



## **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 Princeton Speedway Inc, a 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 Princeton Speedway in at each dirt track race. Said races occur Fridays weekly at the Mille Lacs County Fairgrounds, 1400 3<sup>rd</sup> Street North, Princeton per an annual schedule established by Princeton Speedway Inc and posted to [www.princetonspeedway.com](http://www.princetonspeedway.com).

In its agreement, PFRD/City agree to provide four (4) fire department personnel, one of which will be an EMR 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 18:45 pm each night and will remain until after the last race is completed.

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

### **Terms of Payment**

Princeton Speedway Inc. agrees to pay PFRD/City \$300.00 per race night. The PFRD/City will invoice Princeton Speedway Inc. 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 Princeton Speedway Inc. PFRD/City personnel will sign the liability waiver as required by Princeton Speedway Inc.'s insurance provider.

## **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)

### **Princeton Speedway Inc.**

Cliff Saker  
PO Box 423 Brainerd, MN 56401  
[racencs@gmail.com](mailto:racencs@gmail.com)

PFRD/City and Princeton Speedway Inc. 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 \_\_\_\_\_, 2022 by:

Princeton Fire and Rescue Department/City of Princeton

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

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

Princeton Speedway Inc.

\_\_\_\_\_  
Cliff Saker