

**GLENN COUNTY FAIR
42ND DISTRICT AGRICULTURAL ASSOCIATION
221 East Yolo Street, Orland, California
P.O. Box 667, Orland, California 95963
Phone: (530) 865-1168**

EXHIBIT A

Contract Number: 2023-03

Auto Racing Agreement

This Agreement entered this **DATE** by and between the Glenn County Fair, 42nd DAA, hereinafter referred to as the "Association", and **PROMOTOR**, Renter, hereinafter referred to as the "Contractor", for the purpose of promoting, staging, and establishing an Auto Racing program on the grounds of the Glenn County Fair, 42nd DAA.

The following qualifying conditions are recited here that allow the Fair Board to negotiate an agreement for Auto Racing on the Glenn County Fairgrounds for the 2023 racing season. Contract is for one year with an option to renew for an additional year. This Exhibit is valid and applies for all contract years.

1. The Term of this negotiated agreement shall be from the date the agreement is signed and ending at the conclusion of the 2023 Race Season. With the option to renew terms for an additional one (1) year.

The following terms and conditions do hereby apply and are made a part of this agreement. The Contractor shall provide the following:

1. The Contractor shall provide the Association with a list of any improvements or alterations proposed for the racetrack and for which approval must be granted by the Association before any work can begin. (See **Exhibit E**).
2. The Contractor shall secure all required permits and shall comply with all State and Local regulations associated with all proposed improvement projects should any be approved by the Association.
3. The Contractor shall ensure that racing patrons park in the parking lot and do not park in front of the grandstands, and/or park around buildings during rentals. The Contractor is responsible for ensuring that all parking around the facility maintains fire code clearance of 20 feet.
4. The Contractor shall conduct a race program consisting of a minimum of six (6) races. Additional race dates may be added to race schedule subject to approval of the Association. Further, the Contractor shall, upon signing this agreement, provide a detailed schedule of proposed events including the day/date and time of each event. All the above race dates are PAID events at a rental fee of \$1,500.00 per event, along with all other fees as outlined in the original contract #2023-03.
5. The purpose of this agreement is to promote, stage, and administer a racing program and for no other purpose. Should the Contractor wish to promote and schedule other types of events, not considered an "auto race event", a separate agreement will have to be negotiated based on the event's merits.
6. Public acceptance of the racetrack and the events that are scheduled in the racetrack area are extremely important to a successful race season and to the community. With that said, the

Contractor shall be ever diligent in controlling and reducing the effects of “dust” on the racetrack and in the pit area. Contractor shall adhere to the curfews imposed and maintain a sound level of 95 decibels or at a level imposed by the State, which ever is lower.

(See Exhibit F for required curfews and for monetary penalties imposed for non-compliance thereof.)

7. The Contractor shall be assessed a monetary penalty for any violations of the City Sound Ordinance. The sound curfew time is 10:00 PM. First penalty will result in a \$200.00 fine, second penalty will result in a \$500.00 fine, third penalty will result in suspension of the next contracted race date. Contractor will also meet with the CEO and Board of Directors Racing committee to discuss further actions.
8. Contractor shall provide and maintain decibel log for each racing event. The Contractor is responsible for getting a copy of the log to the Association by end of day on the first Monday after each event. Failure to do so will result in penalties. A penalty of \$50.00 per day will be accrued for non-compliance.
9. Should a race program be requested during the annual fair, the contractor agrees to:
 - a. Provide the races at no cost to the patrons of the fair.
 - b. Provide and pay for the required insurance.
 - c. Contractor shall keep all “pit” gate revenue.
 - d. Association shall keep all gate admissions.
 - e. No rental fee will be assessed for the “Association Race.”
 - f. Contractor will not have use of the concession stand and must vacate and clean the concessions stand 10 days prior to fair opening day.
 - g. Contractor shall provide stand-by ambulance service during racing hours as required.
 - h. Race personnel shall include but not necessarily be limited to:

1 – Pit Coordinator	1 – Race Director
2 – Pit Gate Admission Sales Personnel	1 – Pit Gate Security
2 – Corner Men	1 – Race Announcer
2 – Tech Officials	1 – Race Starter
	2 – Race Scorers
10. Should a race be cancelled because of inclement weather, other acts of God or Act of War for which the Contractor has no control, no payment will be required for that specific cancelled event. Should the Association be required to cancel a race event, for whatever reason, the Contractor will not be responsible for payment to the Association for that Race event. Should the Contractor cancel a race program that does not fall within the above descriptions, the Contractor will be required to pay the Association, the full amount of the guarantee, for that specific race date. \$1,500.

11. This agreement will not be valid until the following conditions are met.
 - a. The Contractor shall provide the Association with their certification of liability insurance, workers compensation coverage for employees and volunteers, and a certification of liquor liability coverage.
 - b. Approval of the Agreement from the Division of Fairs and Expositions is required.
 - c. Insurance approvals from the California Fairs Service Authority.
 - d. A copy of the proposed race schedule for 2023, and new schedule for an additional year after the conclusion of the previous year season.
 - e. A list and description of any proposed racetrack improvements and/or alterations [Exhibit E]

12. Contractor shall provide weekly reports of the following no later than 4 business days after each race:
 - a. number of paying spectators
 - b. number of pit personnel
 - c. number of vehicles raced in each class.
 - d. number of racers entered in each class.
 - e. total number of race drivers not including duplicates.