

GOLDEN SPIKE EVENT CENTER

AMMENDED INDEPENDENT CONTRACT FOR ENTERTAINMENT SERVICES

Event: HOF Germanfest 2022
Contact Person: Tony Brazelton
Address: 2533 Robidoux Rd, Sandy Utah 84093
Phone: 801-943-2480
Email: salzburgerecho@comcast.net
Event Date(s): January 21st and 22nd 2022
Time: TBD
Location: OECC

This Agreement is entered into by WEBER COUNTY, d/b/a the Golden Spike Event Center, hereinafter called "GSEC," and Salzburger Echo hereinafter called "Contractor." The purpose of this Agreement is to be an addition to the previous Agreement made between the Contractor and GSEC effective November 15th, 2021. This Amended Agreement will be effective on the date the last party signs the Agreement, as shown at the end of the Agreement.

1. All Duties and Obligations of GSEC stay the same as listed on the Agreement effective December 15th, 2021. GSEC shall provide the following in addition to the previous Agreement:
 - A. GSEC shall pay \$5000 for the entertainment and performances.
 - B. GSEC shall pay for 2 flights.
 - C. GSEC shall provide 3 rooms for 2 nights.
2. All Duties and Obligations of Contractor stay the same as listed on the Agreement effective on December 15th, 2021.
3. Contractor agrees to abide by the rules and regulations of the GSEC, including all federal, state, and local laws. If Contractor violates any terms of this Agreement, either before or during the event, GSEC may terminate this Agreement, not allow the performance and pro-rate, or make no payment. Contractor acknowledges that it has received a copy of the rules and regulations governing use of the GSEC and agrees that all employees, staff, volunteers, or any individual involved with the promotion or production of Contractor's event will be made aware of the rules and regulations and agrees on their behalf to abide by such rules and regulations.
INITIALS: MB
4. In the event Contractor defaults on its obligations to GSEC under this agreement, Contractor agrees to assume furthermore liability for any claim, injury, damages, losses and costs, whether direct, indirect, or consequential, arising out or resulting from such default. Contractor shall also indemnify and hold harmless the County and its agents and employees from and against any and all claims arising out of or resulting from Contractor's negligent or intentional acts or omissions related to this Agreement. Contractor's negligent or intentional acts or omissions shall also include negligent or intentional acts or omissions by any subcontractor, any person or organization directly or indirectly employed by Contractor or any subcontractor, or anyone for whose acts any of them may be liable. Contractor's obligation to indemnify the County is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this Agreement. Contractor will be required to indemnify the County to the fullest extent allowed by law, regardless of whether Contractor has sufficient insurance to cover this obligation.
5. For the duration of this Agreement, Contractor shall maintain at its own expense, and provide proof of said insurance to County, the following types of insurance:
 - A. Contractor shall provide Commercial General Liability ("CGL") insurance with contractual liability coverage to cover its 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. The policy shall be primary and noncontributory to any other policy(ies) or coverage available to County, whether such coverage be primary, contributing, or excess. If Contractor's CGL coverage is provided on a claims-made basis, Contractor shall maintain such policy for no less than four years after termination of this Agreement.
 - B. If Contractor will sell any product to any party other than GSEC in the performance of this Agreement, Contractor shall secure Products Liability insurance with contractual liability coverage to cover its obligations under the indemnification section of this in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall be primary and noncontributory to any other policy(ies) or coverage available to County, whether such coverage be primary, contributing, or excess. If Contractor's products liability coverage is provided on a claims-made basis, Contractor shall maintain such policy for no less than four years after termination of this Agreement.
 - C. Contractor shall provide the GSEC with a certificate(s) of insurance for each policy required under this section two weeks prior to the event.
6. Any Contractor selling items may need to acquire a temporary business license from Ogden City. No selling of any products will be allowed without prior approval from GSEC and then only during performance or within 15 minutes following the performance. Collection and/or remittance of any applicable taxes and licenses are the sole responsibility of the Contractor.
Approved by GSEC for selling Yes x No
7. Contractor agrees to respect the facilities provided by the GSEC and further agrees to assume direct responsibility for any cost of repair or replacement of any facility damaged by the negligence of the Contractor.
8. GSEC reserves the right to provide and serve any and all food, beverage, alcohol or items related to catering. Contractor 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 GSEC authorized donated foods or those foods required by Contractors employees, volunteers, vendors, contractors or participants due to special dietary needs. Contractor understands that no one shall provide food or beverage for anyone other than themselves. GSEC acknowledges the Contractor's limited ability to monitor and control individual participants and individual attendees bringing food onto the premises. However, Contractor acknowledges that groups or gatherings of multiple persons are to purchase food and beverage through GSEC provided services. In the event that the Contractor allows groups or gatherings to bring outside food onto the facility, GSEC will notify the Contractor with notices to cease immediately such activity and remove it from the property. If such activity continues, Contractor agrees that the GSEC will apply a per incident liquidated damage fee to the final event invoice in the amount of \$ _____.

9. In the performance of this Agreement, Contractor shall at all times operate as an independent contractor and not as an employee of the GSEC. All persons employed by Contractor in the performance of services hereunder shall be under the sole and exclusive direction and control of Contractor. And for no purpose shall they be considered the employees of the GSEC. Contractor shall be responsible for and shall promptly pay all federal, state, local taxes chargeable or assessed with respect to Contractor's employees, including, not by way of limitation, social security, unemployment, federal, state withholding, and other taxes.

10. WORKER'S COMPENSATION (Please initial the one applicable to your event):

 A. CONTRACTORS WITH EMPLOYEES AND/OR SUB-CONTRACTORS: Contractor agrees to secure and maintain for the entire term of this Agreement worker's compensation insurance for any employee or contractor working to produce this event (Utah Code Ann. § 34A-2-201) and provide the COUNTY with a certificate of that insurance coverage at least two weeks prior to the event. In addition, a contractor coming from outside of Utah shall obtain and provide an extraterritorial certificate and/or Utah endorsement from an authorized officer of the industrial commission or other department of the other state that certifies the contractor is insured in the other state and that any employee or subcontractor will be covered while working in Utah. Utah Code Ann. § 34A-2-406.

10/17 B. CONTRACTORS WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: Contractor certifies that it is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to worker's compensation insurance requirements. Contractor shall include a copy of its workers compensation coverage waiver from the Utah Labor Commission as part of this contract. Waiver applications are available at <https://webaccess.laborcommission.utah.gov/wccoveragewaivers/>. In any event, Contractor agrees to indemnify and hold harmless the COUNTY from and against any and all workers compensation claims.

- 11. 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 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.
- 12. Contractor agrees to comply with all local noise ordinances. Contractor will be responsible for any and all fine and/or penalties resulting from infraction of noise ordinances.
- 13. In the event of any breach of this Agreement, the party at fault shall pay all costs of enforcing the provisions of this Agreement, including costs and attorney's fees.
- 14. Due to the importance and community nature of the event, we require excellence of any Contractor. Sensitivity, proficiency, and good taste are among the requirements for excellence. The GSEC reserves the right to work with any Contractor failing to meet these requirements in order to correct the situation and, failing correction, to cancel any performance or future performance, pro-rate, or make no payment.
- 15. This Agreement shall be governed by and interpreted under the laws of the State of Utah. All disputes or litigation arising from or in connection with this Agreement shall be heard in the courts of the State of Utah, with venue in Weber County.
- 16. This Agreement contains the entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties, except by a written amendment signed by both parties.
- 17. **Contract offer will become null and void unless it is returned with all appropriate attachments to the GSEC by Friday January 14th, 2022.**
- 18. By signing, I agree that I have read and understand all information contained in this contract.

Contractor

Golden Spike Event Center

Tony A. Brazleton 1/12/22
Tony Brazleton Date

DUNCAN OLSEN 1/12/22
DUNCAN OLSEN Date
General Manager, GSEC

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
WEBER COUNTY COMMISSION

Date

ATTEST: _____
Ricky Hatch, CPA, Weber County Clerk/Auditor

Date