

**Venue Use Agreement**

**Between**

**Weber County**

**and**

**Salt Lake City – Utah Committee for the Games**

**July \_\_\_\_, 2022**

## VENUE USE AGREEMENT

THIS VENUE USE AGREEMENT (the “*Agreement*”) is entered into as of \_\_\_\_ day of \_\_\_\_\_, 2022, between WEBER COUNTY, a corporate and body politic of the State of Utah (the “*County*”), and the SALT LAKE CITY – UTAH COMMITTEE FOR THE GAMES, a Utah nonprofit corporation (the “*Committee*”).

### Recitals

**A.** The County and the Committee (collectively, the “Parties”) agree and acknowledge that this Agreement will be used if Utah – Salt Lake City is awarded either the Olympic & Paralympic Winter Games of 2030 or the Olympic & Paralympic Winter Games of 2034 (the “*Games*”). The Parties also agree that they will amend or modify this Agreement to accommodate and effectuate the uses for the Weber County Sports Ice Rink (the “*Venue*”) contemplated by this Agreement depending on whether the Olympic & Paralympic Winter Games are awarded for 2030 or 2034.

**B.** The Committee is authorized to enter into this Agreement as a venue for curling competition during the Olympic & Paralympic Games.

**C.** The County is willing to grant use of the Venue to the Committee, upon the terms and subject to the conditions set forth in this Agreement.

**D.** The County and the Committee are committed to working with community partners to create a future Games that strives for diversity, equity, inclusion, and access to all; seek to deliver a net-zero waste and a climate-positive Games, and will jointly collaborate on efforts to have the Games be a catalyst for achieving major community initiatives.

### Agreement

In consideration of the recitals listed above, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

**1. *Description of the Venue.*** The Venue, as defined herein, shall contain an ice sheet measuring, not less than 30 meters by 60 meters that is suitable for playing Olympic and Paralympic Curling, permanent seats with clear views of the entire ice sheet, permanent dressings rooms, and space for temporary structures and cars in adjacent parking lots as shown in Exhibit A “Venue Site Plan.” The term “Venue” shall also include all such facilities, equipment, parking, and associated properties, including without limitation, all data lines and other utilities associated therewith. In addition, the entire Venue will conform to the accessibility and other requirements of The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*) and other federal and state government accessibility standards in place at the time of the Games.

**2. Maintenance of the Venue.** The County shall maintain the Venue, consistent with the industry standard for a Venue of this size and use, and all associated facilities, properties, and equipment in clean, orderly, and first-class condition through the end of the Use Periods specified below.

**3. Use of the Venue.** The County hereby grants to the Committee the right to exclusive use of the Venue and all its facilities, equipment, and associated real property, including, without limitation, (a) all seating and viewing areas, (b) all concession areas, (c) all public address systems, scoring equipment, ice surfacing (zamboni) equipment, scoreboards, video display systems, and indoor and outdoor marquees, (d) all advertising opportunities in, on, and about the Venue, and (e) all associated parking areas and facilities (whether owned, controlled, or operated by the County or its licensees), upon the terms, for the time periods, and subject to the conditions set forth in this Agreement. The Committee recognizes that a portion of the Venue referred to as the “Field House” is currently leased by County to Weber State University. This portion of the Venue will be available to the Committee subject to the resolution or temporary suspension of the lease under the terms of any applicable lease agreement between the County and Weber State University.

**4. Use Periods.** Subject to the terms and conditions of this Agreement, the County shall make the Venue available for Exclusive use by the Committee and its licensees during, the following periods (together, the “Use Periods”):

**4.1. Exclusive Use Periods** - From January 28, 2030, through and including February 28, 2030 (the “*Olympic Winter Games Period*”); and from March 1, 2030, through and including March 22, 2030 (the “*Paralympic Winter Games Period*”).

**or (at the election of the Committee)**

**Exclusive Use Periods** - From January 30, 2034, through and including February 28, 2034 (the “*Olympic Winter Games Period*”); and from March 1, 2034, through and including March 24, 2034 (the “*Paralympic Winter Games Period*”).

**4.2. Nonexclusive Use Periods.** The County hereby grants to the Committee access beyond the Exclusive Use periods, a nonexclusive right to have access to and to conduct activities and do work in the Venue Use areas starting May 1, 2029 through May 31, 2030 (for a 2030 Games) or May 1, 2033 through May 31, 2034 (for a 2034 Games) for the purpose of installing Games period facilities, supplementing the Use Areas and preparing for and disassembling from the Games. The Committee shall coordinate its activities in the Use Areas during the Nonexclusive Use Periods so that such activities do not unreasonably interfere with the County’s normal activities and operations. Staging compounds to assist with the “load in” and “load out” are agreed to be detailed through an amendment at a later date closer to the Games period, however shall not be subject to an increased use fee. Coordination between the Committee’s Event General Manager and The County’s General Manager will determine the size, timeframes, and details of these staging areas.

**4.3. Test Events** – It is commonplace for a proposed Games venue to host a minimum of one test event prior to the Games year. This allows the International Sport

Federations, athletes, and Utah’s eventual Organizing Committee (OCOG) to familiarize themselves with the Games venue and address any items that need attention prior to the actual Games year. The County agrees to support the OCOG in hosting a minimum of one test event for which the base agreement fee covers any Use compensation to be paid to the County, and follows the “Services” reimbursement process as outlined in Section 8.

**5. Permitted Uses.** The Committee may use the Venue, and may authorize or license others to use the Venue, during the Use Periods for curling competitions, practice sessions for athletes, the moving in and out and the construction, erection, and staging of decorations, security equipment and systems, lighting, sound systems, television and other broadcast equipment, scoring, video display and other equipment, fixtures, and facilities necessary or appropriate for the staging and broadcast of such events and competitions, and related purposes. The Committee and its licensees may use parking areas for compound space, staging areas, temporary buildings, tents, etc., in addition to or in lieu of the parking of vehicles.

**6. Access to the Venue.** The County acknowledges that the Committee and its agents, contractors, licensees, and invitees may need access to the Venue prior to the Games Period and the Paralympics Period to inspect the Venue and to design and install utilities, equipment, and fixtures necessary to host and broadcast the Games. The County will grant the Committee and its licensees access to the Venue upon reasonable notice, and will cooperate with the Committee and its licensees to permit such inspections, planning, design, and installation work to occur on a timely basis.

**7. Use Fee**

**7.1. Amount of Use Fee for 2030.** Subject to the terms and conditions of this Agreement, on April 30, 2030, the Committee shall pay to the County \$750,000, as consideration for use of the Venue and the services to be provided hereunder (the “Use Fee”). The amount shall be reduced by any in kind contributions provided for in paragraph 7.3.

**7.2. Amount of Base Use Fee for 2034.** Subject to the terms and conditions of this Agreement, on April 30, 2034, the Committee shall pay to the County \$750,000 plus the actual inflationary increment of the US CPI index change from January 1 2030 through December 31, 2033, as consideration for use of the Venue and the services to be provided hereunder (the “Use Fee”). The amount shall be reduced by any in kind contributions provided for in paragraph 7.3.

**7.3. In Kind Contribution.** The Organizing Committee and the County may agree to an in kind contribution by one of the Committee’s sponsors; provided that the in kind contribution shall be valued at an amount determined by the Committee, the County, and the sponsor in good faith. The County shall cooperate with the Committee in good faith to identify opportunities of in kind contributions.

**7.4. Contribution of goods or services.** The Committee and the County may agree to reductions in the Use Fee through contributions of goods or services (such as improvements, repairs, etc.) provided by the Committee. These goods or services shall be valued at an amount to be determined by the Committee and the County in good faith.

## **8. Venue Owner Provided Services and Venue Specific Conditions.**

**8.1. Services Provided by the County at No Additional Charge.** The County shall, during the Use Periods, furnish, without cost to the Committee or its agents, contractors, licensees or guests, normal heat and air conditioning, power, UPS, and generators, lighting and building control systems, international ice surface (including use of ice resurfacing (Zamboni) equipment), restroom facilities, janitorial services, normal police services, assistance with marketing partner rights protection and anti-ambush activities, and utilities (including electrical power). Use of all technological equipment serving the Venue, including, but not limited to, all existing public scoreboards, video boards, public address systems, WiFi equipment, access control and security surveillance systems, , rigging, cabling conduits, fiber optic cabling, data cables, cable routes, and active control equipment and spaces and use of all then-existing Venue systems and equipment necessary and appropriate to operate the Venue and to stage and host the contemplated events at the Venue but excluding any computer systems and other equipment necessary for the ordinary operation of the Venue and its business.

**8.2. Utilization of Venue Personnel.** The Committee and County desire to utilize the existing staff of the Venue during Use periods. The Committee and eventual Organizing Committee will coordinate with the County on the specific Test Event and Games periods roles of the existing full-time and part-time staff. The Committee's payment for such use of personnel associated with running the Venue are included in the Use Fee. These staff shall at all times be considered employees of the County and the Committee shall not be obligated to make direct payments to such personnel or be obligated to withhold or make payments, in their behalf, to any government agencies. These personnel costs shall mean those costs normally associated with payments to or on behalf of personnel that are actually paid during the Use Periods, including regular wages, overtime wages, FICA, unemployment insurance, workers' compensation insurance, disability insurance, Medicare, and the prorated cost of benefits, such as health insurance and retirement. Exhibit B "County Staff Involved in Events" will itemize the job titles determined to be included in Test Events and Games period roles, subject to adjustment by mutual agreement between the Committee's Event General Manager and County's General Manager.

### **8.3. Venue Specific Conditions**

**a. Existing Facility Equipment not used in Use Periods –** The County agrees to relocate and store at their cost any existing facility equipment that is not used for the Games and would hinder the Committee's utilization of the Use area. The Committee and County's representatives will work amicably to determine if items need to be relocated or stored on-site.

**b. Turf Fields and Surfaces –** The Committee agrees to ensure turf fields and sensitive surfaces are not harmed or changed in a negative way that diminishes their usable and aesthetic appearance following the placement of temporary facilities on top of them. The Committee will instruct vendors to use precautions and measures that protects these surfaces. The County and Committee will jointly determine if any harm or corrective measures are needed in a post Exclusive Use Period walkthrough.

**c. Venue Parking –** It is recognized by the Parties that the parking areas supporting use of the Venue are owned by Weber State University and that a separate agreement for their use

will be done between the Committee and Weber State University. The County agrees to assist the Committee in those discussions.

**8.4. Right to Supplement Facilities.** The Committee shall have the right during the Use Periods, at its cost and expense and using personnel, contractors, and vendors of its choosing, to (a) supplement lighting in the Venue, (b) construct or erect decorations, camera platforms, sets, scoreboards, scoring and judging areas and displays, video displays, staging areas, interview areas, and other equipment, fixtures, and facilities necessary or appropriate for the staging of permitted events during the Use Periods, and (c) install security systems, electrical power (including utility power, technical power, backup power, uninterrupted power, redundant mains, and redundant emergency generators), and telephone, facsimile, and other telecommunications and utility services.

**9. Signage.** The County acknowledges that the IOC's Charter and rules and the Host County Contract require that all commercial signage and displays of every kind at Games venues be removed or covered during the Games. The County shall cooperate, and shall cause the Venue manager and all other contractors, agents, and licensees to cooperate, with the Committee in complying with the Charter, such regulations, and the Host City Contract, and shall permit the Committee to remove or cover all such signage and displays in, on, or about the Venue (including without limitation, on the outside of the Venue building, on all seating, on all equipment, in all parking and concession areas, and in or on the ice surface in the Venue) during the Use Periods.

**10. Tickets and Hospitality.**

**10.1. Sale of Tickets and Hospitality.** The Committee shall have the exclusive right to market, sell, and otherwise distribute (directly or through authorized agents or licensees) tickets and hospitality services to all events (including competitions and practices) organized or staged by the Committee during the Use Periods, and shall be entitled to all proceeds therefrom. Without limiting the foregoing, the Committee shall have the right during the Use Period to exclusive use of, and to sell tickets for use of all areas in the Venue.

**10.2. No Ticket, Parking, or Similar Taxes.** The County shall not impose or charge any tax or fee on (a) tickets marketed and sold by the Committee (directly or through authorized agents or licensees) to events organized or staged in the Venue by the Committee during the Use Periods, or (b) the parking of cars by patrons or others using the Venue parking facilities in connection with such events and permitted uses.

**11. Concessions.**

**11.1. Exclusive Right to Sell Food and Beverage.** The Committee shall (a) have the exclusive right to specify the food and beverage that may be sold in the Venue during the Use Periods, (b) have the exclusive right to sell, or to grant the right to sell, food and beverages in and about the Venue during the Use Periods, and (c) be entitled to retain all proceeds therefrom. The Committee shall not be obligated to use any catering services licensed by, or any food or beverage specified or licensed by, the County or any Venue manager.

**11.2. Operation of Food and Beverage Concession Areas.** The County shall, and shall cause any Venue manager to, make all concession stands, areas, and facilities, including

associated food preparation and dispensing areas and equipment, available to the Committee for the Committee's and its licensees' exclusive use during the Use Periods.

**11.3. *Souvenir Sales.*** The Committee shall have the exclusive right to sell souvenirs, novelties, and merchandise of all kinds (including, without limitation, film, apparel, publications, and similar items) at the Venue during the Use Periods.

**11.4. *Photography and Broadcast Rights.*** The Committee shall have the exclusive right to arrange, conduct, or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities upon, in, and about the Venue during the Use Periods. The Committee shall control and own all intellectual property rights to all audio-visual productions, sound recordings and broadcasts generated during the Use Periods, including digital, radio and all terrestrial, satellite, cable, pay television, pay per view, video on demand, near video on demand or subscription video on demand rights on either digital or analog television and all streaming, hyperlink or text rights on either the Internet or through mobile telephony) and the exclusive rights to sub-license any such audio-visual productions, sound recordings and broadcasting rights to any third party.

**11.5. *Venue imagery.*** The Venue grants the rights to the Committee to make audio or audio-visual recordings of the Venue and its facilities during the Use Periods and may depict the Venue or Facility in broadcasts and in all other materials and media, including in electronic games. The Committee and its authorized third parties shall have access to use the Venue's facility design assets (architectural plans, CAD drawings, 3D models, photographs (including without limitation 3D photographs and aerial shots, footage, plans of lighting and camera positions, broadcasting platforms, press boxes, medal podiums and scoreboards, seating bowls and field of play designs), etc.

**11.6. *Sponsorships.*** The Committee and the IOC shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the events staged or conducted by the Committee in the Venue, including, without limitation, the Games, the Paralympic Games, and test event(s) leading up to the Games

**a. *TOP & Games Sponsors/Partners*** - The Olympic Partners (TOP) programme is the highest level of Olympic sponsorship, granting category-exclusive marketing rights to the Summer, Winter and Youth Olympic Games to a select group of global partners. The Organizing Committee of the Olympic Games ("OCOG") will also have categories of partnerships. Without limiting the foregoing, the Venue Owner specifically acknowledges that it will utilize products and services during the Use periods of the Games of the above stated Sponsors/Partners.

**12. *Security.*** The County acknowledges and agrees that the Committee's security program will limit access to the Venue during the Use Periods to persons holding authorized credential documents issued by the Committee. The County shall cooperate, and cause the General Manager, their agents, and licensees and their agents and licensees' respective employees to cooperate with the Committee in connection with such security program and to comply with all security measures in operation. Permitted access will be based on a background search of each individual and any other reasonable security-related procedures required for any type of accreditation or credential documents. The Committee has the right during the Use Periods to deny

access to or exclude or eject from the Venue and its facilities any person who fails to meet the criteria it establishes or fails to comply with all security, accreditation and confidentiality procedures, policies and requirements. The Committee may employ lawful security measures during the Use Periods, including conducting searches of spectators, employees, contractors and invitees entering the Venue for illegal objects or prohibited and conducting searches of any person, vehicle, package, container or equipment entering the Venue. The County also acknowledges that its personnel entering during Use Periods may be recorded on CCTV systems in operation at any time.

### **13. Indemnifications**

**13.1. The Committee's Indemnity.** The Committee shall jointly and severally indemnify, save, and hold harmless the County and the County's directors, officers, agents, shareholders, and employees from and against any and all costs, losses, liabilities, damages, lawsuits, claims, and expenses arising out of third-party claims, including, without limitation, court costs, reasonable attorneys' fees and disbursements, and all amounts paid in investigation, defense, or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from (a) a material breach of any of the Committee's obligations under this Agreement, (b) any act, omission, negligence, fault, or violation of law or ordinance by the Organizing Committee, or its trustees, officers, employees, or agents, other than actions which it or they are entitled to take under this Agreement, or (c) the enforcement of this indemnification obligation. The Committee's indemnification obligations under this paragraph 13.1 shall survive the termination of this Agreement.

**13.2. The County's Indemnity.** Subject to paragraph 13.3, the County shall, indemnify, save, and hold harmless the Committee and its trustees, officers, agents, and employees from and against any and all costs, losses, liabilities, damages, lawsuits, claims, and expenses arising out of third-party claims, including, without limitation, court costs, reasonable attorneys' fees and disbursements, and all amounts paid in investigation, defense, or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from (a) a material breach of any of the County's obligations under this Agreement, (b) any act, omission, negligence, fault, or violation of law or ordinance by the County or their directors, officers, employees, or agents, other than actions which it or they are entitled to take under this Agreement, or (c) the enforcement of this indemnification obligation. The County's indemnification obligations under this paragraph 13.2 shall survive the termination of this Agreement.

**13.3.** 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 the 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.

**14. Insurance.** Both the Committee and the County shall, or the County shall cause any Venue manager to, obtain and maintain in force throughout the Use Period the following insurance:

- a.** Workers compensation insurance as required by law,



**b.** Employer’s liability insurance with limits of not less than Five Million Dollars (\$5,000,000) each occurrence, and

**c.** Comprehensive general liability insurance with limits of not less than Five Million Dollars (\$5,000,000) each occurrence combined single limit for bodily injury and property damage, including coverage for personal injury.

**d.** County is a participant in the Utah Counties Indemnity Pool (“UCIP”). Any changes in County’s insurance through UCIP will take precedence for purposes of County’s insurance requirements over the provisions in 14(b) and 14(c) and County’s insurance limits may change or become greater than or less than the limits provided under this Agreement.

**15. Termination.** The Committee shall have the right, in its discretion, to terminate this Agreement and all of its obligations without penalty or liability hereunder (including, without limitation, the obligation to pay Rent) if any of the following occur: (1) a force majeure event as defined herein; (2) the IOC does not award or withdraws the Committee’s right to host the Olympic Winter Games; (3) for any reason until September 30 immediately prior to the year the Games will be held without penalty. Such termination shall be provided by written notice to the County and will be immediately effective.

**16. Non-Funding.** County's performance under this Agreement depends upon the appropriation of Weber County Ice Rink funds by both the Utah Legislature (\$6 million) and local funding (\$4 million) and if either source fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party of this agreement 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 Contractor of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County or Contractor, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

**17. Force Majeure.** The following are defined as force majeure events: acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism or political violence within the United States; sabotage; strikes; epidemics; pandemics or other public health emergencies; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation, or any other event that makes economically unfeasible to use the Venue as set forth in this Agreement.

**18. No License to Olympic-Related or Organizing Committee Marks.**

**18.1. Olympic Related Marks and Terminology.** No license or right to the use of any of the Olympic symbols, emblems, marks, or terminology, including, without limitation, (a) the words “Olympic” or “Olympiad,” and (b) the symbol of the IOC consisting of five interlocking rings, is granted to the County by this Agreement. The County explicitly recognizes

and acknowledges that the use of Olympic-related symbols, emblems, marks, and terminology is restricted by Title 36 U.S. Code Section 180, and may be used only with the prior written permission of the US Olympic & Paralympic Committee.

**18.2. *Committee's Marks and Other Intellectual Property.*** No license or right to any present or future trademarks, service marks, copyrighted works, or other intellectual property of the Committee is granted to the County by this Agreement. The County explicitly recognizes and acknowledges that the use of the Committee's marks, logos, trademarks, service marks, copyrighted material, and other intellectual property (including any logo, sport pictograms, and mascot) is protected by state and federal trademark, copyright, and other laws, and may be used only with the prior written permission of the Committee.

**19. *Representations and Warranties.***

**19.1. *Representations and Warranties of the Committee.*** The Committee hereby represents, warrants, and shall provide a certification, if needed, for the purpose of obtaining 501(c)(3) financing, that (a) the Committee is a qualified 501(c)(3) corporation duly organized, validly existing, and in good standing under the laws of the State of Utah, (b) the Committee has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by the Committee and the performance by the Committee of its obligations hereunder have been duly authorized by all necessary corporate action, (d) this Agreement has been duly executed and delivered by the Committee and is a valid and binding obligation of the Committee, enforceable against the Committee in accordance with its terms, and (e) all proceeds derived from the use of the Venue by the Committee shall be used only in furtherance of its 501(c)(3) activities.

**19.2. *Successor Entities.*** The County and Committee acknowledge that the Committee may assign its rights and obligations under this Agreement to a successor entity, if necessary, and that the Committee will ensure that all of the representations and warranties set forth in Paragraph 18.1 apply to any such successor entity.

**19.3. *Representations and Warranties of the County.*** The County hereby represents and warrants to the Committee that (a) the County is a corporate and body politic duly organized, validly existing, and in good standing under the laws of the State of Utah, (b) the County has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by the County and the performance by the County of its obligations hereunder have been duly authorized by all necessary action, and (d) this Agreement has been duly executed and delivered by the County and is a valid and binding obligation of the County, enforceable against the County in accordance with its terms.

**20. *Covenant Not to Sue Unrelated Parties.*** The County acknowledges that none of Salt Lake County, the State of Utah, the USOC, the IOC, or any director, officer, employee, agent, or volunteer of the foregoing entities or of the Committee (an "*Unrelated Party*") shall incur any financial responsibility or liability in connection with this Agreement or any subsequent agreement entered into between the County and the Committee relating to the subject matter hereof. Without limiting the foregoing, for purposes of any obligation owing to the County in connection with this Agreement (including Rent), the Committee shall not be deemed to be a partner, joint venturer,

agent, or instrumentality of any Unrelated Party. The County covenants and agrees that as its sole and exclusive remedy for any claims, demands, actions, suits, or other proceedings under this Agreement, it shall have recourse only to the assets of the Committee and not to the assets of any Unrelated Party or any other affiliates of Committee. The County, for itself and its heirs, legatees, administrators, executors, successors, agents, and assigns, agrees and covenants to refrain from bringing, or causing, to be brought any claims, demands, action, suits, or other proceedings, whether at law or in equity, or whether before a court, arbitration panel, agency board, or other body, against any Unrelated Party, individually or in any combination thereof, on account of any and all rights, demands, damages, claims, actions, causes of action, duties, or breaches of duty (collectively, “*causes of action*”) known or unknown, existing, pending, accrued or unaccrued, which the County has, claims to have, or may have to the extent any such cause of action arises from this Agreement.

**21. *Miscellaneous.***

**21.1. *Governing Law.*** This Agreement shall be construed in accordance with and be governed by the substantive laws of the State of Utah, without reference to principles governing choice or conflicts of laws. The County and the Committee also agree that any dispute related to this Agreement must be brought solely in Third District Court, Salt Lake County, State of Utah.

**21.2. *Assignment and Delegation.*** Except as provided in paragraph 20, the County may not assign or in any manner transfer the benefits of this Agreement or assign its obligations under this Agreement, except that the County may engage a third party to manage and operate the Venue and/or the associated parking areas. The County shall require and cause any manager of the Venue or such parking areas to expressly assume and agree, by written agreement in form and substance reasonably satisfactory to the Committee, to perform this Agreement in the same manner and to the same extent that the County would be required to perform if no such manager had been retained. Subject to the foregoing limitation, this Agreement shall be binding upon and to the benefit of the parties and their respective legal representatives, successors, agents, heirs, and assigns.

**21.3. *Entire Agreement.*** This Agreement, together with the attached Exhibit “A”, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms, or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein. The parties may not amend, modify, or cancel this Agreement except by a written agreement signed by both parties.

**21.4. *No Consequential Damages.*** The Parties agree that, in the event of any breach, cancellation or termination of this Agreement for any reason, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

WEBER COUNTY

\_\_\_\_\_  
By:\_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, County Recorder

SALT LAKE – UTAH COMMITTEE FOR  
THE GAMES

By:\_\_\_\_\_

Title:\_\_\_\_\_

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me

\_\_\_\_\_ who being by me duly sworn did say that he/she is the \_\_\_\_\_ of Salt Lake Olympic – Utah Committee for the Games, a Utah nonprofit corporation, and that the foregoing instrument was signed in behalf of said nonprofit corporation by authority of its Board of Directors or its bylaws, and he/she acknowledged to me that said nonprofit corporation executed the same.

\_\_\_\_\_  
Notary Public

Exhibit A  
Weber County Ice Rink Venue Use Area



Weber County operates the Weber County Sports Complex on Weber State University property parcels # 1 (Parcel 061070048) and #2 (Parcel 061190001). Through a “WSU and Weber County Land Lease Agreement,” originally dated 1994, and amended in 2012 and 2021, Weber County can commit to the Sports Complex building uses within the building structure, however a separate agreement will be done between the Committee and Weber State University on the lands and parking areas surrounding the building.

## Exhibit B

### Weber County Staff Involved in Event Roles

- FT - Weber County Ice Rink Director (1)
- FT- Office Manager (1)
- FT - Facilities Manager / Zamboni Driver (3)
- PT – Concession Manager (1)
- PT – Zamboni Drivers (3)
- PT - Concession & Event Staff (33)

These job titles may see slight wording changes, but nothing materially will change in their availability for Event use. Use of these Weber County staff are included in the Use Fee compensation and may see adjustments by mutual agreement between the Committee's Event General Manager and County's General Manager.