

PREFACE TO PROMOTER EVENT CONTRACT

Rocky Hill Ranch looks forward to hosting your event and working with you to create a safe and fun environment your participants will enjoy.

We hope you will embrace our desire that you “tread lightly” while visiting RHR and encourage your staff and participants to leave the place as good or better than when they arrived.

An event can be quite a chore to put on and we hope that you agree that the event isn't completed until all the work has been done.

If you will be marking your route more than a week prior to your event please keep in mind that our regular customers who may be new to mountain biking can be confused by seemingly closed trails. Place your ribbons high enough to ride under at intersections, then move them down a few days before the event. Let's do what we can to make the experience a good one for all who use RHR.

Take time early on to designate a clean up crew who will be rested and ready to go, rather than rely on those who have been up for days preparing and conducting the event. We want to keep the trails as nice as possible and ribbons, markers and blocked trails should be restored as soon as they can be after your event.

Feel free to contact the folks at RHR with any questions you may have or solutions you may need.

Our goal is to provide you with every consideration to help make your event a success.

- We can create custom menus for large events to assure that everyone gets fed quickly and easily.
- We can provide custom event-specific trail maps for your website.
- We have local contacts for other amenities you may need such as porta-potties, dumpsters, etc. to accommodate large groups.

Please let us know how we can make the Rocky Hill Ranch experience the best it can be for you and your group.

In the contract we offer trail use rates/person based upon number of event trail users:

1 to 49 users = \$8; 50 to 100 users = \$6; 100+ users = \$5

There may be a small charge per car for parking to offset additional facilities costs.

A deposit is required to insure cleanup gets done. You can make arrangement to pay for trail cleanup if you would prefer to avoid the hassle. Site cleanup will be the responsibility of the event promoter.

Contact us and let's discuss your event prior to filling in the blanks. Thanks!

Rocky Hill Ranch – Promoter Event Contract

This contract is created pursuant to the laws of the State of Texas, County of Bastrop and any dispute will be brought and settled through arbitration or by due process within Bastrop County at the sole expense of Promoter for all costs and fees incurred by all parties.

1. This Contract is between _____ (“Promoter”), and Rocky Hill Ranch (“RHR” or “we”). Promoter agrees to hold the _____ (“Event”) on _____ (“Event Date(s)”), at Rocky Hill Ranch.
2. EVENT REGISTRATION: Racer check-in for the Event will be on _____ between the hours of _____ & _____ and will be conducted at the Scoring Shed unless other arrangements are made. The Event will begin on _____ at _____ and the Event will complete on _____.
3. USE FEE: Promoter will provide a participant count for event, and;
 - A) will pay Rocky Hill Ranch a **trail use fee of** (select one: \$8/1-49; \$6/50-99; \$5/100+) \$____.____ per Event participant for each Event Date (one fee for an event that spans midnight) and collect signatures on a RHR Waiver Form from each participant.
 - B) will delegate user registration to RHR and pay a \$50.00 collection fee and will pay any difference between User Fees collected and Promoter's participant count to RHR at the above rate. Promoter is responsible for notifying participants to pay RHR and for participants' compliance.
4. DEPOSIT: Promoter agrees to provide a **Deposit of \$**____.____ (minimum \$100) to cover facilities costs and trail cleanup. The Deposit will be returned in it's entirety less any cleanup and/or repair costs after inspection signed by a representative of RHR indicating site is satisfactory. Repair/Cleanup includes trail being cleared of Event markers (tape, ribbons, arrows, etc.), obstructions (dead-fall used to block trail, etc.), and debris (water bottles, food wrappers, tubes, parts, etc.). (see HOUSEKEEPING) Deposit is due with signed contract when presented to RHR.
5. INSURANCE: Promoter agrees to provide written confirmation of minimum coverage for one million dollar Insurance Rider to Rocky Hill Ranch 48 hours prior to the event. **Insurance Rider must include coverage of Gray Hill/Hilil Inc. and Rocky Hill Ranch.**
6. CANCELATION:
 - A: If RHR cancels the Event within 14 days of the scheduled start date, RHR agrees to refund double the deposit to Promoter in the total amount of \$____.____.
 - B: Should Promoter fail to hold the Event, Promoter agrees to forfeit deposit made to RHR.
7. RESCHEDULE: Should severe weather conditions prevent Promoter or Rocky Hill Ranch from holding the Event, the Event may be “rescheduled” with no penalty to either party.
8. DAY USE: Unless otherwise arranged RHR reserves the right to allow non-event participants (Day Users) access to the mountain bike trails at Rocky Hill Ranch on Event Date with the stipulation that Day Users will be instructed to yield the right of way to participants while riding on the Event Course during the Event and to leave event markers in place.

9. EXCLUSIVE USE: Promoter may have exclusive land use when registered participant count exceeds 150, or, if Promoter agrees to pay at full Day Use Fee rate the difference between actual participants and 150.

10.SAFETY: Event participants and Staff must comply with and Promoter must enforce RHR helmet policy. **A Helmet MUST be properly worn ANY TIME a person is riding.** This includes riding in the parking area, trips to/from the campground, shower, café, bike wash stations, and while using the trail system. This applies to ALL off-road/recreational vehicles {included but not limited to: Four-wheelers, Golf Carts, Motorcycles, Unicycles, Bicycles, Tricycles, etc.} in operation on Rocky Hill Ranch property. **Motorized vehicles are permitted for use at RHR only by event personnel while performing event tasks. Recreational use of motorized vehicles is prohibited.** Speed of motorized vehicle will be limited to 20 miles per hour when using the roads within the trails area. **Motorized vehicles must STOP and YIELD the right of way to bicycle and pedestrian traffic.** All operators of such vehicles must sign the standard liability waiver prior to operating vehicle on Rocky Hill Ranch property each day the vehicle is used. Violations of Safety Policy may affect future event access.

11.HOUSEKEEPING: Trail and Site clean-up includes and is not limited to removal of event equipment, ribbons, event trail markers, trail blockages, and litter left by event personnel and participants, repair of damage to permanent trail markings, ropes, signs, structures, etc. **Event Promoter will notify RHR within ten days after event when inspection may be performed** and may request additional time for clean-up not to exceed thirty days after the event and will be completed prior to the next scheduled event at RHR. Post-Event Inspection by RHR staff will be made within five days after the Promoter gives notice that clean-up is complete, weather permitting, or, no later than thirty days beyond event date. Event Promoter will be refunded the deposit in full or less any charges as stipulated below and detailed in writing once inspection is complete. Damage to permanent markings or structures will be billed at \$10.00 per incident plus reasonable material/labor costs. If necessary, litter removal including but not limited to water bottles, wrappers, tubes, and bicycle parts, will be billed at a flat rate of \$150.00 and Event Marking clean-up will be billed at a flat rate of \$100.00. Equipment left on site after event clean-up inspection may be billed for storage unless other arrangements are made in writing. Costs may be reduced at the sole discretion of Rocky Hill Ranch.

_____ Date _____
Promoter (PRINT Name)

_____ Date _____
for Rocky Hill Ranch (PRINT Name)