THIS AGREEMENT made this ***Insert date here***

 BETWEEN: North West Mud Racing Association, having a place of business in the Province of British Columbia, at 46229 Yale Road PO Box 265 Chilliwack BC V2P 6J1 (hereinafter referred to as the "Association")

AND: Contact person:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Hereinafter referred to as the "Promoter") ***Print & insert name here***

WHEREAS:

A. The Association wishes to arrange and organize mud racing events in British Columbia; and

B. The Promoter wishes to hold a mud racing event on (the "Event")

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and provisos herein contained, the parties hereto covenant and agree as follows:

**1. The Promoter agrees to be governed by and adheres to the Association rules and regulations attached hereto as Schedule "A" and acknowledges receipt of a copy of the same. The Promoter shall be responsible for ensuring Track Operators comply with the said rules and regulations contained in Schedule "A".**

2. The parties agree that advertising and promotion are essential to the success of the Event and that the advertising and promotion are the responsibility of the Promoter.

3. The Promoter shall collect entry and spectator fees for the Event. It is further agreed that vehicle registration is set at $80.00 per entry for paid NWMRA members. The registration fee includes a total of three pit passes. It is suggested that non-member racers pay $100.00 for entry, their fees will not include any pit crew. This is at the discretion of the promoter.

4. The Promoter warrants the Event is fully insured. The Promoter further agrees to provide Liability Insurance (equivalent to that of NWMRA), as well provide proof of Insurance at minimum one Month prior to Event. Failure to provide adequate Insurance, the Promoter agrees to use NWMRA’s Liability Insurance at an addition cost determined by NWMRA. The Promoter may opt to use the Club Insurance, but must notify Board at minimum one month prior to event. The Promoter also agrees that payment of $1050.00 to the Association to cover Sanctioning Fees.

5. The Promoter agrees to meet the Associations MINIMUM prize money requirements for each racing class as set out in Schedule "B", attached hereto and acknowledges receipt of a copy of the same.

6. The Promoter agrees to pay a Tow Fee to each Association member vehicle that is trailered to the event, aboard the BC Ferry system. The Promoter further agrees the Tow Fee shall be set at $50.00 for each Association member vehicle. The Promoter further agrees that the Tow Fee moneys shall not be deducted from the prize package payout as set out in Schedule "B".

7. The NWMRA will provide the trophies as required in the attached Schedule "B" but the promoter agrees to pay any outstanding difference if not all sponsorship spots are filled to cover the costs of trophies and/or if trophy expenses are more than standard chosen trophies. The trophy presentation shall be held immediately following the end of the event.

8. The parties agree that in the event of a dispute as to race results, the protest will be discussed at the end of the race, before the trophy presentation. **A committee of 3 track officials and all Association directors present will make decisions** relating to a protest.

9. It is hereby understood and agreed that the Promoter shall be responsible for having two (2) trained first aid attendants on site during the event and shall have phone and or cellular contact with emergency services. If Site is over 20 minutes away from hospital an EVT or Ambulance must be on site.

10. It is hereby understood and agreed that the Association's personnel are responsible for the official duties as set out in Schedule "C" and acknowledges receipt of the same. It is further agreed that the official time sheets remain the property of the Association.

11. It is hereby understood and agreed that the Promoter shall waive admission fees for the Association's directors and personnel as set out in Schedule "C" and acknowledges receipt of the same.

12. All notices, requests, demands, directions and other communications required to be given hereunder will be in writing and must be delivered to the address of the intended recipient set forth above.

**13. The Promoter agrees to pay the Association a Total of $2150.00 before the event has concluded to cover fees and Insurance.**

14. The terms, provisions herein constitute the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreement collateral hereto other than as expressly set forth or referred to herein.

15. This agreement shall be governed by and interpreted in accordance with the laws prevailing in the Province of British Columbia. This agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED and DELIVERED by

NORTH WEST MUD RACING ASSOCIATION

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signatory

per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Promoter

North West Mud Racing Association,

In the presence of:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED, SEALED and DELIVERED in the presence of:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_