

**FUNDING AGREEMENT AND MEMORANDUM OF UNDERSTANDING
BETWEEN
GENESEE COUNTY
AND
MIDWEST INVITATIONAL RODEO, LLC**

This Funding Agreement and Memorandum of Understanding ("Agreement and MOU") is entered into between the County of Genesee, Michigan, 1101 Beach Street, Flint, Michigan 48502 ("County"), and the Midwest Invitational Rodeo, LLC, 26916 Lehigh Street, Inkster, Michigan 48141 ("Rodeo") (together, the "Parties").

WHEREAS, the County wishes to promote and encourage tourism and convention business within the County; and

WHEREAS, the Rodeo will be hosting a rodeo at Genesee County's E.L. Cummings Center on June 13 – 14, 2025, which is expected to draw in excess of 5,000 visitors to the event, and it is to the mutual advantage of both the County and the Rodeo to promote this event.

NOW THEREFORE, the Parties do mutually agree as follows:

1. The services to be rendered by the Rodeo for the benefit of the County under this Agreement and MOU include the promotion and encouragement of tourism associated with the rodeo at the E.L. Cummings Center.
2. Payment by the County to the Rodeo to provide the aforementioned services shall be a lump-sum payment of \$15,000.00 to be paid on or about May 1, 2025.
3. The Rodeo agrees that the County Chief Financial Officer may, at any time, request a report from the Rodeo specifying how the funds are being spent or committed. The Rodeo agrees to submit a full report concerning the expenditures of sums paid pursuant to this Agreement and MOU, said report to be filed with the Office of the Genesee County Board of Commissioners no later than September 30, 2025.
4. It is expressly understood and agreed by the County and the Rodeo that said funds shall be used solely for the services called for in this Agreement and MOU and solely for uses allowed by the Genesee County Accommodation Ordinance and state law. In the event that the Rodeo is found to have misused said funds, the Rodeo agrees to repay the amount of the misused funds to the County.

Genesee County reserves the right to withhold any future disbursements to recoup any misused funds.

5. It is agreed that the County, through its Chief Financial Officer, may have access to the books and accounts of the Rodeo at all times.
6. In consideration of the County providing this funding related to the promotion of the rodeo, the Rodeo agree to prominently display the Genesee County logo in all of its advertisements concerning the rodeo, including the language, "*Funded by vote of the Genesee County Board of Commissioners.*"
7. The Rodeo hereby agrees that it will at all times indemnify, defend, and hold the County harmless from and against every claim, demand, liability, loss damage, cost, charge, counsel fee, expense, suit, order, judgment and adjudication whatsoever hereafter the County in consequence of any act or omission by the Rodeo in the performance of this contract, and the Rodeo will provide the County with proof of insurance to meet same before the County shall be required to make payment.
8. The term of this Agreement and MOU commences April 23, 2025, through September 30, 2025.

MIDWEST INVITATIONAL RODEO, LLC

GENESEE COUNTY

By: _____
Its: _____

Delrico Loyd, Chairperson
Board of County Commissioners

Dated: _____

Dated: _____