

AGREEMENT
between
WEBER COUNTY
and
MTN OPS, LLC
for sponsorship at the Weber County Archery Park

THIS AGREEMENT (“Agreement”) is between **WEBER COUNTY**, a body corporate and politic of the State of Utah (“County”) and **MTN OPS, LLC** (“Sponsor”) located at 251 S Mountain Rd. Suite 3, Fruit Heights, UT 84037. County and Sponsor may be referred to jointly as the “parties.”

RECITALS

WHEREAS, County owns and operates a public archery park known as the Weber County Archery Park (“Archery Park”); and

WHEREAS, Sponsor and County have determined it would be mutually beneficial to allow Sponsor to be a corporate sponsor of the Archery Park; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. SCOPE OF SPONSORSHIP

Sponsor will be allowed to place within the Archery Park’s classroom and range facing classroom windows any of Sponsor’s branded non-permanent signs and/or graphics. Sponsor is responsible to seek approval from the Archery Park manager for any and all signs and/or graphics prior to the installation or placement of any signs and/or graphics within the Archery Park. Sponsor agrees that approval of any such signs and graphics is subject to the discretion of the Archery Park manager.

Sponsor shall provide \$1,500.00 in cash to the County within 30 days of the effective date of this Agreement and annually thereafter for the duration of this Agreement.

Sponsor shall provide \$1,500.00 in merchandise to the County within 30 days of the effective date of this Agreement and annually thereafter for the duration of this Agreement.

2. EFFECTIVE DATE/TERM

This Agreement shall be effective as of the 1st day of August 2022 and will continue for a period of 3 years following the effective date (“Term”). County reserves the right to review this Agreement on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of this Agreement.

3. TERMINATION

- a. Termination for Default. County may terminate this Agreement for an “Event of Default as defined, upon written notice from County to Sponsor.
- b. Termination by Sponsor for Default. Sponsor may terminate this Agreement for an Event of Default upon written notice from Sponsor to County.
- c. Event of Default. As used in this Agreement, the term “Event of Default” means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.
- d. Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Sponsor or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.
- e. No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
- f. Termination for Convenience. County and Sponsor reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever either party determines, in its sole discretion that it is in their interest to do so. If either party elects to exercise this right, the terminating party shall provide written notice to other party at least 30 (thirty) days prior to the date of termination for convenience. Either party’s termination hereunder will not be deemed a termination for default nor will it entitle the other party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

4. AGENT

No agent, employee or servant of Sponsor or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Sponsor and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Sponsor and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

5. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

6. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Sponsor of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Sponsor is responsible, at its sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

7. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

8. NON-FUNDING

If Sponsor's performance or County's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the Weber County Commission, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to County or Sponsor of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County or Sponsor, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

9. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

10. STANDARD OF PERFORMANCE/PROFESSIONALISM

Sponsor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Sponsor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Sponsor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County.

11. INDEMNIFICATION

Sponsor agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Sponsor, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, Sponsor's breach of this Agreement or any acts or omissions of or by Sponsor, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Sponsor agrees that its duty to indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County.

12. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

13. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Sponsor or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Sponsor's operations, or authorizes funding or payments to Sponsor.

14. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are

not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

15. ENTIRE AGREEMENT

County and Sponsor acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Sponsor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

31. INTERPRETATION

County and Sponsor agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[signature page to follow]

In witness whereof, the Parties execute this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott Jenkins, Chair

Commissioner Froerer voted ____

Commissioner Harvey voted ____

Commissioner Jenkins voted ____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor

SPONSOR

By: Cheryl Nountsof

Title: OFFICE MANAGER

Date: 12/5/22