

National Motorsports Services | The Rider Network LLC

3319 Behrens Parkway | Sheboygan WI 53081

Phone: 888-470-3966 | Fax: 888-649-0676

www.nationalmotorsports.com | www.ridernetwork.pro



Rider Network LLC Contributing Partner Agreement

This agreement is made and entered by and between _____, (hereinafter called Associate) and The Rider Network, LLC, a Wisconsin Company (hereinafter called the Company), upon the issuance of an annual liability insurance policy for a annual or per day event policy.

Whereas the Associate desires to obtain products, services and/or liability insurance for off-highway vehicle annual policies and/or events; whereas the Company desires to assist the Associate in securing such insurance, products and services; whereas it is the intent of the parties hereto that the extent of their relationship shall be united as set forth hereafter and that they shall not be deemed to be partners, co-ventures or joint ventures of each other, and shall have no rights, obligations, liabilities or authority as to the other, except as set forth herein.

Therefore, they both hereby agree as follows:

Article 1 – Purpose: The purpose of this agreement is to enable the Company to assist the Associate in obtaining event or annual insurance and individual products and services for the Associate and the Associates clientele for off-highway vehicle competitions or special practices and/or events per the risk management guidelines set forth by the Company. This Agreement enables the Associate to apply with Company for such insurance using National Motorsports Services Inc. agency and the approved insurance carriers and/or brokers used by National Motorsports Services Inc. Nothing contained herein shall be deemed to make the parties hereto partners, coventures or joint ventures of each other, and they shall have no rights, obligations, liabilities or authority as to the other, except as set forth herein. Associate shall have no liability for acts or omissions of Company, nor of any other entities with whom Company may contract; and Company shall have no liability to Associate other than pursuant to any policy of liability insurance by which Company may provide insurance to Associate, and Company shall have no liability for acts of omissions of Associate.

BACKGROUND:

1. The Associate is of the opinion that the Company has the necessary qualifications, experience and abilities to provide services to the Associate.
2. The Company is agreeable to providing such services to the Associate, on the terms and conditions as set out in this Agreement.

Article 2 – Insurance: Associate shall submit a written application for liability insurance to Company, in accordance with Company requirements and underwriting guidelines, whereas Company shall accept or reject, in writing. Nothing contained herein shall guarantee acceptance of such application, rather such insurance shall be provided only upon written notification of same by the Company.



Article 3 – Term: This agreement is active upon the date of binding or issuance of an annual liability insurance policy, subject to the terms of the agreement. This agreement terminates with the annual policy and renews upon the renewal of the annual policy. Annual fees will consist of \$525 per annum or \$125 per special event; unless otherwise specified by the Company invoice.

Article 4 – Public Access: Associate shall not permit public access to the premises for purposes of a scheduled special event or race day, as defined by the Company, that is implied and intended to be run under the risk management guidelines and operating philosophies of the Company unless first approved through the expressed consent of the Company by means of proof of insurance. This approval and acceptance consent shall be in writing through a signed application for liability insurance and required signature by the Associate's designated and legal representative.

Article 5 – Improvements: Associate may construct and maintain an off-highway vehicle recreational area and/or race track on the covered premises. Said recreational area shall meet common and reasonable safety practices and provisions that provide for directional traffic flow and other safety requirements that are in the best interest of the general public. It is the Associate's responsibility to read, acquire and understand the risk management requirements set by the Company, National Motorsports Services Inc. and all affiliated brokers / carriers.

Article 6 – Use of premises: Associate shall use the premises solely as an OHV recreational area as applied for on the stated application for liability coverage and shall not permit use of non-authorized vehicles or any other use of the facility, except as authorized by the Company. All riders shall be **Required** to wear helmets and other industry accepted safety gear that conforms to the standards of the risk management policies mentioned herein.

Article 7 – Maintenance of premises: Associate shall, at all times during the scheduled event, practice or race, at its own cost and expense, keep and maintain the premises in reasonably good order and condition for the intended purposes, including any improvements constructed by Associate, and make all necessary repairs thereto. Company has the right to inspect property and operations without warning or notification to the Associate. If the Company inspection representative finds an event or facility in breach of risk management practices, that representative will make their presence known as action will need to take place to correct the problem. In the event that a risk management solution cannot be executed to have the Associate meet underwriting risk management guidelines, such event or facility will need to end/close and/or insurance will be canceled immediately.

Article 8 – Waiver of subrogation: Company shall not be liable to Associate, if the premises or any improvements or equipment used on said recreational area are damaged or destroyed by fire or any other casualty caused by negligence, terrorism or an act of God.

Article 9 - No unlawful occupancy: Associate shall not use or occupy, nor permit or suffer the premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose, nor in any way that creates a private or public nuisance or constitutes violation of any applicable governmental laws, ordinances, requirements, orders, directions, rules or regulations. Associate shall immediately upon the discovery of any such unlawful or illegal use take all necessary and reasonable steps, legal and equitable to compel the discontinuance of such use or nuisance and to oust and remove any sub-tenants, occupants, or other persons responsible

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for such nuisance or unlawful or illegal use. Violations are subject to suspension of all contracts and coverage's / programs provided under those contracts.

Article 10 - Compliance with law: Associate shall comply with all laws of the State of residence and the United States as to sanitary, healthful and safety conditions, and to the use of the endorsed premises.

I have read this document and agree to its contents and duties

Associate Signature:	
Title:	
Date:	

RIDER NETWORK Signature

Rider Network Representative::	
Title:	
Date:	