



MAYORS RACE AGREEMENT

Each February, for over 50 years, the Kernville Chamber of Commerce hosts its renowned WHISKEY FLAT DAYS™ celebration and the colorful Mayor's Race for three primary goals:

1. Boost the local economy (and some country smiles) during the "off-season".
2. Raise the bulk of the money for the Chamber's year-round promotions and expenses.
3. And for YOU: assist other, local, non-profit organizations in raising their own pile of loot.

Okay . . . But What's in it, Fer Us?

Money, mainly (and oodles of country smiles). The Whiskey Flat Mayor's race is a proven moneymaker, bringing in thousands of dollars each year for the selected organizations with a mayor candidate.

Thousands, you say? Yep! ... Organizations have brought in anywhere from \$2,000 to \$12,000 and sometimes even more. All depends on your effort and the public's interest in the organization you're running for.

And, It's Legal, too . . . Pardner!

Under explicit authorization (and regulations) from the California Attorney General's Office, the Kernville Chamber legally can hold its various raffles and drawings, which are the big draws of the Mayor's Race. Otherwise, without the Chamber's special state authorization, and even though we're a non-profit ourselves, such "gambling" could land us on the wrong side of the law. But . . . we're certified legitimate and we'll share it with you . . . Pardner!

Keep it Wholesome Folks!

Although "liquor" is part of the handle, Whiskey Flat Days™ is a wholesome FAMILY EVENT, with themes, costumes, and tasteful shenanigans echoing the old west and the pioneer days of the Kern River Valley.

Just Who Gets to Run Fer This Mayor?

An organization looking for more gold in their treasury, so long as you are running for a specific charitable cause in the Kern Valley, can have a mayor candidate. If your cause does not have a 501c3 status, the funds can be channeled through the Kernville Community Enhancement Project (KCEP).

1. Select a Candidate for Mayor of Whiskey Flat (the honorary, year-long emissary of Kernville).

2. Complete, by December 7th, the Mayor's Agreement Application for the Chamber's consideration.
3. Be nominated and approved by the Chamber's Board of Directors.

The Mayor's Office Is Bought and Paid Fer Fair and Square!

1. Over the six-week race, the campaign money is raised through donations, fundraisers, and through our legal raffles and drawings (under the specific guidelines from the Attorney General's Office)
2. The Candidate turning in the most money (after expenses), by the Sunday deadline of Whiskey Flat Days™, wins the Mayor Race and is the ceremonial Mayor for the next twelve months.
3. The remaining candidates, rather than being left in the dust, automatically are elected to Deputy Mayor status.
4. Throughout the following year, when requested by the Chamber, the Mayor and Deputies will attend community gatherings and events in wholesome character and period attire.

How Much Money Do We Get?

Within 30 days after the Election, the Chamber will distribute to each organization, a percentage of the money raised (after the expenses) from their Candidate's campaign. Over the years this percentage has changed. Historically, this was purely a Chamber fundraiser only and all proceeds went to the Chamber in an effort to cover ongoing bills to put on events, advertise around the state/country, do trade shows to entice folks to visit us, staff payroll, and to cover all the bills that go into running and maintaining various properties, as well as pay for all the electricity in our local parks. Trust us, there is a lot to pay for to put on these events. The current payout is 50/50. 50% for the organization the candidate is running for and 50% to the Chamber to help pay the bills so we can make these events and fundraisers available.

Well Then, When Can We Start?

New Year's Eve is the start of the Mayor's Race. Candidates don't really have to swagger out in daylight on this date, but any campaigning or soliciting money before this time is JUMPIN' THE GUN and the sponsoring organization may be disqualified by the Chamber or have their tally-percentage reduced. Candidates will be officially introduced at the Whiskey Flat Kick-Off Dinner. Here, at this annual fandango, each Candidate is expected to be on display, decked out in period garb, to forthrightly profess whatever platform has been concocted, as well as deliver outlandish campaign promises to one and all who are huckleberries enough to swallow it. **NO 50/50 RAFFLE BY CANDIDATES WILL BE ALLOWED AT THE KICKOFF DINNER.**

Mayor Bribes and Money Handling:

1. In recent years, Candidates have discovered all sorts of fund raisers (for instance: business sponsors, barbeques, raffles, and auctions). Candidates also raise money with Mayor BRIBES – serial numbered, 2-part, raffle tickets issued by the Kernville Chamber. These are sold at \$1 each, (frequently in blocks of 100) as chances to win the drawing held on Whiskey Flat Sunday. This

raffle is approved by the Attorney General's Office.

2. The Chamber has 10,000 Bribes available for each Candidate, and the lucky number wins a \$500 shipping credit for use in the Kern Valley.
3. The Chamber's BANKER handles all money transactions, in strict confidence, with each organizations BAGMAN (or BAGLADY, as the case may be) for the duration of the Race.
4. The Banker, prior to the High Noon start, will GRUBSTAKE each Organization with \$3,000 worthy of Bribes.
5. For this initial Grubstake, the Organization doesn't have to pay, up-front, for the \$3,000 of Bribes. But, understandably, it is responsible for the value of this Grubstake (and all later Bribes) and by the end of the race, will either return the unsold tickets or hand over the money for those sold and/or missing.
6. Periodically, as the weeks and race progress, the Candidate will need additional, new Bribes to peddle.
7. To receive new ones, the Bagman/Baglady turns in the stubs from those sold, (making sure each stub is completed AND separated), along with \$1 each. The Banker then issues an equal number of Bribes . . . records the transaction . . . and deposits all money.
8. The goal her (flexible, for circumstances and the Banker's discretionary judgement) is that the Organization/Candidate will, AT NO TIME, be holding more than \$3,000 in combined value of money and unsold Bribes.
9. To preserve our accounting sanity, use the deposit for given to you with your tickets and bundle your bills accordingly: 25 x \$1; 20 x \$5; 25 x \$10; 25 x \$20

Other Banker, Fundraiser and Expense Notes

1. All money from the Mayor's Race activities, collected by the Candidate (or representatives) belongs immediately to the Kernville Chamber of Commerce, and periodically and confidentially, will be turned in to the Chamber.
2. ALL Checks accepted during the Mayor's Race will be made out ONLY to Kernville Community Events & Projects (KCEP) our 501c3
3. Since the Organization/Candidate collects all money in the Chamber's name, understandably the Chamber's confidential Banker needs to keep close tabs on what's happening . . . and approaching. To keep yourself and your organization legal, please clear all fundraising EVENTS (auctions, suppers, additional raffles, etc.) with the Banker in advance. PLEASE NO EXCEPTIONS.
4. To avoid the "only-human" possibility of fumbled figures, the total money earned by fundraising

events will be reported and/or turned in to the Banker by the next day.

5. Candidate's on-going expenses must be reported to (and approved by) the Banker. This will make sure amounts are remaining within limits and will provide for periodic reimbursement. Important: Legal Limitations Exist for Expenses: Under the Department of Justice guidelines for charitable raffles and drawings (for which the Chamber files State reports), a maximum of 10% of the gross receipts is allowed for justified expenses.
6. Reimbursement for campaign expenses will be done before the final money count. Only the net amount (total money brought in the Candidate's campaign, less all approved expenses) will be used to determine the winner and new Whiskey Flat Mayor.

Down to the Wire on Whiskey Flat Sunday

1. All remaining money, Bribe stubs, unsold Bribes and expenses will be turned in to the Banker by **11:00 am on the Sunday of Whiskey Flat Days™**. Actual time and place will be arranged a day or two prior.
2. Failure to properly account for money, Bribes or expenses can disqualify the Candidate from the race and from the honorary titles of both Mayor and Deputy Mayor.
3. The Chamber cannot accept, or reimburse, any Candidate's expenses submitted late, after this final accounting.
4. One hour is allowed for this final tally. Please be correct, concise, and punctual Partner.
5. Candidate's are cautioned against accepting checks that may not clear before this final accounting. If bounced checks (or other deductions) later cause the new Mayor's totals to fall below that the 2nd place Candidate, the title will be forfeited, unless the deduction is covered.
6. The new *Mayor of Whiskey Flat* will be the Candidate turning in the most money (after expenses) and will be "Elected" Sunday afternoon after the festivities
7. Following the election, the drawing for the Bribe shopping spree will be held, and the winning number will be announced. (Other campaign drawings, that follow Department of Justice rules, can be conducted also).

Keeping the Bargain

1. Each Organization / Candidate is responsible for all money, Bribes and expenses being properly accounted for and periodically turned in to the Chamber (to the Banker).

2. Failure to follow any part of this Agreement constitutes a Breach of Contract.
3. If notified (by phone or writing) of a possible Breach of Contract, the Organization will meet with Chamber Board representatives within 48 hours, to conduct a review. If the review does not satisfy the Chamber representatives, the Board of Directors may, at their discretion, remove all or part of the percentage of the money going to the sponsoring organization and/or disqualify the Candidate from the race or remove Mayor Title.
4. Within 48 hours of being notified of such a disqualifying removal, the Organization / Candidate will turn over to the Banker all money collected and all unsold bribes.

Specific Legal Acknowledgements and Liability Waiver

In Consideration for allowing the Whiskey Flat Mayor Candidate and the sponsoring Non-profit Organization (collectively known as "Candidate") to participate in this Whiskey Flat Days™ Mayor's Race event, the Candidate, voluntarily agrees to release, discharge and hold harmless from all liability claims, the Kernville Chamber of Commerce, its officers, directors and agents (collectively known as "The Chamber"). These could be claims arising out of suggested negligence, incorrect decisions, strict liability, breach of contract, or any act which causes damages in any way associated with the Candidate's participation in this activity. The Candidate's participation in this event is purely voluntary and I/we choose to do so at my/our own risk. The Candidate expressly assumes all responsibility and risk (both known and unanticipated) to myself/ourselves, others and to property.

The Candidate will conduct a campaign in good taste and hold harmless the Chamber from any acts by the Candidate (or by the Candidate's representatives) that are not in good taste or that reflect poorly on the Community or the Chamber.

The Candidate agrees to hold harmless, defend and indemnify The Chamber without limitation or reservation, against any damage, liability or cost resulting or related to any damage, claim or expense suffered (or allegedly suffered) by Candidate or by any third party which arises from Candidate's participation in this event. Further, if any suit or action (in connection with Candidate's participation in this event) is brought or threatened against The Chamber (and/or if The Chamber chooses to enforce any part of the agreement) the Candidate will offer defense/counsel for The Chamber with counsel reasonably acceptable to The Chamber. Any such counsel (and attendant fees) will be at the Candidate's expense. If any portion of this agreement is judged to be invalid, the validity of the remaining portions will not be affected.

My signature below acknowledges that I/we have read and understand this 6-page agreement. I/we know that it affects my/our legal rights and I/we agree to follow and be bound by its terms.

Please print clearly and return all six pages of the signed agreement to The Chamber. No scribbles, pardner.

Sponsoring Organization

Print Name of Sponsoring Organization

Federal Tax ID #

Mailing Address

California Tax ID #

Authorized Officer's Signature (Must be an Officer)

Print Name and Title of Officer

Daytime Phone Number of Officer

Date

Officer's Email Address

Whiskey Flat Mayor Candidate

Candidate's Signature

Email Address

Print Candidate's Name

Daytime Phone Number

Candidate's Whiskey Flat Mayor Name

Address

Date

Cell Phone

Campaign Manager (If known)

Manager's Email Address

Manager's Cell Phone

Manager's Daytime Phone

Print Name for your Whiskey Flat Frog – YES FROG

Fax Number

EMAIL: _____

Orion Sanders, President Kernville Chamber of Commerce

Date



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