

AN AGREEMENT BETWEEN

**Texas Motorized Trails Coalition, Incorporated (hereinafter TMTC),
DBA Barnwell Mountain Recreation Area, or its successor in title,
Barnwell Mountain Recreation Area, Incorporated (hereinafter
BMRA), and _____
(hereinafter _____, or the promoter):**

**This agreement establishes the right of _____ to sanction
and promote and hold a specialty off-road vehicle event for all terrain
vehicles/motorcycles/off highway vehicles (hereinafter “the event”),
utilizing the property and facilities of BMRA.**

**It shall be understood that neither TMTC nor BMRA, or any
representative, officer, employee, or member thereof, are acting as
promoters of the event on behalf of TMTC or BMRA. This agreement
expressly recognizes _____ as the promoter of the event;
and any references, whether written or verbal, shall reflect that fact.**

**This agreement supersedes any prior agreements, whether written or
verbal, and shall remain in full force and effect, unless and until it is
altered or replaced by a later document bearing these same signatures.**

Section 1.

**The event shall be scheduled for _____, _____,
and access to the property shall be the exclusive right of _____;
excepting for officers and employees of TMTC and BMRA, and other
parties with pre-existing contractual rights of access to the property.**

**BMRA agrees to provide, at no expense to the promoter, a gate
attendant for the hours of 8:00 PM until 2:00 AM, _____,
and 8:00 PM until midnight, _____. Otherwise, the promoter is
responsible for controlling access into the Park.**

Section 2.

**The land use fee shall be \$_____, and shall be paid as follows; \$500
will be due no later than 30 days after this agreement is executed, and
the remaining \$_____ on _____, _____, no later than
4:00 PM.**

If, for any reason beyond the control of the promoter, the event is canceled, BMRA may consider waiving a portion of the event fees, at the sole and exclusive discretion of the Board of Directors.

Section 3.

Except as provided herein, TMTC & BMRA shall permit no non-event related vehicles onto the property for the duration of the event. The promoter has the right and responsibility to control the gate entrance and enforce this provision.

TMTC & BMRA reserve the right of access by officers and Property Management for inspection purposes, essential business related activities, or other needs as determined by TMTC & BMRA during the event. Any such activities shall be clearly communicated.

Section 4.

The showers and bathroom facility shall be made available during the event. If utilized, promoter agrees to return the bathhouse in similar clean and ready to use condition, or to pay the normal \$50 cleaning fee for that service to be provided.

If the promoter utilizes those facilities it agrees to pay restitution costs for any damages to those facilities resulting from usage during the event. The office and storage areas shall remain locked for the duration of the event.

Section 5.

BMRA shall provide portable toilets in the numbers and locations normally used during an open weekend. It shall be the responsibility of the promoter to determine if additional toilets will be needed and to act to provide an adequate number.

The promoter may secure additional toilets at its own expense, or may request that extra toilets be provided by BMRA. Additional toilets provided by BMRA shall be charged at a flat rate of \$55 per unit for the event; which shall be over and above the expenses detailed in Section 2. The promoter agrees to pay restitution costs for any damages to portable toilets resulting from usage during the event.

Section 6.

TMTC & BMRA agree that necessary preparations for the event may require some degree of access to the property, prior to the effective date

of the event, and such access shall be considered to be included in the land use fee.

The promoter agrees that it will limit such access to key personnel, and see that the names of all persons who have authority to perform pre-event work on the property will be provided on a roster, and each such person shall sign-in and out of the property office whenever they are present to perform pre-event tasks.

It is agreed that the maximum pre-event work possible will be done during regular business hours of BMRA, and that exclusive access by **the promoter** prior to the event will be held to a practical minimum, and such access shall be clearly communicated to the BMRA Board of Directors.

Section 7.

The promoter, or its designated agent(s), shall have the sole and exclusive right to collect any and all entry fees, admission fees, and camping fees for the duration of the event.

The promoter shall also have sole and exclusive right to control any vendors, or other services present during the event, and to make business arrangements with such vendors and service providers as it sees fit. TMTC & BMRA reserve the right to distribute proprietary literature during the event, but agree to engage in no commercial activities.

Section 8.

The promoter agrees that no agents or staff persons employed by, or representing **the promoter**, no participant or competitor, no visitor, observer or spectator, no media person, vendor or service provider, no event official or referee, or any other person shall be allowed to enter the property, unless and until, each individual has executed a properly signed and dated Release and Waiver of Liability. Any person(s) below the age of majority shall have a properly signed and dated Release and Waiver of Liability, executed by a parent, or legal guardian, and bearing the endorsement of a legal Notary Public, if their signature was not witnessed by an agent or person authorized by **the promoter**. All Release and Waiver of Liability documents shall bear the signature, or initials, of an authorized witness for **the promoter**, and the date of witness.

The Release and Waiver of Liability shall specifically name TMTC & BMRA, and any representative(s), officer(s), employee(s), and member(s) thereof, as parties that shall be held harmless.

This agreement shall not be considered complete, or intact, unless and until a sample copy of the Release and Waiver of Liability has been attached.

The promoter agrees that the failure to provide that properly executed document shall act as a bar to that party being allowed entry onto the property. Any person(s) entering the property without that properly executed document, shall be considered as committing trespass of posted private property. It is agreed that the promoter is responsible for the removal of any such person(s), and that failure to do so constitutes an active breach of this agreement.

Section 9.

The promoter agrees to indemnify TMTC & BMRA, and any representative(s), officer(s), employee(s), and member(s) thereof, to the greatest extent permitted by law.

Section 10.

The promoter has inspected all the property and facilities covered by this agreement, and by executing this agreement, specifically agrees that they have been found to be adequate and appropriate for the usage established by this agreement.

If, at any time, conditions of the property or facilities are judged to be a threat to the safety and well-being of any person(s) present during the event, the specific problem(s) or deficiency(s) shall be reduced to writing, dated, signed, and presented to an authorized member of the BMRA Board, within 24 hours of the promoter becoming aware of the potential problem or deficiency.

Section 11.

The promoter acknowledges the rules and regulations governing conduct and activities at BMRA, and agrees that it shall not promote, sanction, or permit activities that violate those rules and regulations.

Section 12.

The promoter agrees to abide by the environmental standards and controls that are customarily practiced on the property.

It is expressly agreed that the limited potable water supply does not allow for washing or cleaning of vehicles with domestic water; that there shall be no dumping of RV holding tanks permitted on the property; and that there shall be special care taken to insure that all glass containers are located and removed from the property.

In general, the promoter agrees to return the property and facilities to TMTC & BMRA in substantially the same conditions of function and cleanliness as they were received prior to the event.

Witnessed by our hand on _____, _____;

**For the promoter, _____
_____, President (or appropriate officer)**

**For BMRA, _____, _____
_____, Chairman Date**