



## **PROFESSIONAL SERVICE CONTRACT**

This contract is made and entered into between the Princeton Fire and Rescue Department, a department of the City of Princeton a municipal corporation ("PFRD/City") and Big O Racing LLC, ("Big O") a limited liability corporation formed under the laws of Minnesota.

### **Terms of Contract**

The services outlined in this Contract shall commence on the date the contract is fully executed by both parties and shall be ongoing unless terminated with proper notice as outlined in the Default and Cancellation section.

### **Services to be Provided**

PFRD/City agrees to provide emergency response services to Big O at each dirt track race. Said races occur typically on Fridays weekly at the Mille Lacs County Fairgrounds, 1400 3<sup>rd</sup> Street North, Princeton per an annual schedule established by Big O and posted on its website. There may be alternate nights identified on the annual schedule; PFRD/City agree that emergency response service will be provided on those alternate evenings.

In its agreement, PFRD/City agree to provide four (4) fire department personnel, as well as equipment deemed appropriate for emergency response as determined by PFRD/City. Should PFRD/City be dispatched to a call, two (2) of the four (4) personnel will remain on site to provide emergency response services. Personnel will arrive no later than 1845 pm each night and will remain until after the last race is completed.

Big O will notify PFRD/City as soon as practicable if a race is to be cancelled. Cancellation notices must be by text or phone call to the PFRD Chief or his designee, not email or social media post.

### **Terms of Payment**

Big O agrees to pay PFRD/City \$400.00 per race night. The PFRD/City will invoice Big O monthly for services provided the previous month. No fee will be charged for cancelled races.

### **Indemnification and Insurance**

The PFRD/City is self-insured and as such understands the liability in providing said emergency response services to Big O. PFRD/City personnel will sign the liability waiver as required by Big O's insurance provider if requested.

## Default and Cancellation

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice, with the exception that the agreement may not be cancelled within the race season.

Representatives for each of the parties to this Agreement are as listed below:

### **City**

Michele McPherson, City Administrator  
705 2<sup>nd</sup> Street North Princeton, MN 55371  
763/389-2040  
[mmcpherson@princetonmn.org](mailto:mmcpherson@princetonmn.org)

### **Big O Racing LLC**

1810 140<sup>th</sup> Lane NE  
Ham Lake, MN 55304-7650

PFRD/City and Big O agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by:

Princeton Fire and Rescue Department/City of Princeton

\_\_\_\_\_  
Thom Walker, Mayor

\_\_\_\_\_  
Attest: Shawna Tadych, City Clerk

Big O Racing LLC

\_\_\_\_\_

**2024 Racing Dates:**

April 19, 26

May 10, 23, 31

June 7, 14, 21

July 5, 19, 26

August 5 (Monday), 9, 16, 30