Agreement #15-004-001

This agreement is entered by and between the American Challenge Trail Horse Association, LLC, (hereinafter “ACTHA”), a nonprofit organization, whose primary office is located at 637 Soda Creek Road, Spicewood, Texas, 78669, and whose phone number is (877) 992-2842, and the Kendall County Forest Preserve District, a body politic and corporate and municipal corporation organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. (© Thomson Reuters 2012), as amended (hereinafter the "Act"), whose primary office is located at 110 West Madison Street, Yorkville, Illinois 60560 whose phone number is (630) 553-4131.

WHEREAS, the mission of the Kendall County Forest Preserve District is to acquire and hold lands containing natural forests, and lands capable of being restored to a natural condition, for the purpose of protecting and preserving the flora, fauna, and scenic beauties within Kendall County for the education, pleasure, and recreation of the public; and

WHEREAS, the American Challenge Trail Horse Association conducts Trail Horse Challenge Events in partnership with host agencies; and

WHEREAS, the Board of Commissioners of the Kendall County Forest Preserve District (hereinafter “District”) desires to host an American Challenge Trail Horse Association - Trail Horse Challenge (CTC) and Arena Obstacle Challenge (AOC) (hereinafter “Event”) at the District’s Ellis House and Equestrian Center (hereinafter “Equestrian Center”) at Baker Woods Forest Preserve on May 16 and 17, 2015.

Now, therefore, be it agreed that the District and ACTHA will follow and adhere to the following provisions for the Event:

1. ACTHA will provide professional training, marketing, and operational support for the Event.
2. ACTHA and the District will advertise the event to in-house distribution lists of riders and associations in the Kendall County area. ACTHA will provide the names and phone numbers of all of the trail riders in your area that have given us permission to receive notification when an ACTHA event is in their area, and the District is expected to communicate with ACTHA contacts provided, especially those closest to the Event. The ACTHA list will include potential riders showing the travel distance to the Event.
3. ACTHA will provide liability insurance for the event in the amount of $1,000,000 at no charge to the District, listing the Kendall County Forest Preserve District as additionally insured for the event.
4. The District will extend liability insurance coverage for the Event as the secondary insurance carrier.
5. ACTHA will tabulate award points.
6. ACTHA will accept all entries and payments for the District utilizing ACTHA’s proprietary website, and allow credit card payments.
7. ACTHA will help support the District with efforts to procure and train volunteers.
8. ACTHA and the District agree to the payout schedule to the District per rider.
For the District’s hosted 6-mile Competitive Trail Challenge event, ACTHA will pay the District for entry registration payments based on the following schedule:

**Division**

- Open: $40
- Pleasure: $40
- Scout: $22
- Scout Non-Member: $22
- Buddy: $12
- Buddy Non-Member: $12
- Junior: $12
- Mentor: $15

For the District’s hosted Obstacle Challenge Event, ACTHA will pay the District for entry registration payments based on the following schedule:

**Division**

- Open: $30
- Pleasure: $30
- Scout: $20
- Scout: $15
- Non-Member
- Junior: $12
- Mentor: $10

The District agrees that ACTHA staff and official representatives ride for no charge in all events if present.

ACTHA will retain an administrative fee of $6 per rider on the above fees payable to you for the first 40 riders, with a minimum of $50 and a maximum of $250 deducted from the District’s total ride proceeds.

ACTHA and the District may allow four “free” riders to participate in the Event to support event promotion. All participating riders must register on the site for the event and sign a release of liability form. For complimentary riders, no registration fee is collected, and neither the District nor ACTHA shall receive any payment for these riders. Complimentary rider spots are available for VIP’s, local celebrities, and are also available to be filled by winners of various prizes or promotions in which a free ride is given. However, only ACTHA member/riders being judged on your ride will be eligible for any prizes. Small gifts of appreciation are recommended for any visiting VIP.

ACTHA will donate, from ACTHA's share of your member rider proceeds, 20% to nonprofit equine rescues and charities selected by the District.
The District further agrees to the following:

1. The District, as host for the Event, will operate in a responsible and safe manner per ACTHA’s rules and guidelines as stated in the Ride Host Manual and on the ACTHA website. All contact information provided by ACTHA will be considered and held confidential to the greatest extent possible, subject to the provisions of the Freedom of Information Act (5 ILCS 140/). The District agrees only to use contact information provided by ACTHA appropriately for communication regarding ACTHA hosted events.

2. The District agrees to title the event with the proper CTC/AOC acronym (Ellis House and Equestrian Center CTC / Ellis House and Equestrian Center AOC).

3. The District agrees consult with ACTHA in review of resources available, including The Ride Host Manual, materials on the ACTHA website, the ACTHA Ride Host Network on Facebook, and the ACTHA call in center (844) 554-0212 staffed ride hosts 13 hours per day.

4. The District agrees to invest at least 10 hours in the local marketing of the Event, including calling potential riders, sending emails, and promoting the Event.

5. The District agrees to contact ACTHA prior to cancelling the Event.

6. The District agrees to conform to, and abide by the ACTHA rules for judging. Judges selected by the District will complete a review of the video and hotline information in the JUDGES AREA of the ACTHA website for their individually assigned obstacle(s). The number is (855) 583-4399.

7. The District will provide at least six (6) judges, six (6) obstacles, and six (6) miles of trail for the Competitive Trail Challenge, and no more than 6 each on this first Event, and no more than 9 each on any subsequent ride. All obstacles must be spread out over the course of the 6 ride in a manner your terrain and “tempo” call for. The District shall use only the trail obstacles listed in the ACTHA Ride Host Manual/website, unless otherwise approved by ACTHA in advance.

8. The District will provide 8 obstacles and at least 2 judges for each Arena Obstacle Challenge. Obstacles will be set up in a course design to flow clockwise or counter clockwise so that horses entering the arena or field have a logical traffic pattern. If room permits a straight line is also acceptable. No more than 1-2 acres of land is recommended for the course.

9. The District will collect signed ACTHA liability and photography waivers for all juniors and volunteers at the event. ACTHA will collect adult electronic waivers during the ACTHA registration process. ACTHA reserves the right to use any video or pictures from your event for promotional purposes.

10. The District will require and check all required health papers (i.e., "Coggins", health certificate) for every horse entering the property, as required by the State of Illinois.

The District agrees that ACTHA maintains the copyright of the Competitive Trail Challenge, the ACTHA Obstacle Challenge as well as Gambler’s Choice, Double Down and all materials contained within the website. The District will not reproduce event copyrights for uses other than ACTHA sanctioned CTC or AOC events.
Passed and approved by the President and Board of Commissioners of the Kendall County Forest Preserve District this 8th day of April, 2015.

Approved:

Jeff Wehrli, President                                      ACTHA President