

# OZARK JUNIOR REGIONAL RODEO ASSOCIATION

## 20\_\_ STOCK CONTRACTOR BID AND CONTRACT

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

1. **The stock requirements.** Based on the events listed in the Ozark Junior Rodeo Association Rule Book, and the needs of previous years, the stock contractor must be able to provide the following stock. Please initial in each blank to show your willingness to provide each of the following, per rodeo.
  - a) \_\_\_\_ 10 (ten) breakaway roping calves, *to be used for junior and senior Breakaway.*
  - b) \_\_\_\_ 10(ten) ribbon roping calves, *to be used for junior and senior Ribbon Roping.*
  - c) \_\_\_\_ 10(ten) tie-down calf roping calves.
  - d) \_\_\_\_ 3 (three) bucking horses.
  - e) \_\_\_\_ 10(ten) bucking bulls, *with no bad horns.*
  - f) \_\_\_\_ 5(five) stock riding calves, *weighing between 500 and 760 pounds.*
  - g) \_\_\_\_ 5(five) riding calves, *weighing under 500 pounds.*
  - h) \_\_\_\_ 15(fifteen) roping steers, *to be used for junior and senior team roping steers.*
  - i) \_\_\_\_ 3(three) goats.
  - j) \_\_\_\_ 5(five) chute dogging steers.
  
2. **No duplication of stock.** No duplication of stock between events is permitted.
3. **Stock requirements are maximums.** The numbers listed above are the maximum numbers of stock that will be needed at each rodeo, and the contractors bid is for that number. However, the Okra's rodeo secretary or other representative will contact the stock contractor no later than 24 (twenty-four) hours prior to the start of each rodeo to turn in the stock numbers according to the call-in. The numbers given will include one extra stock in each event to be used for a write-in or a re-run. This is if direct benefit to the contractor, ensuring that extra stock that is not necessary will not have to be hauled.

4. **Stock must be suitable for the OJRA's purposes.** The stock contractor agrees to bring stock that is suitable for the skill level of the event for which it is provided, for each performance of the 20\_\_ rodeo season, based upon the schedule set forth by the OJRA Board of Directors, and advertised at the beginning of the season. The OJRA makes a good faith effort to complete the rodeo season's schedule as originally drawn up, but due to contingencies beyond the OJRA's control, occasionally a rodeo may be canceled and/or rescheduled. Prompt notice will be given to the stock contractor by the rodeo secretary of any such occurrence.
5. **Culls.** The OJRA reserves the right to pull any stock it deems unfit for purposes listed above. If the OJRA pulls any stock deemed unfit, the requirement of the stock contractor to provide the numbers listed above does not change. The stock contractor will be docked \$\_\_\_\_ per cull, unless the unfitness of the animal is beyond control of the stock contractor, for example due to injury during transportation.
6. **Stock tag numbers required.** The stock contractor agrees that stock tag numbers will be furnished to the rodeo secretary in the form of a clearly written list no later than 2(**two**) hours prior to the start of the rodeo.
7. **Additional outs.** If there are more locals or write-ins at any rodeo than specified in the count given in advance by the rodeo secretary, stock will be re-run up to the number of times specified in the initialed maximums listed above at no extra charge. Any outs over the initialed maximums will result in an overage charge of \$\_\_\_\_ per out.
8. **Culls and additional outs to be netted out.** At the conclusion of each rodeo, the rodeo secretary will calculate the number of additional outs and the number of culls, resulting in an adjustment of the net money due to the stock contractor.
9. **The personnel requirements.** In addition to the stock listed above, the stock contractor must provide the following personnel. Please initial in each blank to show your willingness to provide the following, per rodeo.
  - a. \_\_\_\_2(two) *Experienced* Bullfighters.
  - b. \_\_\_\_1(one) *Experienced* pick-up man.
  - c. \_\_\_\_2(two) *Experienced* chute staffers.
10. **The personnel requirements are minimums.** The stock contractor may provide additional personnel at its discretion, but in no case will the number of *experienced* personnel be less than listed above.
11. **Personnel to perform expected functions.** The personnel provided by the stock contractor shall perform all the usual customary functions at the rodeo events scheduled. This includes clearing the arena of stock after each run or event, stripping of all ropes from stock, loading all stock as required by each event, untying of all tie-down calves and all similar activities.
12. **The stock contractor's bid.** The stock contractor hereby offers to provide all of the stock and personnel listed above, and initialed, for the total price of \$\_\_\_\_\_per rodeo, all taxes and insurance included.
13. **The bid is firm.** The stock contractor understands the OJRA is relying on the firmness of this bid and agrees that this bid will not be changed, modified or withdrawn before 5:00pm, local time on the tenth day following receipt of the bid by the OJRA.

- 14. No contract until accepted by the OJRA.** This bid is an offer by the stock contractor to supply stock and personnel listed above, and does not become a binding contract until accepted by an authorized representative of the OJRA. This acceptance must be in the form of the proper signature below, and no oral acceptance will be binding on the OJRA.
- 15. Contract may only be amended by written agreement of the parties.** Once accepted by the OJRA, the contract may only be modified in a writing signed by both the stock contractor and a Representative of the OJRA. Except as mentioned in item 3, above, no oral modifications of the contract will be enforceable.
- 16. Stock contractor to follow OJRA rules.** In making this bid, it is the responsibility of the stock contractor ensure the professionalism of himself, or his company, his staff and his employees. It is the responsibility of the stock contractor to ensure he and his staff reads, understands and abides by the rules and guidelines set forth by the OJRA. Please initial below that you understand this responsibility and its importance to the continued success of the OJRA.

\_\_\_\_\_ I have received a copy of the OJRA Rule Book and I agree that my staff and I will abide by the rules set forth herein.

- 17. Rain-outs.** The safety of the children, the animals, the employees, volunteers and spectators may require on occasion that a rodeo be canceled or terminated, and rescheduled due to inclement weather. The parties agree to the following rules for such rain-outs:
- a) Whenever possible, the rodeo secretary will cancel a rodeo at least 24 (twenty-four) hours in advance of its scheduled starting time, and reschedule at a later date. Notice of such cancellation will be given promptly to the stock contractor, who agrees to supply stock for the rescheduled rodeo except in the event of irreconcilable conflict in the stock contractors schedule.
  - b) If the rodeo must be canceled on the day scheduled, after the stock has arrived but before any stock have been run, the OJRA will reimburse the stock contractor for his actual expenses, including both transportation and labor, and the stock contractor agrees to supply stock for the rescheduled rodeo except in the event of irreconcilable conflict in the stock contractors schedule.
  - c) If the rodeo must be terminated after some stock has been run but before completion of all events, the OJRA will reimburse the stock contractor for his actual expenses, including both transportation and labor, and will pay a *pro rata* share of the price of the entire rodeo, based on how many stock were actually run before termination of the rodeo. The remaining events will be run as part of the next scheduled rodeo and the stock contractor agrees to supply stock for these rescheduled events, in addition to the stock for the scheduled rodeo, plus the full price for the next scheduled rodeo.
  - d) If the rodeo must be terminated after all the stock has been run, even though events requiring no stock have not yet been run, the stock contractor will be paid in full.

**18. Liquidation of damages.** In the event the stock contractor defaults in his obligation to stock or personnel as listed and initialed above at any event of the 20\_\_ season, or for any other default in the obligations undertaken by this bid, the OJRA's damages are hereby liquidated to be \$\_\_\_ per head of stock, \$\_\_\_\_\_ per personnel, or \$\_\_\_\_\_ per rodeo, in the event of complete failure to perform. Please initial below that you understand this liquidation of damages clauses.

\_\_\_\_\_ I understand the importance of timely and complete performance of the obligations that I am undertaking, and agree to the liquidation of damages set forth above.

**19. Payment terms:**

- a. ALTERNATE 1: The OJRA rodeo secretary will pay the stock contractor \_\_\_\_\_% of the amount of the accepted bid at the conclusion of each rodeo, if the stock and personnel prided meet all the terms set out above. The remaining \_\_\_\_\_% will be paid by the rodeo secretary within 10 days following the conclusion of the last event of the season.
  
- b. ALTERNATE 2: The OJRA rodeo secretary will pay the stock contractor \_\_\_\_\_% of the amount of the accepted bid at the conclusion of each rodeo, if the stock and personnel provided meet all the terms set out above. The remaining \_\_\_\_\_% will be paid by the rodeo secretary at the conclusion of the next scheduled rodeo.

**20. Donation for "Reunion Rodeo."** The OJRA is a non profit organization dedicated to promoting the sport of rodeo, sportsmanship, high moral character and scholastic achievement. Each year 1 (one) additional rodeo is held in order to raise money for the senior OJRA members to achieve their higher education goals. The "Reunion Rodeo" is open to all current members, friends, family and past members. The "Reunion Rodeo: generally will last longer and have more contestants than a normal rodeo. Please initial below if you are willing, as a part of this bid, to support the "Reunion Rodeo."

\_\_\_\_ I will donate the stock and personnel, and waive any overage charges for the "Reunion Rodeo" and its scholarship program. In exchange, the stock contractor may mount a banner for his company on the rodeo grounds for all events, and at least 5 announcements will be made from the booth thanking the stock contractor for his support. As the OJRA is a no-profit organization, the value of this donation may be tax deductible to the stock contractor, and the OJRA suggests that the stock contractor consult his accountant or tax lawyer in this regard.

In acknowledgment of this binding and firm offer, the stock contractor has signed below:

\_\_\_\_\_  
(CONTRACTOR)

Date: \_\_\_\_\_

\_\_\_\_\_  
(OJRA OFFICIAL)

Date: \_\_\_\_\_

