com**

NOVEMBER 30, DECEMBER 1, 2, 3, 2017 - (Race in Pahrump, NV - Time Trials November 30, 2017)

“RACE FOR THE GOLD”

CAR/TRUCK & UTV POINTS ONLY – 1-DAY PRE-FUN RUN ON SATURDAY, NOV 25, 2017



2017 Points – You MUST Start ALL of the races for a Class Championship!

For more information contact  
Best In The Desert ~ (702) 457-5775, (702) 641-2431 fax, [bitd@bitd.com](mailto:bitd@bitd.com), [www.bitd.com](http://www.bitd.com)  
Schedule REVISED as of 12/16/16 (Subject to change, check periodically)

*Life is An Adventure ~  
Come Live Your Adventure with  
Best In The Desert*

## USE AND MAINTENANCE AGREEMENT

This Agreement is hereby made and entered into this 22<sup>nd</sup> day of March, 2017, by and between the UNINCORPORATED TOWN OF TONOPAH, P.O. Box 151, Tonopah, Nevada, 89049, hereinafter referred to as the "TOWN", and the BEST IN THE DESERT RACING ASSOCIATION, 3475 C Boulder HWY, Las Vegas, NV 89121, hereinafter referred to as the "BITD".

### WITNESSETH:

WHEREAS, the TOWN is the owner of certain improved real property, commonly known as the Joe Friel Sports Complex and Old Paint Ball Area, hereinafter referred to as the "Premises"; and

WHEREAS, the BITD desires to use said Premises for "Camp Adventure"; and

WHEREAS, the Tonopah Town Board, at a regular and properly agendized meeting held on March 22, 2017, discussed the issue of allowing the BITD to use and maintain the Premises, and voted to allow the BITD to use and maintain the Premises, under the terms and provisions hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements of the respective parties herein set forth, it is agreed as follows:

1. Term of Agreement.

This Agreement shall become effective on \_\_\_\_\_ and shall be terminated on \_\_\_\_\_.

2. Premises Subject to this Agreement

- a. This Agreement pertains to a portion of the TOWN'S improved real property (the "Premises"), more particularly described as follows:

Section 1, Township 2 North, Range 42 East, F#285846, Parcel 2, P#27-80-0700, Parcel #8-271-12, together with the improvements thereon, commonly known as the Joe Friel Sports Complex (the "Complex"), being 16.83 acres, more or less; and includes the ball fields, parking area and all other land areas designated as part of the Complex, all structures, field lighting, playground structures, store room, restrooms and meeting room.

3. Maintenance

- a. The BITD agrees to perform routine maintenance and general clean-up of the Premises.
- b. The TOWN agrees to maintain all infrastructures of the Premises, including, but not limited to, sprinkler lines, water mains and all appurtenances to the same, buildings, structures, and lighting and other fixtures.
- c. The TOWN agrees to provide maintenance of the fields, including but not limited to mowing, watering and lining, as needed.

- d. The BITD covenants and agrees to notify the TOWN immediately when repairs are required to be performed on any fixture or structure on the Premises. Continued use of said fixture or structure in a state of disrepair shall be considered negligence by the BITD, and any costs incurred during organized scheduled activities due to said negligence will be the responsibility of the BITD.

4. Authorized Uses

It is agreed by the parties hereto that the Premises herein shall be used by the BITD to conduct "Camp Adventure"; and the BITD covenants to refrain from conducting any activities on the Premises not reasonably related to or incidental thereto, without first obtaining written consent therefore from the Town Board or Administrative/Utility Manager.

5. Waste, Nuisances and Unlawful Acts

- a. The BITD covenants that it will not commit, or suffer any person on the premises at the BITD'S invitation or by the BITD'S permission, to commit waste upon the Premises or commit or suffer any such person to commit a public or private nuisance at the Premises, or commit or suffer to permit any illegal or immoral activities to be carried on at the Premises.
- b. The BITD further covenants and agrees, at all times during the term of this Agreement, to conduct business and activities at the Premises in a lawful manner and in conformity with all applicable laws of the United States and the State of Nevada, and all ordinances, rules and regulations of the County of Nye, the Town of Tonopah (including the Tonopah Town Park Ordinance), and any and all other competent public authority affecting the use or condition of the Premises.

6. Condition of Premises

The BITD acknowledges that the Premises have been examined, that the BITD knows the condition thereof, and that there have been no representations regarding the condition thereof relied upon in the execution of this Agreement. The BITD accepts the Premises "as is", in the condition in which said Premises are at the present time.

7. Improvements

- a. The BITD shall not, without the written consent of the TOWN, make or cause to be made improvements, alterations, changes, or additions in, on or to the Premises.
- b. In the event that the BITD requests and receives permission to make improvements to or on the Premises, all costs and expenses of making improvements, alterations, changes, or additions shall be the liability and obligation of the BITD alone, and the BITD shall promptly make payment of all such costs and expenses. The BITD shall comply with all applicable laws, ordinances, regulations, rules and orders of any and all governmental authorities with respect to all improvements, alterations, changes, or additions made by the BITD on the Premises.

- c. The BITD acknowledges and agrees that title to all improvements now existing on the Premises, and all improvements, alterations, and additions as may be hereafter made by the BITD on the Premises, shall be in the TOWN alone and, upon the termination of this Agreement, whether by lapse of the term hereof, forfeiture, or otherwise, the BITD shall not remove any such improvements, alterations, and additions from the Premises.

8. Fixtures

The BITD acknowledges and agrees that title to all fixtures now existing on or in the Premises, and all fixtures hereafter installed on or in the Premises shall be in TOWN alone and, upon the termination of this Agreement, whether by lapse of the term hereof, forfeiture, or otherwise, the BITD shall not remove any such fixtures from the Premises.

9. Possession and Inspection

- a. During the term of this Agreement, and so long as the BITD performs all the terms and conditions required hereunder, the BITD shall enjoy all the rights to the Premises granted hereunder.
- b. The TOWN shall have the right to visit and inspect the Premises, at all reasonable times, to ascertain whether the BITD is complying with the terms and conditions of this Agreement.

10. Vacation of the Premises

- a. Upon the termination of this Agreement, whether by lapse of time, forfeiture or otherwise, the BITD will vacate and surrender possession of the Premises to the TOWN.
- b. Prior to surrender of possession to the TOWN, the BITD shall have the right to remove from the Premises all personal property of the BITD, excepting any personal property which has been installed so as to become a fixture in or on the Premises.

11. Assignment

Any assignment of this Agreement, in whole or part, without the written consent of the TOWN being first obtained, shall nullify this Agreement.

12. Termination of Agreement

It is expressly understood that this Agreement may be terminated for good cause, by either party hereto, by giving ten (10) days' written notice of termination, delivered via certified mail, return receipt requested.

13. Default

In the event the TOWN determines that the BITD is in default under any of the provisions hereof, the TOWN shall give the BITD written notice thereof, delivered via certified mail, return receipt requested, specifying the provision(s) under which the default has been determined to exist, and the BITD shall have ten (10) days from the date of receipt of written notice to cure such default. In the event the BITD does not correct any such default within the (10) days of receipt of notice, the TOWN may declare this Agreement forfeited, cancelled and terminated, and may enter and repossess all of the Premises, with or without process of law.

14. Covenant of Non-Discrimination

The BITD covenants that in carrying out its business, and in its use of the Premises, it will in no way discriminate against, or allow the discrimination against, any person or persons on the basis of race, color, nationality, religion, gender, age, disability, or any other feature, trait or characteristic now classified as worthy of protection or which becomes so classified, under the federal or state laws and constitutions, during the term of this Agreement.

15. The BITD'S Employees/Volunteers

The BITD shall be responsible for the wages and the insurance of all persons the BITD employs on the Premises; and the BITD shall carry out and fully comply with all laws, both federal and state, relating to the employment of labor.

16. Insurance

- a. The BITD agrees to maintain in effect, for the term of this Agreement, general liability and, if the BITD intends to employ any persons on the Premises, State Industrial Insurance System (employer's liability), insurance indemnifying the BITD and the TOWN against losses and/or claims arising from or during the BITD'S occupation and use of the Premises.
- b. The BITD shall maintain no less than Three Million Dollars (\$3,000,000.00) combined single limit in general liability insurance.
- c. The BITD shall maintain no less than the statutorily required minimum in State Industrial Insurance System (employer's liability) insurance, if it employs any person or persons on the Premises.
- d. The BITD shall not occupy the Premises until the TOWN has been furnished with certificates of insurance evidencing the BITD'S compliance with the insurance provisions of this Agreement. Said certificates will provide that the referenced insurance will not be cancelled or reduced without at least thirty (30) days written notice to the TOWN.

17. Indemnification

It is agreed and understood that the BITD will indemnify and hold the TOWN harmless from and against all claims, demands, actions or suits, including attorney's fees based upon or arising out of personal injury, including death or property damage caused by or sustained by the BITD and/or any other person or persons, in connection with the BITD occupation or use of the Premises under the provisions of this Agreement. The BITD expressly covenants to relieve the TOWN from any and all liability or responsibility in connection therewith, and/or from any injuries to persons or damages to property occurring or committed on the Premises as a result of the activities conducted thereon by the BITD, its agents, contractors or employees.

18. Force Majeure

Neither of the parties hereto shall be liable to the other for failure to perform the obligations required to be performed hereunder for such period of time as its failure of performance is caused by strikes, acts of God, national war emergency, or government restrictions.

19. Notices

Any notice required or permitted to be given hereunder shall be deemed properly given upon delivering the same via certified mail, return receipt requested, postage prepaid, to the addresses hereinabove set forth.

20. Relationship of Parties

All other provisions in this Agreement to the contrary notwithstanding, it is expressly understood and agreed that nothing herein contained shall be deemed to constitute a partnership or a joint venture between the TOWN and the BITD; nor shall the TOWN become liable for any debt or obligation incurred by the BITD in the operation of any of the business or activities conducted on the Premises.

21. Interpretation and Construction

The paragraph captions or headings in this Agreement are inserted for convenience only and shall not be considered as part of this Agreement, or use in its interpretations. Such captions in no way define, limit or describe the scope or intent of this Agreement and are for reference only.

22. Entire Agreement

This Agreement sets forth the entire understanding between the parties, and there are no terms or conditions other than those set forth herein.

23. Modification

This Agreement may only be modified or amended by a written instrument signed by the parties with the same formality as this Agreement.



24. Governing Law

The formation, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada applicable to contracts to be performed wholly within the State of Nevada.

25. Inurement

This Agreement shall be binding upon and inure to the benefit of all the heirs, administrators, executors, successors and assigns of the parties hereto.

26. Time of the Essence

Time is of the essence of this Agreement.

27. Severability

If any provision of this Agreement is held to be invalid, such invalidity shall not affect the validity of provisions of this Agreement which can be given effect without the invalid provisions, and to the end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto do hereby execute this Agreement on the date hereinabove first appearing.

TOWN:  
Tonopah Town Board

BITD:

\_\_\_\_\_  
Duane Downing, Town Board Chairman

\_\_\_\_\_  
Donald Jackson, Authorized Representative

ATTEST:

\_\_\_\_\_  
Kat Galli, Deputy Town Clerk