SPONSORSHIP AGREEMENT Acceler8 Wasatch Reception & Dinner

THIS AGREEMENT, entered into as of the 19th day of April 2024, by and between **Ogden City Corporation**, a Utah Municipal Corporation (hereinafter "City") and **Weber County Corporation** (hereinafter "Sponsor").

RECITALS

WHEREAS, the City is organizing and hosting the Acceler8 Wasatch Week Reception and Dinner (the "Acceler8 Wasatch Dinner") for the purposes of supporting innovation and collaboration in Northern Utah's aerospace and defense industry; and

WHEREAS, the Sponsor wishes to support the Acceler8 Wasatch Dinner and the City wishes to acknowledge such support;

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein and of the sponsorship contributions hereinafter described, the parties hereto do mutually agree as follows:

1. Term

a. This Agreement shall be effective as of the date first written above and shall expire on May 31, 2024 unless terminated earlier pursuant to the terms of this Agreement (the "Term").

2. Sponsorship Rights

- a. The Sponsor wishes to support the Acceler8 Wasatch Dinner by contributing **One Thousand Dollars (\$1,000.00)** to the City on or before May 31, 2024.
- b. In consideration of the Sponsor's support, upon receipt in full of the contributions listed above, the City will:
 - i. Add the Weber County Corporation name and/or logo to all promotional materials related to the Acceler8 Wasatch Dinner.
 - ii. Recognize Weber County Corporation as an event sponsor at the Acceler8 Wasatch Dinner.
 - iii. Provide a representative of Weber County Corporation with time to introduce Weber County Corporation at the Acceler8 Wasatch Dinner.
 - iv. Provide a table at the Acceler8 Wasatch Dinner where Weber County Corporation's marketing materials can be displayed.

3. Trademark and Logo Use

a. Upon the request of Ogden City, Weber County Corporation will provide its approved branding and logo materials, and hereby consents to their use in all promotional materials related to their sponsorship of the Acceler8 Wasatch Dinner.

4. Sponsorship Payment

a. Payment of the sponsorship contribution may be made to City by either check or Electronic Funds Transfer ("EFT"). Checks shall be made payable to Ogden City Corporation. City shall provide EFT instructions if requested by Sponsor.

5. Notices

a. Inquiries, the completed Agreement, checks, and any notices can be sent to City at:

Ogden City – Business Development Division 2549 Washington Blvd., Suite 420 Ogden, UT 84401

Notices can be sent to Sponsor at:

Weber County Corporation – Economic Development 2380 Washington Blvd.
Ogden, UT 84401

6. Termination

a. Either party may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

7. Miscellaneous

- a. **Governing Law.** This Agreement, its terms and conditions, shall be governed by Utah law.
- b. Integrated Document. This Agreement embodies the entire agreement between City and Sponsor. No verbal agreements or conversations with any officer, agent, or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered unofficial information and in no way binding upon City or Sponsor.
- c. **Indemnification.** Each party to this Agreement shall indemnify and hold harmless the other party, its elected and appointed officials, officers, directors, agents, employees, or volunteers from any and all claims, demands, actions and costs whatsoever that may arise out of, directly or indirectly, such indemnifying party's performance of this Agreement or that of the indemnifying party's elected and appointed officials, officers, directors, agents, employees, or volunteers.
- d. **Assignment.** No party may assign this Agreement or any part of this Agreement, or any benefit, interest, or obligation herein.

IN WITNESS WHEREOF the parties hereto execute the foregoing instrument as of the day and year first above written.

	OGDEN CITY, a Utah Municipal Corporation
	By:
	Name:
	Title:
ATTEST:	
City Recorder	
	WEBER COUNTY CORPORATION, SPONSOR
	By:
	Name:
	Title: