

GOLDEN SPIKE EVENT CENTER

LICENSE AGREEMENT

Contracted By: Winco Fireworks Utah LLC
Event: Winco Fireworks Blast Off
Contact Person: Jannette Kelly
Address: 710 Amidan Dr,
Ogden, UT 84404
Phone: (801) 732-5880
Event Date: September 21, 2024

1. THIS AGREEMENT, made on March 19, 2024, by and between WEBER COUNTY, hereinafter called the COUNTY and WINCO FIREWORKS UTAH LLC, herein after called LICENSEE.
2. The LICENSEE shall pay \$900 to the COUNTY for the following space and/or service:
 - A. Racetrack @ \$900/day for (1) day. Total: \$900
3. LICENSEE agreed to provide COUNTY fireworks valued at \$2,000 for use at the 2024 Weber County Fair, and in trade COUNTY will provide up to \$2,000 credit toward event facility and ancillary equipment charges. If a balance remains following the event, the credit can be transferred to the next event.
4. The LICENSEE will provide the following:
 - A. Event safety and security.
 - B. Insurance as required by this contract.
 - C. Replacement cost for any GSEC damaged or unreturned equipment used by LICENSEE.
 - D. LICENSEE shall comply with all required permits and licenses requirements for the city, county, and the state concerning firework displays.
5. No deposit is required to execute this contract and hold the specified dates (credit exceeds 25% deposit required). Any remaining balance due will be paid within ten days following a final invoice. A service charge of one and one-half percent (1 ½%) 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. LICENSEE agrees to end this event by 12:00 Midnight the last day of the schedule event, and further agrees to vacate the facility not later than 1:00 a.m. of the next morning. If LICENSEE vacates at a later time, LICENSEE shall pay for an additional day of rent.
7. 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.
8. 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.
9. The COUNTY reserves the right to take temporary possession and control or evacuate the premises at any time inclusive of LICENSEE's activity in the premises where it is deemed necessary for the safety of the general public or any person.
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, the LICENSEE shall 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. The policy shall be primary and noncontributory to any other policy(ies) or coverage available to Weber County, whether such coverage be primary, contributing, or excess. If LICENSEE's CGL coverage is provided on a claims-made basis, LICENSEE shall maintain such policy for no less than four years after termination of this Agreement. LICENSEE shall provide the COUNTY with a certificate of insurance, verifying coverage at least one week prior to the event.
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.):

AKA

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, 35-1-46).

 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: *JK*

17. USE OF COUNTY EQUIPMENT: In the event LICENSEE and COUNTY agree to allow LICENSEE the use of any non-heavy equipment, as determined and defined by the COUNTY (e.g. golf cart, etc.), LICENSEE shall indemnify and hold harmless COUNTY for any damage or liability to property or persons resulting from the use of such equipment. LICENSEE shall ensure that any user of COUNTY'S equipment contemplated under this paragraph shall be fully insured at LICENSEE'S expense.

18. 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.

19. 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

DOE
DUNCAN OLSEN
General Manager, GSEC

3/18/24
Date

Jannett Kelly
JANNETT KELLY
Manager, Winco Fireworks

3/18/24
Date

WEBER COUNTY, a body, corporate and politic.

WEBER COUNTY COMMISSION Date

Attest:

RICKY HATCH Date
CPA, Weber County Clerk / Auditor

AW
Approved as to form, Civil Department, County Attorney's Office
AW ap
KN ap