

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 _____
(_____, or hereinafter “promoter”):**

This agreement establishes the right of the promoter 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 _____, during days and hours when the park is open to the general public. The promoter may request to reserve certain facilities, and specific camping areas, and the BMRA Board of Directors shall give due consideration to such requests.

But, with those exceptions, this agreement does not confer the right to exclusive use of any facilities or trail segments.

Any time the general public is able to enter the park, and after paying appropriate fees, utilize the facilities and trails, the promoter does not have the right to limit public access to any facility or trail, unless that right has been specifically granted by an action of the BMRA Board of Directors.

Section 2.

BMRA agrees to provide limited use of the property and facilities by the promoter, at no expense to the promoter, except as provided herein.

The promoter agrees that no person(s) shall have any right to participate in the event, unless and until, they have paid all appropriate fees required to enter the park, and use the facilities and trails.

The promoter agrees that any vendor(s) it wishes to invite, or contract to provide services, merchandise, or food during the event is subject to approval by the BMRA Board of Directors. Any vendor not presently under contract with BMRA shall be specifically listed, and identified to the Board of Directors not less than 7 days prior to the event. Vendors not so specified shall not be permitted access to the Park.

Section 3.

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 the flat rate of \$55 per unit for the event.

The promoter agrees to pay restitution costs for any damages to portable toilets directly resulting from usage during the event.

Section 4.

If the promoter utilizes any type of Release, or Waiver of Liability document that participants in the event are requested, or required to sign, prior to taking part in the event, that 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.

In such case, 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.

In any case, 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 5.

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(s) of the BMRA Board of Directors, within 24 hours of the promoter becoming aware of the potential problem or deficiency.

Section 6.

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.

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 of BMRA in substantially the same conditions of function and cleanliness as they were received prior to the event.

Witnessed by our hand on _____, 2009;

For _____; _____
President (or other officer)

For BMRA, _____, _____
_____, Chairman Date