



GOLDEN SPIKE EVENT CENTER

LICENSE AGREEMENT

Contracted By: Weber School District
Event: WSD MESA Day
Contact Person: Maggie Huddleston
Address: 5320 Adams Ave
Ogden, UT 84405
Phone: (801) 476-7883
Event Date: May 11, 2022

1. THIS AGREEMENT, made on March 15, 2022, by and between WEBER COUNTY, hereinafter called the COUNTY and WEBER SCHOOL DISTRICT, herein after called LICENSEE.
2. The LICENSEE shall pay as described below to the COUNTY for the following space and/or service:
 - A. Exhibit Hall @ \$65.00/hr. Exact hours and totals will be on final invoice.
 - B. Tables @ \$5.00/table/day LICENSEE will set-up/tear down. NO CHARGE FOR THIS EVENT.
 - C. Chairs @ \$1.50/chair/day LICENSEE will set-up/tear down. NO CHARGE FOR THIS EVENT.
 - D. Cordless Mic \$50.00/mic/event
3. Additional services or equipment can be purchased at current established rates.
 - A. Catering Services at established rates.
 - B. MiFi Hotspot @ \$20.00/day
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.
5. No deposit is required to execute this contract and hold the specified dates. Any remaining balance due will be paid within ten days following a final invoice. A signed contract must be returned by March 30, 2022 to execute this contract.
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 no 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. If the LICENSEE is a school district the COUNTY will allow the LICENSEE to bring food prepared in a school kitchen from the district in which they belong to. In all other occurrences, the COUNTY reserves the right to provide and serve any and all food, beverage, alcohol or items related to catering. WSD SACK LUNCHES will be brought
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.

