



WEBER COUNTY FAIR AGREEMENT FOR EMPLOYMENT OF INDEPENDENT CONTRACTOR

Contracted By: Dryvebox Utah
Event: Weber County Fair
Contact Person: Anthony Thaxton
Address: 2047 East Kramer Dr.
Sandy, UT 84092
Phone: (801) 573-1551
Email: anthony.thaxton@dryvebox.com
Event Dates: August 9 – 11, 2023
Setup Dates: August 7 - 8, 2023

1. This agreement, made August 3, 2023, made between WEBER COUNTY CORP, hereinafter referred to as COUNTY and DRYVEBOX UTAH, hereinafter referred to as CONTRACTOR.
2. This agreement covers the term of the Weber County Fair on the above dates.
3. Duties and Obligations of the COUNTY:
 - A. Provide adequate space for exhibit (minimum of 40'x14').
 - B. Provide (3) entrance passes for staff.
 - C. Provide (2) parking passes for staff.
 - D. Provide a 120v outlet for power.
 - E. Pay CONTRACTOR \$4,000, payable on the last day of the fair.
4. Duties and Obligations of CONTRACTOR:
 - A. Provide Dryvebox Utah trailer, personnel to operate, and anything else critical to the operation of the exhibit/attraction. Exhibit will be free to all fairgoers.
 - B. CONTRACTOR must have attraction maned from 11 am – 11 pm all three days of the fair. INITIAL: AT
5. CONTRACTOR agrees to abide by the rules and regulations of the FAIR, including all federal, state, and local laws. If CONTRACTOR violates any terms of this agreement, either before or during the event, FAIR may terminate this agreement, not allow the performance, pro-rate, or make no payment. CONTRACTOR acknowledges that CONTRACTOR 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 CONTRACTOR's event will be made aware of the rules and regulations and agrees in their behalf to abide by such rules and regulations.
INITIAL: AT
6. In the event the CONTRACTOR defaults on its obligations to the COUNTY under this agreement, CONTRACTOR agrees to assume liability for any claim, injury, damages, losses and costs, whether direct, indirect, or consequential, arising out or resulting from such default. Furthermore, 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. 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.
7. For the duration of this agreement, CONTRACTOR shall maintain at its own expense, and provide proof of said insurance to the 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 COUNTY 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 product 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 COUNTY with a certificate(s) of insurance for each policy required under this section two weeks prior to the event.
8. CONTRACTOR agrees to respect the facilities provided by the FAIR and further agrees to assume direct responsibility for any cost of repair or replacement of any facility damaged by the negligence of the CONTRACTOR.
9. The COUNTY reserves the right to provide and serve any and all food, beverage, alcohol, or items related to catering. The 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 COUNTY authorized donated foods or those foods required by CONTRACTORS employees, volunteers, vendors, contractors, or participants due to special dietary needs. The CONTRACTOR understands that no one shall provide food or beverage for anyone other than themselves. The COUNTY acknowledges the CONTRACTORS 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 COUNTY provided services. In the event that the CONTRACTOR allows groups or gatherings to bring outside food onto the facility, the COUNTY will notify the CONTRACTOR with notices to cease such activity immediately and remove it from the property. If such activity continues, the CONTRACTOR agrees that the COUNTY will apply a per incident liquidated damage fee to the final event invoice.
10. In the performance of this agreement, the CONTRACTOR shall at all times operate as an independent contractor and not as an employee of the COUNTY. All persons employed by the 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 COUNTY. CONTRACTOR shall be responsible for and shall promptly pay all federal, state, and municipal taxes chargeable or assessed with respect to CONTRACTOR'S employees, including, not by way of limitation, social security, unemployment, federal and state withholding, and other taxes.
11. **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.
- A 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.
12. The rights and obligations of CONTRACTOR hereunder shall not be assigned to a third party without prior consent in writing from the FAIR. Otherwise, this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
13. 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 FAIR 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.
14. 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.
15. This agreement contains the entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties.

16. The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision, and the remainder of the Agreement will remain in full force and effect, unless the invalidation of the term materially alters this Agreement. If the invalidation of the term materially alters the Agreement, then the parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the parties.

17. By signing, I agree that I have read and understand all information contained in this contract.

WEBER COUNTY FAIR

CONTRACTOR

Ashton Wilson 8/4/23
ASHTON WILSON Date
Manager of Events, GSEC

Anthony Thaxton 8/3/23
ANTHONY THAXTON Date
Dryvebox Utah

WEBER COUNTY, a body, corporate and politic.

WEBER COUNTY COMMISSION Date

Attest: _____ Date
RICKY HATCH
CPA, Weber County Clerk/Auditor

