



GOLDEN SPIKE EVENT CENTER

Mini Event Agreement

Contracted By: Broken Heart Rodeo Company LLC
Event: Rough Stock Practice
Contact Person: Ben German
Address: 3685 S 3750 W
West Haven, UT 84401
Phone: 801-540-6233

Event Dates: November 5, 19; December 10, 17, 2024
January 14, 21; February 18; March 25, 2025

1. THIS AGREEMENT, made on September 25, 2024, by and between WEBER COUNTY, hereinafter called the COUNTY and BROKEN HEART RODEO COMPANY, herein after called LICENSEE.
2. The LICENSEE shall pay the following, for each scheduled date, to the COUNTY for space and / or service:
 - A. Dates as scheduled Mini Event Golden Spike Arena Rental @ \$300/rental date. (6:00 p.m. - 11:00 p.m.)
 - B. Additional rental charge of \$100/hr will be charged for early arrival or late departure excess time with a minimum of 1 hour.
3. The LICENSEE will provide the following:
 - A. LICENSEE agrees to abide by Mini Event Program Policy. Failure to do so may result in cancellation of this agreement.
 - B. Event Safety and Security.
 - C. Hold Harmless waivers as required by this contract.
 - D. Replacement cost for any damaged or unreturned GSEC equipment used by LICENSEE.
 - E. On site EMT certified individual.
 - F. Provide GSEC with 20 GA Bull Wars Tickets and 16 GA Boxing Smoker Tickets in exchange for reduced Golden Spike Arena rental.
4. LICENSEE agrees to be responsible for replacement costs of damages to the arena and its said railing, corrals, panels, and/or chutes during LICENSEE's contract time.
5. No deposit is required to execute this contract and hold the specified dates. Balances due will be paid within ten days following each invoice. A service charge of one and one-half percent (1½%) per month shall automatically accrue to all delinquent payments. In addition, the LICENSEE agrees to pay or reimburse the COUNTY for administrative, servicing, collection and other costs incurred as a result of said delinquency or collection services.
6. **The COUNTY reserves the right to cancel any date or time under this contract by notifying the LICENSEE 30 days prior to cancellation.**
7. **The LICENSEE may cancel any date under this contract by notifying the County Event Manager in writing at least 2 weeks prior to the date canceling, and pay 25% of the anticipated invoice amount for that date. If notification of cancellation is less than 2 weeks prior to the date canceling, the cancellation fee will be the full anticipated invoice amount for that date.**
8. LICENSEE shall clean up decorations, cartons and large pieces of debris from the above named space before vacating premises. If LICENSEE fails to do so, the COUNTY shall perform such clean up and LICENSEE shall pay the COUNTY for personnel and related expenses associated with said clean up.
9. The COUNTY reserves the right to provide and serve any and all food, beverage, alcohol or items related to catering. The LICENSEE understands and agrees that absolutely no outside food or beverage will be allowed at this event including outside caterers or commercially delivered food with the exception of COUNTY authorized donated foods or those foods required by LICENSEES employees, volunteers, vendors, contractors or participants due to special dietary needs. The LICENSEE understands that no one shall provide food or beverage for anyone other than themselves. The COUNTY acknowledges the LICENSEES limited ability to monitor and control individual participants and individual attendees bringing food onto the premises. However, LICENSEE acknowledges that groups or gatherings of multiple persons are to purchase food and beverage through COUNTY provided services. In the event that the LICENSEE allows groups or gatherings to bring outside food onto the facility, the COUNTY will notify the LICENSEE with notices to cease immediately such activity and remove it from the property. If such activity continues, the LICENSEE agrees that the COUNTY will apply a per incident liquidated damage fee to the final event invoice.

10. In the event that the LICENSEE chooses to; sell tickets to the contracted event, sell non-food concessions on the premises, or sell items at contracted event, LICENSEE shall comply with all required permits, licenses and sales tax requirements for the city, county, and the state.
11. LICENSEE hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the LICENSEE or arising out of LICENSEE's performance of this agreement. LICENSEE hereby agrees to indemnify and hold harmless Weber County, its officers, agents and employees, from and against any and all liability for bodily injury (including death), damage to property, personal injury, claims, losses, damages, costs, expenses (including reasonable attorney's fees), and lawsuits arising from, or alleged to arise from, activities which are subject of this agreement. Furthermore, LICENSEE shall acquire from all participants a signed Hold Harmless Waiver and retain them on file for a period of one year. (Hold Harmless Waivers can be picked up from GSEC Business Office Monday thru Friday 8:00 a.m. - 5:00 p.m.) Although GSEC is not requiring LICENSEE to acquire Commercial General Liability Insurance it is strongly suggested that LICENSEE acquire and maintain Commercial General Liability ("CGL") Insurance with contractual liability coverage to cover Licensee's obligations under the indemnification section of this Agreement in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. LICENSEE and LICENSEE's invitees, licensees, agents and employees are not covered under the COUNTY's existing policy.
12. The COUNTY will not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but not be limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.
13. WORKER'S COMPENSATION (Please initial the item that applies to your event.):
 - A. LICENSEES WITH EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE agrees to secure worker's compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-I-46)
 - B. LICENSEES WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE certifies that LICENSEE is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to worker's compensation insurance requirements. LICENSEE agrees to defend, indemnify and hold harmless the COUNTY from and against any and all workers' compensation claims.
14. LICENSEE agrees not to sublease, transfer or assign this agreement or any part thereof without prior written consent of the COUNTY. This agreement may be amended only by an instrument in writing which is signed by the parties to this agreement. This agreement shall be governed and construed by the laws of the State of Utah.
15. LICENSEE agrees to use GOLDEN SPIKE EVENT CENTER in addition to Weber County Fair Grounds in all advertising.
16. LICENSEE acknowledges that LICENSEE has received a copy of the rules and regulations governing use of the GOLDEN SPIKE EVENT CENTER and agrees that all employees, staff, volunteers, or any individual involved with the promotion or production of LICENSEE's event will be made aware of the rules and regulations and agrees in their behalf to abide by such rules and regulations. INITIALS:
17. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions of the provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
18. This agreement constitutes the entire agreement between the COUNTY and the LICENSEE and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

In witness of the agreement between them, the parties have executed this agreement at Ogden City, Weber County, Utah, on the day and year first written above.

GOLDEN SPIKE EVENT CENTER

LICENSEE


 DUNCAN OLSEN
 General Manager, GSEC

 10/23/24
 Date


 BEN GERMAN
 Broken Heart Rodeo Company, LLC

 10/23/24
 Date

WEBER COUNTY, a body, corporate and politic.

 WEBER COUNTY COMMISSION Date

Attest: RICKY HATCH Date
 CPA, Weber County Clerk / Auditor

 Approved as to form, Civil Department, County Attorney's Office
 AK ap
 DO ap