

## LETTER OF AGREEMENT

I, \_\_\_\_\_\_, promoter of \_\_\_\_\_\_\_(event) scheduled on \_\_\_\_\_\_(date) hereby contract with Oregon Bicycle Racing Association (OBRA) to facilitate the purchase of liability insurance and/or provide equipment and other service for the above event. In accordance with this agreement I accept the following terms:

1. If this is an event which I promoted the prior year, I agree to prepay an initial participation fee of \$15 for a single day event and \$30 for a multiple day event. If this a event which I did not promote the prior year(s) I will pay an additional deposit of \$200.00, which will be applied to fees listed below.

2. OBRA purchases liability insurance coverage. I agree to pay OBRA \$1.25 per participant per day rate in exchange for this coverage. This fee is in addition to fees required for the use of equipment, participation in the BAR program or other OBRA programs.

3. All participants will be required to be OBRA members. Annual membership will be demonstrated by presenting an annual OBRA number, an OBRA membership card or by listing on the OBRA membership list which can be provided to the race organizer. Participants who are not members may purchase membership at the event, either at an annual rate or a single event membership. A stage race will be considered a single event, and omniums and any other races where riders are not required to participate in every race are considered multiple events. Application forms for membership purchase will be provided by OBRA. I will be responsible for selling these memberships and collecting membership fees.

4. I will require all participants to sign a release using wording provided by OBRA in the form provided by OBRA. I will retain these releases for a minimum of 5 years and will produce this release in the event of a claim. I understand that insurance coverage is dependent my ability to produce this release.

5. If the event is a competitive event, I agree to pay OBRA \$0.50 per rider per day in exchange for services that OBRA provides, such as participation in the BAR, listing on the calendar of events, etc.

6: If the event uses OBRA equipment, I will pay an additional \$0.50 per rider per day. There may be additional equipment related fees including but not limited to: check in/out (inventory), truck rental, equipment replacement/repair and cleaning.

7. The per day fees will be payable to OBRA immediately following the event. These fees, in addition to membership fees and membership applications and race results will be delivered to OBRA within 10 days following completion of the event. A late fee of \$50.00 will be assessed for payments made after 10 days following the event. This fee will increase to \$150 if later than 30 days after the event. If a \$200 deposit was made under paragraph 1, it will be returned upon payment of all fees (including any late fees) in full.

8. I understand that OBRA is not responsible for the success or failure of my event and does not guaranty such success or that my event will be the exclusive event on the OBRA calendar for the day(s) my event is scheduled to be held. Furthermore, I understand that OBRA does not guaranty that all equipment will be available or will be complete and in working order, as the availability and functionality of equipment is dependent on the existence of other events and whether or not equipment was returned to OBRA in working order by other promoters. I understand that any necessary personnel such as officials, corner marshals, registration, medical, etc., are not covered by this agreement.



## Race Equipment Responsibility

The attached inventory will be used as the official count of equipment that has gone out to your event. It is recommended that you count your own inventory before leaving. If there are any disputes with regards to the inventory included they must be resolved before you leave. It is expected that the above inventoried equipment will be returned in good condition as soon as possible after your event. Please keep in mind that this equipment will be needed by the next race organizer, intact and in working order. The race organizer will be charged a replacement fee for equipment not returned or broken through neglect or abuse.

The truck and equipment must be returned clean and well organized with both the truck's gas tank and the auxiliary gas cans full. If the truck is dirty or disorganized the race organizer may be charged a fee for cleaning. This fee will be charged at a \$30/hour rate. The race organizer will be charged \$3/gallon for gas for tanks or containers not filled.

Race Name		
Check out date a	and time	
Race organizer c	or designee	