

TriStateRacer.com Timing Group Contract

I. PARTIES:

This Agreement is entered into on January 10, 2022, by and between TriStateRacer.com (referred to herein collectively with its parent, subsidiaries, divisions and affiliates as "TriStateRacer.com" or "TSR") and , Holly Cheatham ("Event Organizer").

II. EVENT:

The name of the Event for which TSR will be providing services under this Agreement is 2022 Fight for Air Climb Nashville ("Event") on ,March 19, 2022 in Nashville, TN.

III. SERVICES:

In exchange for the mutual covenants and other consideration set forth herein, TriStateRacer.com (TSR) will provide the following services:

- 1 Person to assist with Event registration on the day of the Event
 - This person will be typing data into computer
- 1 32" LED TV with LIVE Results
- Timing chips placed on the bib numbers for all participants (\$2.00 per registered participant)
- Begin setting up the finish area an hour and a half before the start of the race.
- Results on TriStateRacer.com
- Unlimited printed results as often as the race committee requests
- Results emailed to media members.
- Net Times (Mats at bottom and top of stairs)
- Bib Numbers
- Safety Pins
- Hotel
- Mileage

IV. PAYMENT AND OBLIGATIONS

In exchange for the mutual covenants and other consideration set forth herein, Event Organizer shall provide the following payments and hereby commits to the following obligations, which are not mere recitals but are an integral part of this Agreement:

- Event Organizer shall pay TSR a Setup Fee in the amount of \$969.00 plus an additional \$2.00 for each registered participant.
- Event Organizer shall provide TSR with a list of desired media members, If any, for results to be sent to at least 24 hours before the start of the Event. Failure to provide such information may result in the inability to publish race results in certain media or may necessitate an additional fee.
- Event Organizer shall provide TSR with a list of the awards to be given out at least 2 weeks before the Event.
- Event Organizer shall provide TSR with an excel sheet with participant information. The following columns are required (Unless Noted)
 - First Name

- Last Name
- Age
- Gender
- Zip Code
- Event (If providing different awards for police, firefighter, etc)
- Email (Optional)
- Phone (Optional)
- Event Organizer shall provide a tax exempt form at least 2 weeks before the Event (*Unless you're a for-profit business and need sales tax attached to invoice*)
- Event Organizer shall, as more fully set forth below, include the TSR Timing Group as a non-liable party on the participant waiver and as an additional insured on any applicable insurance policies covering the Event.

V. HOLD HARMLESS:

Event Organizer shall indemnify TSR, its officers, directors, members, beneficiaries, partners, representatives, agents and employees, and save them harmless from and against any and all claims, actions, damages, liability, cost and expense, including attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to or loss of property, arising from or out of services rendered by TSR. Event Organizer acknowledges that it must provide any insurance to protect its interests as those interests pertain to the services of TSR and shall name TSR as an additional insured on any such policies of insurance. Event Organizer understands that TSR shall not provide any insurance for the benefit of Event or Event Organizer or any other third party.

VI. CANCELLATION OF EVENT:

Event Organizer shall be responsible for 100% of the setup fee in the amount of \$969 if the event is canceled less than 120 days before the event date.

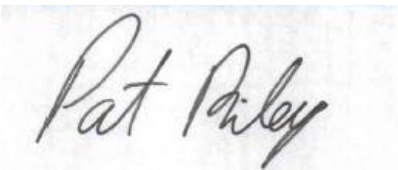
VII. BINDING EFFECT:

This agreement shall be binding upon and inure to the benefit of the parties, their successors and/or assigns.

VIII. NON-WAIVER:

No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any right, unless otherwise expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20____.



TSR Timing Group Representative

Event Organizer Representative

Event Organizer Initial _____