

AGREEMENT

This Agreement is made effective as of the 10th day of February 2025 between **KRICK, LLC** ("KRICK") and Gladstone, MI ("Event Host").

1. **Agreement to Provide Show(s).** Event Host hereby agrees to engage the services of KRICK and KRICK hereby accepts this engagement to present the act(s) known as _Log Rolling Competition- Professional_____ (the "Show(s)") as identified below:

- ☐ Interactive Log Rolling Demonstration
- ☐ Log Rolling Demonstration
- ☐ Log Rolling Training
- ☒ Log Rolling Competition –Professional
- ☐ Log Rolling Competition – Amateur
- ☐ Log Rolling Activity – Other _____
- ☒ Other Activity(is) - _Boom Running Competition- Professional_____

Schedule in Exhibit A

2. **Location and Show Date.** The Show(s) will be performed at 721 S. 10th St. Gladstone, MI 49837 located in the City of Gladstone, MI (the "Location") for a period of 1 day commencing July 4, 2025 (the "Show Date"). The Event Host will be responsible for making the Location available for three Show(s) dates as well as the evening and _approximate 4__ hour period prior to the start of the Show(s), the period following completion of the Show(s). This period is to enable KRICK and others involved in the Show(s) time to setup and takedown the Show(s).

3. **Show Fees.** The Event Host agrees to pay KRICK and KRICK accepts as full payment the sum of Eleven Thousands Hundred Dollars (\$11,000) (the "Show Fees") to be paid to KRICK as follows:

- ☐ Down payment of \$1,000 on or before [April 1, 2025] to hold the date
- ☐ Full payment on or before [June 15, 2025]

4. **Responsibilities of the Parties.**

- a. KRICK – KRICK agrees to perform the services outlined in Exhibit B.
- b. Event Host – The Event Host agrees to perform the services and provide the Location as outlined in Exhibit B.

5. **Fee Adjustment Due to Cancellation or Occurrence of Certain Events.** The Show(s) cannot be canceled except as follows: If Notice of Cancellation of the Show(s) is provided by the Event Host to KRICK at least thirty (30) days prior to the first Show date, the Show Fees will be reduced to 50% of the Show Fees and such amount shall be paid upon such cancellation. Thereafter, and during the Show(s), there will be no adjustment in the full Show Fee, notwithstanding severe weather or any other reason that results in the decision to cancel the Show(s), in part or entirely.

6. **Hazardous Activity.** The Parties acknowledge that the Show(s) involve log rolling and other activities that can be extremely hazardous. As such, participants in the Show(s)

will be required to acknowledge (using the Participant Release Form attached as Exhibit C) the substantial risk to life, limb and property, and confirm their understanding that many such risks are beyond the control of any person or entity; participants will further, for his, her or its self, and his, her and its agents, heirs, and assigns, VOLUNTARILY, KNOWINGLY AND FREELY RELEASE THE EVENT HOST AND KRICK FROM LIABILITY AND ASSUME ALL SUCH RISKS; and each Participant will agree to indemnify, defend and hold the Event Host and KRICK, their respective employees, contracted parties, agents and representatives, harmless from any claims or damages arising from and relating to the Participant's engagement in the Show(s) activities.

7. **Indemnification and Insurance.** Each party will provide general liability insurance in the amount of One Million Dollars General Aggregate Limit covering the Show(s) and related activities. The Parties will indemnify, defend and hold each other harmless from a failure to perform or any claim arising under or relating to that Party's responsibilities under the Agreement. Neither KRICK nor the Event Host under any circumstance will be liable to each other for any damages beyond the direct damages sustained by the non-breaching/non-liable Party as a result of the negligence or failure of the other Party to perform under this Agreement. Neither Party shall recover special or punitive damages for a breach of contract, negligence or pursuant to any other theory arising under or related to this Agreement.
8. **Termination.** This Agreement may be terminated as follows:
 - a. By a writing terminating the Agreement signed by both parties;
 - b. By a Party if the other Party makes any assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated bankrupt or insolvent, or if a receiver is appointed under the laws of the United States or any of its states;
 - c. By a party if the other party commits a crime or engages in any act which is contrary to public policy or morals; or
 - d. By a party if the other party fails to materially perform under this Agreement, or provides notice of the intent to not perform this Agreement.
9. **Publicity.** KRICK retains all rights to publicize the Show(s) and make arrangements with third parties to broadcast and others to publicize the Show(s). KRICK retains and reserves the rights to provide event signage and take photographs and film the event. All pictures and video taken by KRICK and its contracted parties will be the property of KRICK. Fees (if any) generated from event promotion such publicity and recordings will be retained by KRICK. The Event Host will cooperate and support such outreach and assist with the promotion of the Show(s) and, upon request, confirm that all rights to promotional materials are owned by KRICK. KRICK may solicit sponsors for the shows, identify any recognition related to the sponsorships and retain all funds received from sponsorships.
10. **Trademarks.** The Parties grant each other a limited, non-exclusive, non-transferable, revocable and royalty-free license to use the other's trademark(s), trade names and logos ("Trademarks") in conjunction with the Show(s) and the promotion thereof. No other right or grant is provided relating to the use of such Trademarks. Upon completion of the Show(s) or at the time this Agreement is terminated, all rights for a Party to use the other Party's Trademarks will cease and each Party will quit using the other's Trademarks.

11. Independent Contractors. The Parties to this Agreement are independent contractors, and under no circumstances shall this Agreement be construed as one of agency, employment, partnership or joint venture. Neither party shall have the right to bind or obligate the other without the other Party's prior written consent.

12. Choice of Law; Entire Agreement; Mediation. This Agreement and its validity will be interpreted, construed and governed by the laws of the state of Wisconsin without giving effect to the principles of the conflicts of laws thereof. This Agreement, including the attached Exhibit A, B and C, is intended to constitute the complete, final and exclusive understanding of the Parties. It supersedes all prior and contemporaneous contracts, representations, warranties and understandings, if any, whether implied, written or oral. If any term or provision is found to be void or contrary to law, such term or provision (but only to the extent necessary to bring the Agreement within the requirements of the law) will be deemed severable from the other terms and provisions, and the remainder of the Agreement will be given effect as if the Parties had not included the severed term. Prior to commencing an action in court, a Party shall provide written notice of the basis of the dispute to the other Party and request mediation of the dispute. The Parties will attempt to resolve the matter by mediation. If the dispute is not resolved within 45 days of such notice, either party may commence litigation. The Parties agree to commence any litigation relating to this Agreement in Brown County, Wisconsin or the federal District Court in Wisconsin and each consents to the jurisdiction of these courts.

13. Notices. All notices, demands and requests under this Agreement shall be provided in writing and delivered by first class mail, hand delivered or by email at the following addresses (or such other address as a party may designate by notice hereunder):

To KRICK:

KRICK LLC
1871 Mistique Lane
De Pere, WI 54115
Attn: Katie Burke
Email:
katie@KRICKlogrolling.com

To EVENT HOST:

City of Gladstone Parks and
Recreation
901 Montana Ave
Gladstone, MI 49837
Attn: Wendy Taavola
Email:
wtaavola@gladstonemi.gov

Notices provided by hand or delivered by email will be effective upon delivery. Notices provided by first class mail will be effective three business days following deposit with the U.S. Postal Service.

14. No Amendments. The parties agree that there will be no changes to this Agreement unless both parties have so agreed in writing.

15. Execution. This Agreement will become void if not signed by both parties within ____ days of the date first above written.

IN WITNESS WHEREOF this Agreement has been executed and is effective as of the date first above written and is executed hereby the duly authorized representatives of the Parties.

KRICK, LLC:

EVENT HOST

Sign: Katherine R Burke

Sign: _____

Print: Katherine R Burke
Its Authorized Representative

Print: _____
Its Authorized Representative

Date: 2/9/2025

Date: _____

EXHIBIT A
EVENT SCHEDULE

June 2025

- Testing of the boom run as needed
- Equipment drop off as needed

July 3, 2025

- Walk through the area
- Set-up road signs etc...
- Media event
- Open rolling on scout's carpet logs or competition logs

July 4, 2025 (All times are approximate and subject to weather delays)

- 8:00 am- 11:00
 - Set-up
 - Event Check-in for athletes
 - Warm-ups
- 11:00 am tentative start time (depending on athlete turnout could potentially start after the parade)
- Boom run competition immediately following log rolling competition
- Immediately following the event take down
- Estimated 3-5 hours competition depending on athlete turnout

July 5- July 31, 2025

- Equipment pick-up as needed

- **EXHIBIT B**

PARTIES RESPONSIBILITIES

KRICK Responsibilities:

KRICK will provide set up, take down, and provide all equipment for the Show(s), such as logs, wood, sound system, materials, performers, and personnel needed to put on the Show(s) as specified. KRICK may contract with others to perform activities under this Agreement.

Event Host Responsibilities:

The Event Host will provide the **Location** for the Show(s) and make all arrangements necessary to accommodate the intended spectators. The **Location** will have adequate facilities to handle spectators as well as areas for staging the activities relating to the Show(s), such as an area for participants to prepare to compete or engage in Show activities. The Event Host will provide:

- Electricity for the sound system
- Log rolling and boom running docks set-up
- Area to compete in off the island free of obstruction.
- 6 hosted hotel rooms for July 3 and July 4
 - Appreciate close to the venue
 - Note: We will use as a host hotel for the athlete and include on registration
- Trash cans and recycling on the island
- Port-a-john on the island
- Signage going to the island Competitors and Personnel only
- 10 x 10 Tent for sound with a table (6 foot minimum) on the island
- 5 chairs
- 1 additional table (6 feet minimum)
- Spectator seating bleachers/ picnic tables
- Competitor and volunteer parking area