

3/27/2024

AGREEMENT – Mountain Lakes - Monteau Ski Area

Eastern States Cup
PO BOX 1101
Troy NY 12181



This agreement is for the Eastern States Cup MTB Night Enduro Race to be held at Mountain Lakes - Monteau Ski Area, Haverhill, NH, on October 5-6, 2024

VENUE RESPONSIBILITIES:

All land permissions and permits

Provide electricity for our registration tents and timing systems

Provide premium pit/display space for the ESC (40x50) and series sponsors

All camping fees to be sold to be collected and owned by the Mountain Lakes District

Recreation Area Provides Porta Potties

Course prep, including taping. This will be done with the oversight and assistance of qualified Mountain Bike riders.

ESC RESPONSIBILITIES:

Pay Mountain Lakes District \$30 per racer Except for KATE'S KIDS U12 racers and 8 ESC Crew will not pay for registration

All Online and Onsite Registration services

Race Insurance with \$4,000,000/\$7,000,000 coverage for two event days and two setup days, which coverage shall name as additional insureds for this event the Mountain Lakes District, its officials, agent, volunteers and employees. ESC will provide certificates of insurance to Mountain Lakes District prior to the event providing proof of coverage and additional insured status.

ESC Will Supply ALL Prizing

ESC will place/remove start and finish control boxes and signage for each segment

ESC will provide a certified Race Director and a certified Race Official

ESC will provide the Timing and Posting of results

ESC will provide Race and Awards Announcing

ESC will sell/provide number plates for registered racers

ESC will promote the series and each event on social media

ESC will provide a professional video of each event. (Many ESC videos have received over 20k views!!)

ESC will provide Professional Photographs and a pre-and post-race press release on Pinkbike.com

ESC and MLD

ESC will fully indemnify, defend, hold harmless and reimburse MLD, its employees, officials, representatives and agents from and against any and all claims, demands, actions, suits, damages, losses, settlements, judgments, liabilities, obligations, penalties or fines, defenses, proceedings, cost disbursements or expenses of any kind or nature whatsoever, including without limitation reasonable attorneys' fees and experts' fees, and costs at all levels, which may at any time be imposed upon, incurred by, asserted against, or awarded against MLD arising out of or resulting from (a) any negligent acts or omissions of ESC related to its performance under this Agreement, or (b) any breach or default by ESC under this Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of any immunities of MLD, which immunities are reserved to MLD.

This Agreement is governed by the laws of the State of new Hampshire. Any suit, action or proceeding with respect to this Agreement just be brought in an appropriate court in Grafton County, New Hampshire, or, if appropriate, a Federal Court within the State of New Hampshire, and the parties except the exclusive personal jurisdiction of these courts.

Signatures indicate agreement with the terms as outlined above:

Mountain Lakes District Commissioners:

Robert F. Long: _____

Date: _____

Mark Johanson: _____

Date: _____

Eric Cassidy: _____

Date: _____

Eastern States Cup Official:

George Ulmer: _____

Date: _____