**AGREEMENT BETWEEN WEBER COUNTY**

**AND BAKCOU**

**THIS AGREEMENT** is made and entered into by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as the “COUNTY,” and Bakcou, a corporation, located at 1689 W 2550 S, Ogden, UT 84401, hereinafter referred to as “Bakcou.” The two shall collectively be referred to as “Parties” and individually as “Party.”

**WITNESSETH**

**WHEREAS,** County owns and operates an archery park; and

**WHEREAS,** Bakcou, an outdoor industry retailer of electric assist hunting eBikes, attracts, promotes, and develops local sporting events, and is active in the core community which will support the archery park; and

**WHEREAS,** Bakcou has offered to help promote the archery park;

**NOW THEREFORE,** in consideration of the mutual promises, terms and conditions contained in this Agreement, the parties hereto agree as follows:

**SECTION ONE**

**COUNTY’S RESPONSIBILITIES**

* 1. In exchange for the terms of this Agreement, County agrees to the following:

1. Provide naming rights to the archery park which shall be Bakcou Center at Weber County Archery Park.
2. Allow Bakcou to place signage above the front door of the front entrance of the archery park, subject to Ogden City Ordinances.
3. Allow Bakcou to place a banner on the side of the building next to DNR, subject to Ogden City Ordinances.
4. Allow Bakcou to place banners inside the building in the range, lobby, and classroom. Banner placement inside the building shall be mutually agreed upon by County’s designated representative and Bakcou.
5. Allow Bakcou to place an eBike inside the lobby of the archery park.
6. Allow Bakcou a TV Commercial spot rolling on the lobby TV.

**SECTION TWO**

**BAKCOU’S RESPONSIBILITIES**

**2.1** In exchange for the terms of this Agreement, Bakcou agrees to the following:

1. Pay $3,500 cash per year this Agreement is in effect. This payment shall be due by August 31 of each calendar year.
2. Provide Dual Event Support to help promote thru Bakcou’s channels.
3. Run quarterly events to help drive traffic to the archery park.
4. Provide product giveaways at weekly archery leagues, totaling a yearly retail value of $1500 per year.
5. Provide influencer showings throughout the term of this Agreement from Bakcou’s relationships including, but not limited to:
   1. ELKSHAPE Camp, week long camps focusing on fitness, archery technique, and how to be successful in the field.
   2. Olympic Gold Medalist Archer Brady Ellison
   3. ELK101 Corey Jacobsen
6. Facilitate and find additional sponsors to sponsor the Classroom, Upstairs, etc.
7. Help promote and support other events that are non-archery related.
8. Provide “SWAG”, with a yearly retail value of $1500, to giveaway at select events; select events are mutually determined by Bakcou and County’s designated representative.
9. Have an eBike at the archery park to be used and showcased.
   1. Bakcou will hold multiple eBike giveaways, a minimum of 2 per year, and/or Gear throughout each year this Agreement is in effect. All prize giveaways will adhere to laws governing all state and/or county governmental agencies.
10. Assist in overall Marketing of the archery park to drive traffic to the archery park.
11. Create interactive games for engagement of guests.

**SECTION THREE**

**TERM AND TERMINATION**

**3.1** This Agreement shall be for a period of ten years beginning July 1, 2020 and continuing through July 31, 2030. The Parties may agree, in writing, to renew this Agreement for up to five additional consecutive terms of one year each, for a total term not exceeding 15 years.

**3.2** This Agreement may be terminated at any time by either Party upon sixty (60) days written notice.

**SECTION FOUR**

**ASSIGNMENT**

**4.1** The rights and obligations of either Party shall not be assigned without the prior written consent of the other Party. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

**SECTION FIVE**

**INDEPENDENT AGENCY**

**5.1** It is understood and agreed that Bakcou’s status in relation to County is that of an independent contractor; and Bakcou’s acts, made through any of Bakcou’s officers, agents or employees are made without any suggestion, direction, or management whatsoever by the County, the County Representatives, or any other of County’s officers, agents or employees.

**SECTION SIX**

**INDEMNIFICATION**

**6.1** Bakcou agrees to indemnify and hold harmless the County, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney’s fees and legal costs, arising out of any and all of Bakcou’s, or its officers’, agents’, or employees’ negligent or wrongful acts or failures to act which occur during the term of this Agreement.

**6.2** County agrees to indemnify, defend and save harmless Bakcou, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney’s fees and costs, arising out of the negligent or wrongful acts or failure to act by County, its officers, agents, or employees during County’s performance under this Agreement.

**6.3** County, as a political subdivision of the State of Utah, and as a government entity as defined in the “Utah Governmental Immunity Act,” Title 63, Chapter 30d, U.C.A., 1953 as amended, does not, by the provisions of this paragraph nor any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act and all other applicable law.

**SECTION SEVEN**

**INSURANCE**

**7.1** Bakcou shall purchase and maintain, during the term of this Agreement, including any extensions, insurance coverage that will satisfactorily insure Bakcou and County against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverage’s required are as follows:

A. **General Liability**. Comprehensive general liability insurance protecting Bakcou and the County against any and all liability claims that may arise against either of the Parties during the Parties’ relationship engendered by the grant of funds under this Agreement. Such period of time shall be the term of this Agreement. Coverage to be provided under this paragraph shall be for all claims made arising out of either party’s actions during the period of time described herein; regardless of whether the claim is asserted against either party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than ONE MILLION DOLLARS ($1,000,000) per person, with TWO MILLION DOLLARS ($2,000,000) per occurrence, for bodily injury; and ONE HUNDRED THOUSAND DOLLARS ($100,000) per occurrence for property damage. COUNTY shall be specifically named as an insured party on such policy or policies.

B. **Workers’ Compensation**. Workers’ compensation insurance covering Bakcou for any and all claims that may arise against Bakcou under the workers’ compensation laws of the State of Utah.

C. **Product Liability**. If not included in Commercial General Liability insurance required under this Agreement, Bakcou shall secure and maintain during the full term of this Agreement, Product Liability insurance in the minimum amount of ONE MILLION DOLLARS ($1,000,000) per person, with TWO MILLION DOLLARS ($2,000,000) per occurrence with a FIVE MILLION DOLLARS ($5,000,000) general aggregate.

C. Bakcou shall provide a certificate of all insurances to the County Representative.

**SECTION EIGHT**

**MISCELLANEOUS**

**8.1 Amendments.** This Agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all Parties in the manner provided by law.

**8.2 Authorization.** The individuals signing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this Agreement on behalf of the Parties.

**8.3 Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

**8.4 Compliance with Laws.** During the time of this Agreement Bakcou, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to, laws requiring access to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.

**8.5 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

**8.6 County Representative.** County hereby appoints Todd Ferrario or his designee, as the County Representative to assist in the administration of this Agreement. Said Representative shall ensure performance of this Agreement by Bakcou and assist Bakcou in obtaining information and access to County or other government offices, if necessary, for Bakcou’s performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by Bakcou.

**8.7 Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Agreement.

**8.8 Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promises or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

**8.9 Governing Laws.** It is understood and agreed by the parties hereto, that this

Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.

**8.10 Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

**8.11 Interpretation.** The entire agreement among the Parties shall consist of this

Agreement and the documents set forth herein. All documents are

complimentary, and that which is called for by one of them shall be as binding

as if called for by all. In the event of an inconsistency between any of the

provisions of said documents, the inconsistency shall be resolved by giving

precedence first to this Agreement.

**8.12 Waiver.** No failure to enforce any provision of this Agreement on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Agreement concerning any subsequent or continuing breach.

**8.13 Default.** In the event of default by either Party in the performance of any of the terms and conditions of this Agreement, the other Party may give written notice of such default to the defaulting party. If the default is not resolved within ten days of receipt of notice, this Agreement may be terminated immediately by the Party not in default, and the party in default shall be liable for all costs, damages, and expenses resulting from such termination.

**8.14 Dispute Resolution.** If a dispute arises regarding this Agreement, the Parties shall first attempt informal negotiations to resolve the dispute before taking legal action. If that fails, then the parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action. In any legal dispute, each party shall be responsible for paying its own costs, including attorneys’ fees, regardless of the outcome of the dispute.

DATED this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2020.

Board of County Commissioners

of Weber County

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gage Froerer, Chair

Commissioner Froerer voted \_\_\_\_\_\_

Commissioner Harvey voted \_\_\_\_\_\_

Commissioner Jenkins voted \_\_\_\_\_\_

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ricky Hatch, CPA

Weber County Clerk/Auditor

BAKCOU

By

Title