

KANSAS CITY KARTING ASSOCIATION AGREEMENT

THIS AGREEMENT made and entered into by and between the CITY OF GARNETT, KANSAS, A Municipal Corporation (hereinafter “City”) and the KANSAS CITY KARTING ASSOCIATION (hereinafter “Sponsor”).

WITNESSETH:

THAT, WHEREAS, Sponsor has requested to schedule the first of possibly many sprint go-kart races in the North City Park conducted upon the sprint track during the weekend of June 7-9, 2019; and

WHEREAS, Sponsor desires to allow race participants and officials to camp near the sprint track; and

WHEREAS, City recognizing the advantages of such races, finds that granting the Sponsor permission to conduct such a race and allowing camping near the sprint track upon the terms and conditions hereinafter set out, is beneficial to the City and to Sponsor.

NOW, THEREFORE, in consideration of the covenants undertaken herein by Sponsor, City does hereby grant and give unto the Sponsor:

(a) Permission to conduct a go-cart race on the sprint track in the North City Park on June 7-9, 2019. During such time Sponsor shall have exclusive use of the said track, paddock and pit area and a reasonable area surrounding the same. Sponsor shall not unnecessarily restrict or limit the public’s access to any other park facilities; and,

(b) Permission to allow race participants and race officials to park a recreational vehicle or pitch a tent in the pit or paddock areas without Sponsor or any such participant or official being liable to pay any camping fee to the City. However, nothing in this agreement shall be construed to waive any camping fee for any other camping in the park, or any other applicable park user fee.

Sponsor shall assume all liability in connection with the sponsorship or operation of the said race and shall maintain in force one or more policies of liability insurance for an amount in the aggregate, of not less than \$500,000/\$1,000,000 personal injury; and \$500,000 property damage in companies authorized to do business in the State of Kansas and which said policy or policies shall name City as an additional insured. The conditions of such insurance shall indemnify all insured against any and all liability for damages arising or occurring either to the participants in the race or to any spectators, both as to personal injury

and as to property damage. A copy of such liability insurance policy or policies shall be furnished to City not less than thirty (30) days prior to the first date of the race scheduled and conducted under this Agreement.

Sponsor shall clean up all litter and refuse that may accumulate on the grounds during any such use and to dispose of the same in accordance with the directions of the City. In the event that the area is wet or muddy, all motor homes and trailers will be parked only on graveled or other hard surface parking areas.

Sponsor shall be responsible for all such repairs as may be necessary to restore the North City Park to a condition the same as it was prior to any use under the terms of this agreement. City will cooperate with Sponsor in securing and approving any necessary contractors to make such repairs, but it is Sponsor’s sole responsibility and Sponsor does hereby agree to pay for all such repairs, including all materials and labor.

This Agreement shall be binding upon and shall extend to the successors and assigns of the parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands this 22nd day of January, 2019.

CITY OF GARNETT, KANSAS

Greg A. Gwin, Mayor



ATTEST:

Travis Wilson, Interim City Clerk

KANSAS CITY KARTING ASSOCIATION

Chris Cunningham, Chairman