

SUBLEASE

THIS SUBLEASE is made and entered into on this June 7, 2016 by and between Nahata Dziil Commission Governance, hereinafter called the Sublessor, whose address is PO Box 400, Sanders, AZ 86512 and the Puerco Valley Rodeo Club, Inc., hereinafter called the Sublessee, whose address is PO Box 183, Chambers, AZ 86502 under the provisions of PL 93-531, as amended by PL 93-531, as amended by PL 96-305 and P1100-666.

1. **LAND DESCRIPTION.** For and in consideration of the covenants and agreements hereinafter set out, the Sublessor hereby subleases to the Sublessee the following described premises: A 240 square feet concession building, rodeo grandstand with arena facilities and adjacent parking area located in the Northwest quarter of Section 25, Township 21 North, Range 28 East, Gila and Salt River Meridian, on the New Lands at Sanders, Arizona. The rodeo arena tract of land equals to 13.89 acres, map attached.
2. **TERM.** This sublease shall be for a term beginning June 7, 2016 and continuing until September 30, 2018 unless sooner terminated as hereinafter provided.
3. **PURPOSE.** This sublease shall be for the purpose of using and maintaining the premises by the Puerco Valley Rodeo Club, Inc. to promote skills related to the handling of livestock and provide recreation for the people of the Nahata Dziil community; and to co-sponsor rodeos with local youth organizations and professional rodeo organizations. The Sublessee is qualified under the Navajo Nation Corporation Code.
4. **RENTAL** Because the activities benefit the Sublessor and the chapter members, the Sublessor foregoes any rental fees.
5. **TERMINATION OF PUERCO VALLEY RODEO CLUB SUBLEASE.** In the event the subleased premises shall be used for any purpose other than the operation of the Puerco Valley Rodeo Club, Inc. activities and recreation, then the Lessor and the Sublessor at their option may cancel and terminate this sublease if such unauthorized use has not been terminated within thirty (30) days after written notice by Lessor or Sublessor that the lease premises are being used for unauthorized purpose.
6. **REMOVAL OF PERSONAL PROPERTY AND EQUIPMENT.** Sublessee shall have the right to remove all personal property from the subleased premises within forty-five (45) days after the termination or expiration of this sublease, *such as personal property owned by the rodeo committee: stove, refrigerator, microwave, crock-pot, coffee maker, cleaning supplies, barbecue grill, tables, chairs, temporary canopy, tent, barrels, portable commodes, and committee owned PA system. All personal properties shall be removed after each scheduled event. Any improvements made to the premises shall remain with the rodeo arena tract of land when the lease is terminated.*

- 7. INTEREST OF MEMBER OF CONGRESS.** No member of, or delegate to Congress, or employee of the Department of Interior shall be admitted to any share or part of this sublease or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this sublease if made with a corporation or company for its general benefit.
- 8. SANITATION.** Sublessee hereby agrees to comply with all applicable sanitation codes, requirements or laws which may be related to the purpose of this sublease as set forth in Section 3 herein above. Such compliance shall specifically include, but not be limited to the sanitary regulations and the environmental protection agency regulations of the United States Government Indian Health Service and Navajo Nation.
- 9. MAINTENANCE.** Sublessee further agrees at all times to repair and maintain the entire premises in a safe, sanitary condition, presenting a good appearance both inside and out in all buildings operated on the leased premises. Upon availability of funds and upon the approval of Lessor and Sublessor, the subleased premises shall be improved.
- 10. UNLAWFUL USES.** Sublessee agrees that it will not use or cause to be used any part of the subleased premises for any unlawful conduct or purposes.
- 11. LEASE BINDING.** This sublease and covenants, conditions and restrictions hereof shall extend to and be binding upon the successors, heirs, assigns, executors and administrators of the parties hereto.
- 12. PROPERTY USE — COMPLIANCE WITH LAW.** The buildings and other facilities erected on the site and uses to which the site is put shall comply with the laws, statues, regulations, ordinances and rulings of the Navajo Nation and the United States Government. Any subsequent changes in use will be subject to the approval of the Lessor.
- 13. INSURANCE.** Sublessee shall contact insurance companies in advance and have special event insurance coverage for scheduled events with minimum limits of \$1,000,000 per person and \$5,000,000 per occurrence. Youth organizations and professional rodeo organizations not affiliated with the Sublessee shall provide their own special event insurance certificates prior to all scheduled events. It will be mandatory that the local fire and ambulance services be on standby at all scheduled events.
- 14. JURISDICTION AND GOVERNING LAW.** This Agreement is entered into at Sanders, Arizona. A dispute between the Sublessor and the Sublessee should be subject to Navajo Peacemaking and if no agreement is made, it will be heard and decided by the Courts of the Navajo Nation.

- 15. LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES.** Sublessee shall not permit to be enforced against the lease premises of any part thereof any liens arising from any work performed, materials furnished, obligations incurred by Sublessee, but Sublessee shall discharge all such liens before any action is brought to enforce same; further, Sublessor shall pay when and as the same before due and payable, all taxes, assessments, licenses, fees and other like charges levied during the term of this sublease upon or against the subleased land and all interests therein and property thereon, for which either the Sublessee or Sublessor may become liable. The Sublessor shall be responsible for the payment of utility charges incurred by the Sublessee during the operation of the facility.
- 16. TERMINATION OF FEDERAL TRUST.** Nothing contained in this sublease shall operate to delay or prevent a termination of Federal Trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of this sublease; however, such termination shall not serve to abrogate the sublease. The owners of the land and the Sublessee and their surety or sureties shall be notified of any such change in the status of the land.
- 17. OBLIGATION OF SUBLESSEE.** While the subleased premises are in trust or restricted status, all of the Sublessee's obligations under this sublease, are to the United States as well as to the Sublessor.
- 18. INSPECTION.** The Sublessor and their authorized representatives shall have the right, at any reasonable time during the term of the sublease, to enter upon the subleased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and place thereon.
- 19. CONFLICT RESOLUTION.** in the event of any conflict between the Sublessee and Sublessor, the provisions of the Sublessee will govern.
- 20. DELIVERY OF PREMISES.** At the termination of this sublease, Sublessee will peaceably and without legal process deliver up the possession of the subleased premises, in good condition, usual wear and tear and acts of God excepted.
- 21. VALIDITY.** This sublease, and any modification of or amendment to this sublease, shall not be valid or binding upon either party hereto until approved by the Sublessor and the Sublessee.
- 22. CANCELLATION.** This sublease can be canceled for cause by either the Lessor or the Sublessor upon ninety (90) days written notice.

23. EXECUTION

Puerco Valley Rodeo Club, Inc.

By: Ben Chapo

Ben Chapo, President

Date: 6/7/16

Nahata Dziil Commission Governance

By: ~~ATA~~

Darryl Ahasteen, President

Date: JUNE 7, 2016

CONCURRENCE

Office of Navajo and Hopi Indian Relocation

By: Christopher J. Bayasi

Christopher J. Bayasi, Executive Director

Date: 6/14/16