



GOLDEN SPIKE EVENT CENTER

HOURLY RIDING AGREEMENT

Contracted By: Weber State University – Campus Recreation
Contact Person: Brad Hodson, Morgan Fradley
Address: 3992 Central Campus Dr. – Dept. 3503
Ogden, UT 84408-3503
Phone: (801) 589-9790, (801) 626-6476
Email: bhodson01@hotmail.com, morganfradley@weber.edu
Event Dates: **Riding Arena, 6:30 – 9:30 pm**
January 30, 2023
February 13, 2023
March 27, 2023
Golden Spike Arena, 6:30 – 9:30 pm
January 9, 23 2023
February 6, 2023
March 20, 2023

1. THIS AGREEMENT, made on October 10, 2022 by and between WEBER COUNTY, hereinafter called the COUNTY and WEBER STATE UNIVERSITY, herein after called LICENSEE.
2. The LICENSEE shall pay the COUNTY the following hourly rental fees:
 - A. LICENSEE agrees to clean 315 stalls in exchange for riding time, valued @ \$1,365. Cleaning will take place following the Intermountain Icebreaker Rodeo, March 1 – 4, 2023. Cleaning date TBD with GSEC event staff and WSU representative.
3. The LICENSEE will provide the following:
 - A. Hold Harmless Waiver as required by this contract.
 - B. Replacement cost for any GSEC damaged or unreturned equipment used by LICENSEE.
4. No deposit is required to secure these dates. This contract is considered to be an hourly event agreement and the date(s) will not be secured. The date(s) as described above can, and will, be bumped should a non-hourly event book the same date.
5. LICENSEE agrees to end this event and vacate the facility by the dates and times described above. If LICENSEE vacates at a later time, LICENSEE shall pay for any additional time used and may forfeit remainder of contracted dates.
6. LICENSEE shall clean up barrels, garbage, and large pieces of animal waste from the above named space before vacating premises. LICENSEE is also required to shut all doors and gates before vacating the 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 and/or lose their preferred status.
7. 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 notice 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.
8. 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.
9. LICENSEE hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the LICENSEE and 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; subject to the following: It is understood and agreed that Licensee University is a governmental entity under the Governmental Immunity Act of Utah, Utah

Code Ann., Section 63 G-7-101 et sec., as amended (the "Act"). Nothing in this Agreement shall be construed as a waiver by Weber State University of any protections, rights, or defenses applicable to Weber State University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of Weber State University to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any

provisions to the contrary in this Agreement, any obligations of Weber State University to indemnify, hold or save harmless, and/or defend contained in this Agreement are subject to the Act, are limited only to claims that arise from the negligent acts or omissions of Weber State University, and the total amount of any such obligations, including of attorney fees, are limited to the amounts established in Section 63 G-7-604 of the Act. Furthermore, the LICENSEE shall maintain Commercial General Liability ("CGL") insurance or self-insure 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 an event.

10. 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.
11. 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.
12. LICENSEE acknowledges that LICENSEE has received a copy of the rules and regulations governing use of the Golden Spike Event Center and the Private Hourly Riding Rules 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 on their behalf to abide by such rules and regulations.

INITIAL HERE: JH

13. 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.
14. 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

1202
DUNCAN OLSEN

11/8/22
Date

[Signature]

Nov 7, 2022

General Manager, GSEC

WEBER STATE UNIVERSITY

Date

Jeff Hurst

Dean of Students/AVP Student Affairs

WEBER COUNTY, a body, corporate, and politic.

WEBER COUNTY COMMISSION

Date

Attest:

RICKY HATCH

Date

General Manager, GSEC

CPA, Weber County Clerk/Auditor

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

AW ap
DO ap

Signature: Dianna Aabel, Ph.D.

Email: diannaabel@weber.edu