



MINUTES

Special Meeting Board of Directors

July 16, 2025 7:00 PM

ZOOM

The meeting was called to order at 7:00pm by President Brian Helander. Secretary Gene Fraikes conducted roll call of Directors present.(roll call attached) A quorum was present to conduct business.

WGRF bucking chutes contract for signature:

President Helander presented the contract and advised it is within budget. Motion was made by Chris Tobin and 2nd by Terry Covington to approve the contract. Candy Pratt requested that the address of the person be added to the contract before signing and President Helander agreed to do so. Motion passed.

WGRF security contract for signature:

President Helander presented the contract. Motion made by Terry Covington and seconded by Tim Smith to approve the contract. Motion passed.

WGRF dance budget modifications:

President Helander presented the budget modifications requested. Motion was made by Robert Thurtell and seconded by Terry Covington to approve the modification request. Discussion began with an overview by Roger Bergmann. Motion passed.

The meeting adjourned at 723pm

**IGRA SPECIAL MEETING
BOARD OF DIRECTORS ROLL CALL
July 16, 2025**

ASSOCIATION		NAME	TRUSTEE	ALTERNATE
President	P	BRIAN HELANDER		
Vice President	P	MICHAEL VROOMAN		
Secretary	P	GENE FRAIKES		
Treasurer		DAVID HILL		
AGRA	P	SHERRY MULLEN	X	
ASGRA	P	MICHAEL LENTZ	X	
CGRA	P	ROBERT THURTELL	X	
CRGRA		CHUCK BROWNING	X	
DSRA	P	DANIEL BRISON	X	
GPRA	P	TERRY COVINGTON		X
GSGRA		DAVID LAWSON	X	

ILGRA		ANTHONY VALDEZ	X	
MIGRA		SCOTT KORFF	X	
MGRA		KENNETH HALL	X	
NGRA	P	GUY PUGLISI	X	
NMGRA	P	DAVID HENZEL	X	
NSGRA	P	CHRIS TOBIN	X	
RRRA	P	CANDY PRATT	X	
TGRA	P	TIM SMITH	X	
UGRA		KEVIN HILLMAN	X	
	10			
30% = 6				
Guest				
Roger Bergmann				
Sammy VanGeldar				

[illegible]

2025 Additional Dance Expenses

450 paid dancer attendees total

Additional dance floor: Silver Baron	3,000.00	30' x 36'
IAGLCWDC meeting - cookies	450.00	originally \$40++/dozen x 250 people - add 100 people
Hotel Rooms - Instructors*	2,100.00	3 nights @ CC or 2 nights @ SL x 5 instructors (15 room nights)
Hotel Rooms - comp room nights	(1,125.00)	9 comp room nights per 1/30 comp arrangement (100 guests = ~270 room nights)
Additional discretionary expenses	575.00	reserve for additional unplanned expenses
TOTAL ADDITIONAL EXPENSES	5,000.00	
TOTAL ADDITIONAL INCOME	10,000.00	
NET ADDITIONAL INCOME	5,000.00	This is the *additional* net income over what was originally budgeted!

500 paid dancer attendees total

Additional dance floor: Expo B	925.00	increase to 39' x 75' = 37 panels @ \$25 ea
Additional dance floor: Silver Baron	225.00	increase to 30' x 42' = 20 panels @ \$25 ea
IAGLCWDC meeting - cookies	225.00	add 50 people
Hotel Rooms - comp room nights	(500.00)	4 comp room nights per 1/30 comp arrangement (50 guests = ~130 room nights)
TOTAL ADDITIONAL EXPENSES	875.00	
TOTAL ADDITIONAL INCOME	5,000.00	
NET ADDITIONAL INCOME	4,125.00	This is the *additional* net income over the 450-dancer budget, or \$9,125 over the original bu

idget.

2025 IGRA World Gay Rodeo Finals Rodeo Equipment Contract



IGRA, Inc.
P.O. Box 460504
Aurora, Co 80046-0504

This agreement is entered into July 8, 2025, by Holeman Bucking Bulls, hereafter referred to as "Contractor", and the International Gay Rodeo Association, hereafter referred to as "IGRA".

Contractor will provide:

Contractor furnishes the following rodeo arena equipment for a two-day rodeo to be held on October 11 & October 12, 2025, at Reno-Sparks Livestock Event Center in Reno, NV for a lump sum: **Four Thousand Nine Hundred Dollars (\$4,900.00)**

Based on the quote and rate-sheet provided by Cameron Holeman, attached herein and referenced to as Exhibit A, the following shall be provided by Contractor:

- 2 - Bucking Chutes – Left-hand hinge
- 2 - Bucking Chutes – Right-hand hinge
- 1 - Miscellaneous panels used to load livestock: 2 90° corners; 1 out gate; additional panels, pins
- 1 - FOB – Freight On Board – delivery to Reno-Sparks Livestock Events Center
- 1 - All Labor to assemble and disassemble arena equipment provided
- 2 - Lodging allowance: 2 rooms at fair room-rates for crew on October 7, 2025
- 2 - Lodging allowance: 2 rooms at fair room-rates for crew on October 12, 2025
- 1 - Holeman Bucking Bulls, Cameron Holeman and any employee hired or working for this event shall be named additional insured

Bucking chutes and related equipment provided and assembled by Contractor shall arrive and be assembled in proper working order on Wednesday, October 8, 2025 at the Reno-Sparks Livestock Events Center, 1350 N. Wells Avenue, Reno, NV.

Bucking chutes and related equipment provided shall be disassembled and removed from the Reno-Sparks Livestock Events Center on Monday, October 13, 2025.

Indemnification. To the fullest extent permitted by law, "Contractor" agrees to defend , indemnify, and hold harmless I.G.R.A. and its agents and representatives, from and against all losses, injuries, personal damages, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, judgments, and other expenses, including but not limited to defense costs and reasonable attorney's fees, relating to, arising out of or existing by reason of "Contractor" execution or performance of this Agreement, and to the extent caused in whole or in part by any negligent act or omission of "Contractor" or anyone directly or indirectly employed or guest of the "Contractor", except in the event that any such injury, death, damage or other loss is caused by the sole negligence or willful misconduct of I.G.R.A. , its officers, directors, agents or employees.

IGRA will provide:

As a good-faith payment, an amount equal to the cost of the required Liability Insurance will be paid in advance by IGRA by August 1, 2025, and the remainder of the total cost by check at the conclusion of the rodeo, when the equipment and all other items are loaded and ready to leave the venue.

IGRA will add Holeman Bucking Bulls as an additional insured to our insurance policy.

IGRA may terminate this contract and be relieved of any further performance if Holeman Bucking Bulls fail to perform as scheduled. Holeman Bucking Bulls and its employees shall act as an independent contractor and not as employees or agents of IGRA.

Time is of the essence, and all of the provisions of this agreement shall extend to and be binding upon and ensure to the benefit of heirs, executors, administrators, successors and assigns of the parties hereto.

The provisions of this contract shall be considered in accordance with the laws of the State of Colorado.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. This contract is binding when both parties agree and both parties sign this agreement. This contract is also binding as to all pages as attached and signed by both parties.

Date: _____

Brian Helander, President
International Gay Rodeo Association

Date _____

Cameron Holeman
Holeman Bucking Bulls
Address
Sanger, CA

Special IGRA Board Zoom Meeting on 07/16/2025

WGRF 2025 Hotel Dance Budget Items:

The original proposed budget at IGRA Convention was for an estimated 350 dancers.

As of June 30th, we have 366 dancers:

As of July 8th, we have 386 dancers:

As of July 15th, we have 416 dancers who have purchased their All-Events Pass from the Sundance Association website, and we expect that number to easily go above 450 dancers.

This is currently \$41,600 income minus SQUARE fees in the bank.

Based upon this information, I hope the Budget Committee will consider increasing the expected income from Line 4166 - Dance / Entertainment from \$15,000 to \$45,000.

31 All-Events Passes (\$3,100) have been sold through the IGRA Store. This number is sure to increase, but I have no idea what the final number will be.

Rodeo people have always been slower to commit, but it only takes 150 All-Event Passes to equal the \$15,000 currently budgeted for Gate Sales.

I am certain that number will be exceeded. There will also be an unknown number of rodeo day tickets from locals to boost the Gate Sales.

I am sure that Line 4162 - Gate Sales will exceed \$15,000 but request no change to that dollar amount.

Because of the increased number of room nights that have already been booked at both Silver Legacy and Circus Circus (408 rooms & 1,669 room nights), I have requested the hotel to also give IGRA the Silver Baron Ballroom - A at NO ADDITIONAL COST. This ballroom is accessed by the elevator in the Grand Exposition Hall foyer. This additional ballroom has already been approved by Elizabeth Marquis, our hotel representative.

This additional ballroom has not added any additional Food & Beverage requirement to the contract either.

This Special Meeting is to request two increases to the Dance Expenses.

The first is for \$5,000 to provide an additional dance floor for the Silver Baron Ballroom, and a few more dance instructors to accommodate the additional 100 dancers we are definitely expecting. These additional 100 dancers will bring in an **additional \$10,000 of income**, and this **increased expense is equal to \$5,000**. (See Excel Spreadsheet)

This request can be compared to a rodeo, where after the early contestant registration you find you have 10 more bull riders and 15 more steer riders than expected. You would call the stock contractor and order more bulls and steers. In this case we need more space to spread the dancers out for the nighttime dances, and to provide additional space for the daytime dance workshops.

Also shown on this Excel Spreadsheet is the second requested budget expense to go into effect if the number of All-Event Passes sold through the Sundance Association website goes above 500, which we also expect to happen. This extra 50 dancers will bring in a **minimum additional \$5,000 of income**, with \$100 more for every additional dancer above the 500 number. This **additional expense will be \$875**. (See Excel Spreadsheet)

I hope that the Board will consider approving both changes, with the \$5,000 to go into effect immediately, and the \$875 to go into effect if the number of All-Event Passes sold on the Sundance Association website exceeds 500.

Based upon this information, I hope that the Budget Committee will consider increasing the expenses to Line 8164 - Entertainment - Talent/Dance from \$22,000 to \$27,875.

150 All-Event Passes = \$15,000 Income

Proposed Expenses+ \$5,000 and \$875 = \$5,875

These changes will result in a Net Income of \$9,125.

The Main Dance floor, a Line Dance room and the Royalty competition and Rodeo Awards will be in the Grand Exposition Hall, and West Coast Swing dancing will be in the Silver Baron Ballroom.

Roger Bergmann
WGRF2025 Planning Committee



P.O. Box 13047
Reno, NV 89507
Office 775.786.1122
Fax 775.786.2726
PILB #700
CA PPO Lic. #16693

June 25, 2025

Sam VanGalder
9150 Calle Barranca
Desert Hot Springs, CA 92240

Re: WGRF Security

Dear Sam VanGalder,

Thank you for doing business with our corporation.

Please find attached the Service Agreement and accompanying estimate for your review. To secure your event date and initiate scheduling with our ESI staff, return the signed Service Agreement and remit the initial payment of **\$6,932.64**, representing one hundred percent (100%) of the total estimated cost (as detailed in Exhibit A), on or before **Monday, September 8, 2025**.

Please be aware that if we do not receive the signed agreement and initial payment by the specified date, scheduling will be subject to ESI staff availability.

Upon receipt of both the signed Service Agreement and payment, we will promptly proceed with scheduling your services. We accept Visa, MasterCard, Discover, American Express, cash, and checks. For your convenience, a secure online payment link is available upon request. You may also submit payment in person or by mail to ESI Security Services at 8670 Technology Way, Reno, NV 89521.

We look forward to a successful partnership with you.

If you have any questions or would like to discuss any part of the Service Agreement please call me. Thank you for your time.

Sincerely,

Mike Hendi
C.E.O.



P.O. Box 13047
Reno, NV 89507
Office 775.786.1122
Fax 775.786.2726
PILB #700
CA PPO Lic. #16693

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made and entered into this **25 June 2025** by and between **ESI Security Services**, a Nevada corporation (“ESI”) and **International Gay Rodeo Association**, (“Client”).

WHEREAS, the parties hereto desire to be bound by the terms of this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, ESI and Client, deeming it mutually advantageous to enter into the Agreement hereinafter set forth, covenant and agree as follows:

1. SERVICES

ESI agrees to provide personnel services as set forth in Section 5 during the term of this Service Agreement on the terms and conditions, and for the consideration, as set forth herein. Modifications to the services, as stated in Exhibit A, can be made at any time with written notice to ESI.

2. TERM

ESI shall provide the services set forth in Section 5 commencing **Saturday, October 11, 2025** and continuing through **Sunday, October 12, 2025**.

3. COMPENSATION

Client shall compensate ESI for services rendered under the terms of this Agreement as follows:

A. Client shall compensate ESI for its personnel at the following hourly rates:

1. **\$38.77** per hour for security personnel.
2. **\$42.18** per hour for security supervisory personnel.

B. Client shall pay ESI one and one-half (1½) times the rate stated in section 3(A) for work performed by ESI personnel on the following holidays:

1. Martin Luther King Day
2. Easter
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. Christmas Eve
8. Christmas Day
9. New Year's Eve
10. New Year's Day

- C. ESI personnel, including all employees and agents, will be billed for a minimum of four (4) hours per person.
- D. If Client requests a *specific* individual which includes, but is not limited to the following: ESI officers, ESI supervisors, and ESI personnel, including all employees and agents, and client requests that *specific* individual be used for a period of more than eight (8) hours, the client will be billed at one and one-half (1½) times the rate stated in section 3(A) for any time in excess of eight (8) hours for that *specific* individual. If Client requests any specific individual be used for a period of more than twelve (12) hours, the client will be billed at two (2) times the rate stated in section 3(A) for any time in excess of twelve (12) hours for that *specific* individual.
- E. Additions to services can be made to the estimate for services attached hereto as Exhibit A, with forty eight (48) hours notice to ESI. Any additions to services made with less than forty eight hours notice will be accommodated based on the availability of ESI and will be billed to client at one and one-half (1½) times the rate stated in section 3(A).
- F. Any fees which remain unpaid for a period of thirty (30) days beyond the date fees are due as stated in Section 3(G) will be subject to a late payment charge of \$5.00 per month and 10.25% annually on the entire balance due.
- G. Client shall pay ESI Security Services one hundred percent (100%) of the estimated fees due to ESI before **Monday, September 8, 2025**; and any additional balances for services actually rendered will be due 10 days from invoice date. The Estimate for Services is attached hereto as Exhibit A. If all requested documents and deposit are not returned by the due date all services will only be accommodated based on the availability of ESI.
- H. Client shall be liable for all costs, collection fees, and reasonable attorney fees incurred if ESI must retain the services of a collection agency, retain an attorney, or commence legal proceedings to enforce collection of any balance due.
- I. Client warrants that they will not solicit or hire any ESI employee during or within ninety (90) days of termination of this contract under penalty of \$7,500.00.

4.

CANCELLATION AND LIQUIDATED DAMAGES

- A. There shall be no charge to Client if written Notice of Cancellation is given directly to an ESI Security Services authorized representative forty eight (48) hours before the start of the event. The start of the event shall be deemed the time which ESI Security Services services are to commence as stated in Section 2, above. For purposes of this contract, the following individuals are deemed authorized representatives” of ESI Security Services:
 - 1. Mike Hendi - C.E.O.
- B. The parties agree that in the event of a material breach of this contract, ESI Security Services damages would be uncertain and difficult to prove. The

parties agree that a reasonable estimate of ESI Security Services damages in the event of a material breach would be one-half (½) of the amount stated in the Estimate For Services. Therefore, Client agrees to pay ESI Security Services one-half (½) of the amount stated in the estimate For Services if Client materially breaches this contract.

- C. The parties agree that Client's failure to provide Notice of Cancellation to ESI Security Services as required in Section 4(A) would constitute a material breach. Client agrees to pay ESI Security Services one-half (½) of the amount stated in the Estimate For Services if Client fails to provide Notice of Cancellation as required in Section 4(A).

5.

SERVICES PROVIDED BY ESI

ESI shall perform all security services for Client, including, but not limited to the following:

Audience Management:	Yes / No
Access Control:	Yes / No
Security Officer Services:	Yes / No
Special Body Guard Services:	Yes / No
Other _____	

6.

INDEMNIFICATION

- A. Client assumes all risk of loss, damage, or injury to person or property, caused by the conditions of the property where the services are being rendered, or by the management, control or operation of the event, or arising out of any activity related to the event for which ESI Security Services is providing services.

Client and ESI each agree to release each other, their officers, directors, shareholders, agents, and employees from all claims for loss, damage, or injury to person or property sustained by Client or ESI or the agents or employees of either, or by any person whomsoever, when said claims arise as a result of the gross negligence or willful misconduct of either Client or ESI, or their employees.

Client agrees to indemnify and hold harmless ESI, its officers, directors, shareholders, agents, and employees from all claims for loss, damage, or injury to person or property sustained by Client or the agents or employees of Client, or by any person whomsoever, when said claims arise as a result of the gross negligence or willful misconduct of Client, or its employees, from all costs and expenses, including attorney's fees and litigation expenses arising therefrom.

ESI and Client agree that ESI shall not be liable for insufficient security personnel. ESI is only providing the security services requested by Client. Client agrees to indemnify and hold harmless ESI, its officers, directors, shareholders and employees against all claims for loss, damage, or injury to person or property relating to insufficient security personnel.

- B. ESI and Client agree that ESI is not an insurer and that the fees being paid to ESI for services are not necessarily related to the value of personal or real property being protected. ESI fees are insufficient to guarantee that loss will not occur. ESI makes no warranty, implied or otherwise, that a loss will not occur or that the services supplied by ESI will avert or prevent losses, claims, or causes of action against Client.
- C. ESI and Client agree that ESI will not be liable or responsible for the theft or loss of Client's property or any party's property not directly attributable to theft by ESI employees.

7.

MISCELLANEOUS

- A. Headings: All headings contained in this Agreement are inserted as a matter of convenience and for the ease of reference only and shall not be considered in the construction or interpretation of any provision of this Agreement.
- B. Exhibits: All exhibits annexed hereto are expressly made a part of this Agreement, as fully as though completely set forth herein, and all references to this agreement herein or in any of such exhibits shall be deemed to refer and to include all such exhibits or schedules.
- C. Terms: Common nouns and pronouns shall be deemed to refer to masculine, feminine, neutral, singular or plural, as the identity of the person or persons may require.
- D. Severability: Each provision hereof is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- E. Entire Agreement: This Agreement, including all Exhibits hereto, constitutes the entire agreement of the parties hereto with respect to the matters hereof and supersedes any prior oral and written understandings or agreements.
- F. Amendments: This Agreement may not be amended, modified or revised, in whole or part, unless in writing and signed by the parties. However, Client may orally request additional ESI personnel and/or request that ESI personnel work past the date and time ESI services are stated in Section 2 to cease.
- G. Waivers: The waiver of a breach of any provision of this agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement.

H. Legal Expenses:

In the event of any legal action, suit or proceeding, including but not limited to, arbitration, is commenced by either party hereto for the interpretation or enforcement of this Agreement, the prevailing party in such proceeding shall be entitled, in addition to whatever other relief is afforded to such party in such proceedings, to an award of such party's reasonable attorney's fees and costs incurred in connection with such proceeding.

I. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of law principles thereof. The venue of any action or proceeding arising out of this Agreement shall be in Washoe County, Nevada.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

ESI Security Services

By: _____
M. Hendi

Title: President

International Gay Rodeo Association #WGRF100925

Print: _____

Sign: _____

Title: _____

Date: _____



P.O. Box 13047
Reno, NV 89507
Office 775.786.1122
Fax 775.786.2726
PILB #700
CA PPO Lic. #16693

June 25, 2025

ESTIMATE-Revised
(Exhibit A)

#WGRF100925

Sam VanGalder
International Gay Rodeo Association
9150 Calle Barranca
Desert Hot Springs, CA 92240
Phone: (760) 774-2254
E-Mail: vangalder@aol.com

The estimated cost for the WGRF Security at the Reno Livestock Event Center on Saturday, October 11, 2025 through Sunday, October 12, 2025 is as follows:

Saturday, October 11, 2025 through Sunday, October 12, 2025

9:30 A.M.-5:30 P.M.	2	Supervisor	\$42.18/hr	8 Hrs	2 Days	\$	1,349.76
9:30 A.M.-5:30 P.M.	9	Security	\$38.77/hr	8 Hrs	2 Days	\$	5,582.88
Total Cost for WGRF Security						\$	6,932.64
100% Deposit Due By Monday, September 8, 2025						\$	6,932.64

This is the estimated cost of security for the WGRF Security. Thank you for choosing ESI Security Services, we look forward to working with you. Please call if you have any questions or require any additional information.

Sincerely,

Mike Hendi
C.E.O.

ESI Site Information Form

Thank you for choosing ESI Security Services. We would like to provide you with the best services possible and ask that you please provide as much information as possible. Please complete this form and fax to 775-786-2726 with your signed estimate.

Event Name: WGRF Security

Please list the address and the name of location where security is being provided:

Please list room name or number if applicable:

Name and cell phone number of the person that we can call in case of problems or emergencies:

Do the officers need to report to someone upon arrival?

Yes

No

Name and cell phone number of onsite contact that officers report to (if applicable):

Please use the space below to explain the officers duties and any additional information:

*****PLEASE NOTE, WE WILL NOT SCHEDULE YOUR
EVENT UNLESS WE RECEIVE
THIS COMPLETED FORM*****