

MANAGEMENT AND PROMOTION CONTRACT 2020

This Agreement is entered into this 14th day of January, 2020 by and between the City of Gallup, a New Mexico municipal corporation, hereinafter referred to as “CITY” and Walt Eddy, an individual, hereinafter referred to as “EDDY”.

WHEREAS, the City of Gallup has lost the National Junior High Rodeo Finals which is hosted for nine years; and

WHEREAS, EDDY was a key member of the committee for putting on the rodeo; and

WHEREAS, the City of Gallup desires to fill the time slot at Red Rock State Park with some type of rodeo or other equestrian event; and

WHEREAS, the City of Gallup has contracted with EDDY over the past six (6) years to promote and put on the “Best of the Best” timed event rodeo.

IT IS HEREBY AGREED by and between the parties as follows:

1. The event will be the seventh annual “Best of the Best-Timed Event Rodeo”.
2. CITY will be owner of the event entitled to all income and profits and be responsible for all costs and expenses.
3. EDDY is contracted by CITY to promote and run all aspects of the event with his expertise in timed events.
4. CITY agrees to pay EDDY, for his services, the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00), plus gross receipts tax. Said sums payable as follows:
 - \$15,000 on January 31, 2020 plus GRT
 - \$15,000 on April 30, 2020 plus GRT
 - \$20,000 on July 31, 2020 plus GRT

5. In return for the payment in Paragraph 3 above, EDDY will pay for all of his own expenses, including travel expenses and any other expenses that he may incur in promoting the event for CITY. In addition, EDDY will be responsible for contracting with all announcers, timers, judges, stock vendors, and all other aspects of the timed event invitations.

6. EDDY will be responsible for promoting ten (10) events which will include the following:

- Breakaway Roping
- Goat Tying
- Barrel Racing
- Pole Bending
- Calf Roping
- Heading
- Healing
- Steer Wrestling
- Parent Team Roping
- Parent Ribbon Roping

7. The “Best of the Best” will commence check-in and registration on the Sunday before the date it is scheduled and will have two (2) full rounds of timed events starting Tuesday morning, with the short go-round on Saturday evening. There will be nine performances starting with slack Tuesday morning and performances Tuesday evening, two on Wednesday, two on Thursday, two on Friday and the final two on Saturday.

8. CITY will be responsible for payment of the following: (total expenditures to professional rodeo staff will not exceed \$50,000.00)

- one (1) rodeo secretary,
- one (1) assistant secretary,
- one (1) music DJ,
- one (1) chute boss,
- one (1) pick up man,
- one (1) gate man
- two (2) timers,
- two (2) judges,
- one (1) announcer,
- fifteen (15) stock crew
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9. CITY will also provide \$3,000 as “add-on” money for the winners of each Event.

10. The CITY, owning the timed event invitational, will be entitled to all revenue from the entire event, including but not limited to, stall rentals, RV space rentals, parent armbands, jackpot arena, parking, office charges, sponsorships, and trade show. In addition, CITY will be entitled to all entry commissions which are based upon \$50.00 per event per entry.

11. The City will control all RV space rentals during the event.

12. All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by regular mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Gallup: City Manager
City of Gallup
P.O. Box 1270
Gallup, New Mexico 87305-1270

Provided: Walt Eddy
P.O. Box 687
Gallup, New Mexico 87305-0687

13. The Contractor and his agents and employees are independent contractors performing professional services for the City and are not employees of the City of Gallup. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Gallup as a result of this Agreement. Neither shall the City be liable to the Contractor nor its Agents, nor their estates for any injury to person nor property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents.

IN WITNESS WHEREOF, the parties hereto have read, understood and accept the terms aforementioned and executed this Agreement on the date set forth in the first paragraph hereof.

By: Walt Eddy
Walt Eddy

Date: 1-28-20

CITY OF GALLUP:

By: Jackie D. McKinney
Jackie D. McKinney, Mayor

Date: 01/15/2020

Attest: Alfred Abeita
Alfred Abeita, City Clerk