



# GOLDEN SPIKE EVENT CENTER

## EQUIPMENT RENTAL and/or USAGE AGREEMENT

Contracted By: Weber County Farm Bureau  
Equipment: Livestock Panels  
Contact Person: Kayla Wayment  
Address: 1782 N 5900 W  
Ogden, UT 84404  
Phone: 801-458-5808  
Use Dates: April 2, 2022  
Pick-up Date: April 1, 2022  
Return Date: April 2, 2022


1. THIS AGREEMENT, made on March 23, 2022 by and between WEBER COUNTY, hereinafter called the COUNTY and Weber County Farm Bureau, herein after called LICENSEE.
2. The LICENSEE shall pay to the COUNTY for the following equipment and / or service:
  - A. 22- Priefert Livestock Panels @ NO COST/unit/day. TOTAL: \$0.00
3. The LICENSEE agrees to pay additional fees as follows:
  - A. Call-in Fee, \$50.00/hour
4. The LICENSEE will provide and or be responsible for the following:
  - A. Physical and financial responsibility for this equipment and or any damage caused by this equipment.
  - B. LICENSEE agrees to repair or replace any and/or all damaged equipment. Replacement cost is invoiced cost, plus 10%. A charge of \$5 for the short panel pins and \$10 for long panel pins not returned will be billed to LICENSEE.
  - C. LICENSEE agrees to pick up and then return this equipment at conclusion of event intended for use, and to coordinate this return with GSEC staff. If LICENSEE fails to return equipment on or before the date listed above LICENSEE will be charged the equipment rental fee daily until equipment is returned.
5. The LICENSEE is not required to pay a deposit to execute this contract and hold the specified equipment. The balance due will be paid within ten days following a final invoice.
6. The LICENSEE shall clean up decorations, cartons, and large pieces of debris from the above named equipment before returning equipment to GSEC. If LICENSEE fails to do so, the COUNTY shall perform such clean up and LICENSEE shall pay COUNTY for personnel and related expenses associated with said clean up.
7. The LICENSEE hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the equipment used by the LICENSEE or arising out of LICENSEE's performance of this agreement. LICENSEE hereby agrees to indemnify, defend and save harmless Weber County, its officers, agents and employees, from and against any and all claims resulting from all use of equipment by the LICENSEE, the LICENSEE's invitees, licensees, agents and employees. Furthermore, the LICENSEE shall maintain adequate insurance for use of this equipment.
8. 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 limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war acts, act of God, or any other cause similar or the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.
9. The 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.
10. 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.


11. 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  
Date 3/30/22

  
KAYLA WAYMENT  
President, Weber County Farm Bureau  
Date 3/28/22

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  
AW ap  
DO ap