

This agreement made in triplicate on the 4__ day of __May_____

BETWEEN

THE CORPORATION OF THE CITY OF ELLIOT LAKE

(herein after referred to as "the organizer")

and

LUSKVILLE DRAGWAY COMPANY LIMITED

(hereinafter referred to as "Luskville")

WHEREAS the organizer and the North Shore Cruisers Car Club have agreed to host a Drag Race event at the Elliot Lake Municipal Airport on July 15, 16 and 17, 2022 (hereinafter the "event");

AND WHEREAS the organizer wishes to enter into an agreement with Luskville Dragway Corporation Limited for the operation of the Drag Race event;

AND WHEREAS Luskville Dragway Company Limited carries on the business of operating drag races;

NOW THEREFORE the parties agree as follows:

1. Venue/Date/Time:

a. The organizer will secure the use of the Elliot Lake Municipal Airport for the event on July 15, 16 and 17 July 2022.

2. Equipment/Personnel:

a. Luskville agrees to provide, for the event, the equipment, services and personnel listed in "Schedule A" and "Schedule B" and "Schedule C" of this agreement.

b. Luskville shall in its sole discretion determine the precise location of the track and all areas required in relation to the track and acknowledge that the organizer shall have no input or decision making powers in relation to the track. Luskville further agrees that the track area will be in an as is condition and the organizer shall not be required to make any changes to the surface. Luskville further acknowledges that it has expertise in the operation of drag races and the appropriate placement of barriers and the location of viewing stands shall be determined solely by Luskville.

3. Insurance:

a. Luskville warrants that the organizer will be able to purchase at a limit of not less than five million dollars (\$5,000,000) with aggregate and occurrence rates that are agreeable to the organizer. The parties agree that this entire agreement is conditional upon the organizer being able to purchase such insurance at rates acceptable to them. The cost of the insurance will be negotiated separate from Luskville's "promotion fee" as laid out in the "Remuneration" section of this contract, and borne by the organizer. Luskville authorizes the organizer to add Alcohol Insurance coverage, for the event, to the same policy.

b. The policy will include all event related activities and will name the Corporation of the City of Elliot Lake, The North Shore Cruisers, and all volunteers of the event as additional insured.

c. Luskville agrees to indemnify the parties named as additional insured and save them harmless against any and all liability arising, directly or indirectly, from the drag race event due to negligence by Luskville or any of its drag race team, agents or employees, or any deficiencies in the equipment and/or services provided by Luskville under this agreement or otherwise.

4. Remuneration:

a. In consideration of Luskville providing all of the equipment, personnel and services set out in "Schedule A" and "Schedule B" and "Schedule C" of this agreement, and effectively running the Drag Racing event, the organizer agrees to pay Luskville, by cheque, the total sum of \$31,000.00 plus HST on completion of the event.

b. Luskville agrees that the payments included in this contract constitute full and final payment for all the services related to the race weekend, and no further monies will be collected directly or indirectly by Luskville for services provided for this event. For greater clarity, Luskville agrees that no extra drivers' fee will be charged other than class registration fees and buy back fees as applicable.

Accommodations:

a. 2 rooms will be provided at the Hampton Inn, Elliot Lake for July 14, 15 and 16, 2022

One room will be covered by the City of Elliot Lake and the second room will be covered by Luskville.

6. Operation:

a. Luskville will be responsible for all the operational items and personnel set out in "Schedule A" and "Schedule B" and "Schedule C" of this agreement. Luskville agrees to effectively operate the drag race.

b. Luskville agrees that at the end of the drag race event, all necessary steps will be taken to ensure that the Elliot Lake airport site is cleaned, repaired and returned to the same operational state it was in prior to the event, at no extra cost to the City, other than as set out in this agreement and the schedules attached hereto, provided that this shall not include the responsibility to perform general garbage clean-up, which shall be the responsibility of the organizer.

c. Luskville will operate the race so that on-track racing and feature vehicles continue until at least 5 p.m. on Saturday, July 16th 2022 and until at least 4:00 p.m. on Sunday, July 17th 2022. This does not include time associated with presentations and awarding of prizes and related tear down and clean up. Luskville will ensure that equipment and staffing remain operational until 4:00 p.m. on Sunday, July 21, 2019 or until racing is complete, whichever is later.

d. The decision to cancel the event shall rest solely with the organizer.

e. Notwithstanding section 5(c) and 4 (D), safety conditions of the track for the purpose of racing will be at the sole discretion of Luskville.

7. Promotion:

Luskville will NOT display or publicly acknowledge any company on property of the Elliot Lake Municipal Airport without permission from the organizer. Display includes signage, logo, banners, product displays or any other function that acts to promote a specific company. Acknowledge refers to public announcements. Advertising on race vehicles operated by Luskville are not subject to this rule.

SIGNED, SEALED AND DELIVERED this 4 ___ day of ___April_____2022

LUSKVILLE DRAGWAY COMPANY LTD.

Annie Malcolm

Arnie Malcolm -- President

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Per: Mayor

Clerk

Schedule "A" to an agreement between the Corporation of the City of Elliot Lake and Luskville

Dragway Company Ltd.

Equipment to be Provided by Luskville Dragway Company Ltd.

- 1) Timing system to time the cars that are racing, including the starting line "Christmas Tree", photo cell sensors, wiring, scoreboards, timing computers, time slip printer and paper;
- 2) Compound Sprayer to apply traction compound to the racing surface;
- 3) Grease Sweep which is used to clean up oil downs;
- 4) Rags to mop up oil;
- 5) Hand sprayer to apply traction compound in small areas; and
- 6) Two-way radios used to communicate with personnel.

Schedule "B" to an Agreement between the Corporation of the City of Elliot Lake and Luskville Dragway Company Ltd.

Personnel to be Provided by Luskville Dragway Company Ltd.

- 1) Event director, who will be responsible for coordination and running of the drag race event;
- 2) Technical director, who will be responsible for inspecting all race cars for the safety and class legality;
- 3) Timing system director, who will be responsible for the set-up and operation of the timing system;
- 4) Computer operator, who will be responsible for operating the "Christmas Tree", eliminator ladders and points system;
- 5) Staging director, who will be responsible for the staging lanes; and
- 6) Racers gate personnel who will assist the organizer with the registration of drivers and crews, and direct parking of race teams and trailers.

Schedule "C" to an Agreement between the Corporation of the City of Elliot Lake and Luskville Dragway Company Ltd.

Additional Services to be provided by Luskville Dragway Company Ltd.

- 1) Luskville's drag race personnel (as listed in Schedule B) will arrive no later than 7:00 a.m. On July 14, 2022 to begin preparation of the track by measuring off the actual racing track, marking the starting line and finish line and spraying down the track compound
- 2) Luskville will act as advisor and director from the beginning of this project, assisting with information required by the organizer, including assistance with advertising sales, marketing of the drag race event, set up of the grounds, or any other matter dealing with running the event and making it successful. Arnie Malcolm will be available on at least three occasions to attend or be contacted for participation in driver's meetings conducted by the organizer.
- 3) Post-event removal of all equipment provided by Luskville, and repair to cuts made in the runway surface;
- 4) Supply the organizer with a payout list for the winners of the race and assist in presentation of awards, where necessary;
- 5) Perform racetrack announcing for the event in a manner that provides an entertainment value consistent with the event. Such announcements must include announcement of event sponsors, driver identification, race car details, other race related details known to the announcer as well as ongoing communication with the public in attendance as required by the organizer;
- 6) Arrange for the appearance of professional feature vehicles (if required and as requested by the organizer), the cost of which shall be negotiated with, and borne by the organizer.