

## Schedule "A" to By-Law #36-2024

### Rodeo Performance Contract

Between:

#### Exeter RAM Rodeo

Herein after referred to as the "Producer"

OF THE FIRST PART

-and

#### RODEO MANAGEMENT GROUP INC.

Herein after referred to as the "Contractor"

OF THE SECOND PART

WHEREAS the Producer is producing a public festival called "Exeter RAM Rodeo" (hereinafter referred to as the "Festival") on the weekend of August 10-11, 2024 on the grounds of the South Huron Community Centre located in the Town of Exeter, and Province of Ontario (hereinafter referred to as the "Facility");

AND WHEREAS the Contractor is a private corporation duly incorporated under the laws of the Province of Ontario and is in the business of providing rodeo entertainment for special events;

NOW THEREFORE IT IS AGREED as follows for each of the weekends:

1. The Producer hereby retains the Contractor to provide the Rodeo for two performances, on the dates specified.
2. In consideration, the Producer agrees to pay the Contractor the sum of Forty Thousand Dollars (\$40,000.00) plus any applicable HST for each year. (hereinafter referred to as the "Cost").
3. The Producer agrees to provide a deposit in the amount of Five Thousand Dollars (\$5,000.00) 90 days prior each year. which deposit is to be adjusted off of the Cost at the time the balance of the Cost is paid, and which deposit is to be returned to the Producer without interest, bonus or penalty in the event that the Rodeo does not proceed on the performance dates due to a default on the part of the Contractor. The parties hereto acknowledge and agree that the deposit will be forfeit to the Contractor as full and final liquidated damages in the event that the Rodeo does not proceed on the performance dates because of a default on the part of the Producer;
4. The Producer agrees to pay the balance of the Cost, after the first performance and before the second performance.

5. The Contractor agrees that each performance on the performance dates will last at least two (2) hours and be comprised of at least five (5) standard rodeo events.
6. The Contractor agrees to provide the following:
  - a. all livestock necessary for all performances.
  - b. all prize monies for all rodeo competitions comprising the Rodeo; c. all gates, panels, pens and enclosures necessary for the set-up of the rodeo arena and the livestock pens;
  - d. all personnel necessary to the Rodeo, including but not limited to stock handlers, time keepers, announcers, judges, sound technicians, etc.
  - e. it's own master of ceremonies and public address system;
  - f. all necessary emergency medical services for the Rodeo, including an on-site medic. The Rodeo Medics will be in attendance at all times of the Rodeo performance.
7. The Producer agrees to provide the following:
  - a. Outdoor facilities where the rodeo arena can be set-up and the where the rodeo performances will take place, with adequate footing and free of hazards; b. Sufficient lighting if there are scheduled night performances (which are not intended as of the date hereof);
  - c. Sufficient power supply for the Contractor's sound system;
  - d. Sufficient sanitation facilities or portable toilets to be available to both contestants and spectators;
  - e. Sufficient spectator seating or bleachers;
  - f. Sufficient clean water for horses and livestock and 2 round bales suitable for horses (grassy) within close proximity of the rodeo arena;
  - g. Sufficient parking for contestants and spectators;
  - h. Sufficient parking direction and crowd control, as needed;
  - i. Suitable camping area for rodeo participants and competitors;
8. The Contractor will arrange and provide proof to the Producer of third party liability insurance protecting the Producer from any and all liability relative to any injuries or damages claimed by any participant in the Rodeo. The liability insurance will have a minimum coverage of 5,000,000.00. In this regard, the Contractor agrees to indemnify and save harmless the Producer, its principals, employees, and personnel from any and all claims, actions, debts, liabilities, liens, or causes of action which may arise as the result of the Rodeo and/or the actions of the Contractor. However, without limiting the generality of the foregoing, nothing herein limits or waives any cause of action against the Producer arising from the negligence of the Producer.
9. The Producer will arrange and provide proof to the Contractor of third party liability insurance protecting the Contractor from any and all liability relative to any injuries or damages claimed by any participant in the Festival. The liability insurance will have a minimum coverage of \$2,000,000.00. In this regard, the Producer agrees to

indemnify and save harmless the Contractor, its principals, employees, and personnel from any and all claims, actions, debts, liabilities, liens, or causes of action which may arise as the result of the Rodeo and/or the actions of the Producer. However, without limiting the generality of the foregoing, nothing herein limits or waives any cause of action against the Contractor arising from the negligence of the Contractor.

10. The Contractor undertakes to ensure the participation of top quality rodeo competitors and to make best efforts to promote the Rodeo to attract the best quality competitors available. The Producer acknowledges that the rodeo competitors are not employees of the Contractor and that the Contractor cannot make assurances relative to the number of competitors who will participate in the Rodeo.
11. The Contractor acknowledges and understands that one of the purposes of the Festival is to promote and raise the profile of the horse industry as a whole. To this end, the Producer will be promoting the Festival to spectators who are not already in the horse industry and, consequently, are not familiar with horses, livestock, or rodeo competitions. The Contractor agrees to participate and adhere to any safety rules imposed by the Producer that are intended to safeguard the welfare and safety of the spectators, the competitors and general public.
12. The parties hereto acknowledge and agree that they will be providing advertising materials, each to the other, for the mutual promotion of the event. In this regard, each of the parties hereto acknowledge and agree that any use of the other's trademarked or copyrighted materials, including logos, names, commercial styles, or any other identification that the other party claims proprietary rights to, is only being used under license, and the license is restricted to the promotion of this particular is only being used for the promotion of this event. Both parties agree not to hold themselves out as representing the other party except for the purpose of this event.
13. The Producer further acknowledges and agrees that the Contractor is to have full production control of the Rodeo performances.
14. The Producer further acknowledges that the Contractor offers rodeo productions and performances on a tour and that the tour is sponsored by Ram trucks. The Producer acknowledges that all advertising concerning the Rodeo must include the official Ram Rodeo Tour or Ram Rodeo Tour logos and promotional materials.
15. The Producer further acknowledges that the Contractor has other tour sponsors associated with different categories of competition within the Rodeo and that the Contractor will be displaying promotional material for each of these sponsors. The Producer acknowledges that the Contractor's tour sponsors who are sponsoring a specific category of competition within the Rodeo are to get exclusive recognition for that category of competition.
16. The Producer further agrees to provide the rodeo tour sponsors with space for a 10'x

10' display booth, if they so request one prior to the week preceding the performance dates.

- 17. The Contractor acknowledges and agrees that the Producer will be seeking independent sponsors of its own for the Festival and that some of these sponsors will want to sponsor the Rodeo. The Contractor acknowledges and agrees that the Producer may provide promotional space and materials for these sponsors within the Rodeo arena, and that the Producer is to be the beneficiary of these sponsorships, not the Contractor.
- 18. The Producer acknowledges and agrees that all advertising for the Festival must include mention of the Ram Rodeo.
- 19. The Contractor agrees and undertakes to have each and every competitor in the Rodeo competitions sign a waiver of responsibility, releasing both the Contractor and the Producer from any liability for personal injury that any competitor might sustain in the course of the Rodeo competitions. The Contractor agrees and undertakes to have a parent or guardian sign such a waiver for any competitor that is under the age of 18.

IN WITNESS WHEREOF the parties have set their hands and seals this seals this \_\_\_\_\_ day of \_\_\_\_\_ 2024

WITNESS:

_____	)	.
	)	per: <span style="background-color: yellow;">-----</span>
	)	
	)	
_____	)	_____
	)	<i>I have authority to bind the Corporation</i>
	)	
	)	RODEO MANAGEMENT GROUP INC.
	)	per:
	)	
	)	
_____	)	_____
	)	<i>I have authority to bind the Corporation</i>