

GO KART AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF GARNETT, KANSAS, A Municipal Corporation (hereinafter "City") and GARNETT ENDURO CLUB, (hereinafter "Sponsor").

WITNESSETH:

THAT, WHEREAS, Sponsor in connection with the Karters of America Racing Triad desires to sponsor a go-kart race in the North City Park conducted upon North Lake Road this summer; and

WHEREAS, various sponsors have for many years previously put on successfully such type of races; and

WHEREAS, City recognizing the advantages of such a race, finds that granting the Sponsor the right to conduct the said races, upon terms and conditions hereinafter set out, is beneficial to the City.

NOW, THEREFORE, in consideration of the covenants undertaken herein by Sponsor, City does hereby grant and give unto the Sponsor permission to conduct in connection with the Karters of America Racing Triad a go-kart race in the North City Park upon North Lake Road at the times following:

<u>DATE</u>	<u>TIME</u>	<u>USAGE</u>
Sept. 28, 2018	5:00 p.m.-12:00 mid.	Gate Guard Only
Sept. 29, 2018	12:00 mid.-8:00 a.m.	Gate Guard Only
Sept. 29, 2018	8:00 a.m.-5:00 p.m.	General Use
Sept. 29, 2018	5:00 p.m.-12:00 mid.	Gate Guard Only
Sept. 30, 2018	12:00 mid.-8:00 a.m.	Gate Guard Only
Sept. 30, 2018	8:00 a.m.-5:00 p.m.	General Use

During the periods of general usage, Sponsor shall be granted the right to have exclusive possession of all of the park premises, except the area as lies south of the hairpin curve commonly known as "Flatiron Corner" (where North Lake Road divides leading either to the east or to the west side of Lake Garnett). This excludes the swimming pool, tennis courts, ball fields, stadium, and Community Building and Fair Barns. The rights granted during general usage shall include the sole right to conduct and control concessions upon the grounds and to charge admission to spectators of the go-kart racing.

Sponsor may allow race participants and race officials to park a recreational vehicle or pitch a tent in the pit or paddock areas without Sponsor or 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.

During the periods denominated "Gate Guard Only", Sponsor shall have the right to maintain a guard at the front gate, so as to protect the area from unauthorized use. However, this is not intended to permit Sponsor unnecessarily to restrict or limit access to the Park facilities during these limited hours. And while Sponsor shall have discretion with respect to admitting or not admitting people during this period, Sponsor agrees to exercise such discretion in a responsible manner so as to permit reputable, law-abiding citizens to a full use of the Park facilities during such period as is possible. Sponsor shall be entitled to controlling access to enforce reasonable safety precautions for the safety and welfare of such other persons or parties desiring to use other Park facilities, including, but not limited to, during the time the road is open to go-kart use, escorting such persons or parties to and from areas. Sponsor may offer for sale a "pit pass" or other document evidencing insurance for such persons or parties desiring other use of the Park, but it shall be made clear in offering the same that such purchase is optional. Any advertising shall refrain from suggesting that such pit pass or insurance is required. Neither alcoholic nor cereal malt beverage shall be consumed by or be in the possession of any of the guards at the front gate, regardless of time of day or night said guard is posted and maintained.

Sponsor shall assume and does hereby agree to assume:

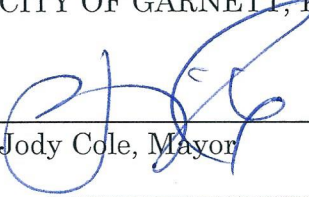
- (a) All liability in connection with the sponsorship or operation of the said race and shall maintain in force one or more policies of liability insurance for an amount, in the aggregate, of not less than \$500,000/\$1,000,000 personal injury; and \$500,000 property damage in companies authorized to 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.

- (b) Any and all responsibility of policing the grounds; of directing traffic, including the parking of motor vehicles; and of cleaning 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. With respect to
- (i) Motor Vehicles, no cars shall be parked or driven upon the golf course, fairways, or greens. In the event that the area is wet or muddy, all motor vehicles will be parked only on graveled or other hard surface parking areas; and
 - (ii) Refuse, all solid waste, debris, litter, and refuse which is to be picked up by the City Solid Waste crews will be assembled by Sponsor in refuse collection bins or in other containers as directed by the City, at such collection points as is directed by the City. Sponsor agrees to pay the City \$100.00 for this use period for refuse collection, which shall entitle Sponsor to have City haul all such refuse and litter accumulated during the use of the Park and assembled for collection as aforesaid.
- (c) 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.
- (d) All clean-up shall be completed and refuse assembled for City collection within twenty-four (24) hours of the final race on Sunday.

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 twenty fourth (24th) day of July, 2018.

CITY OF GARNETT, KANSAS



Jody Cole, Mayor

ATTEST:



Nancy L. Hermreck, Interim City Clerk



GARNETT ENDURO CLUB

President

Vice-President