

WEBER COUNTY FAIR
AGREEMENT FOR EMPLOYMENT OF
INDEPENDENT CONTRACTOR

Contracted By: BOOM!
Event: Weber County Fair
Contact Person: Michael Richau
Address: 1037 East Indigo
St. Mesa, AZ 85203
Phone: (602) 410-8181
Email: michael@marchingbandboom.com
Event Dates: August 11 – 14, 2021

1. This agreement, made January 22, 2021, made between WEBER COUNTY CORP, hereinafter referred to as COUNTY and BOOM!, 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. Pay CONTRACTOR \$8,200 for strolling performances, August 11 – 14, 2021 (payable on the last day of the Fair).
 - B. Provide greenroom with water during performances, August 11 – 14, 2021.
 - C. Provide adequate parking for (15) passenger van and 5'x8' cargo trailer.
 - D. Provide secure, covered storage for equipment.
4. Duties and Obligations of CONTRACTOR:
 - A. Provide (3) performers.
 - B. Perform (5) – (15) minute strolling shows per day, August 11 – 14, 2021 in the following windows:
 - August 11: 3 pm – 9 pm
 - August 12: 3 pm – 9 pm
 - August 13: 4 pm – 10 pm
 - August 14: 4 pm – 10 pm
 - C. CONTRACTOR responsible for lodging.
 - D. Provide completed W9 for payment to be processed.
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.

M.R.

INITIAL:

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 (at least two weeks prior to event) 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.

8. Any CONTRACTOR selling items may need to acquire a temporary business license from Ogden City. No selling of any products will be allowed without prior approval from FAIR and then only during performance or within 30 minutes following the performance. Collection and/or remittance of any applicable taxes and licenses are the sole responsibility of the CONTRACTOR.

Approved by FAIR for selling Yes X No

9. CONTRACTOR agrees to respect the facilities provided by the COUNTY and further agrees to assume direct responsibility for any cost of repair or replacement of any facility damaged by the negligence of the CONTRACTOR.

10. The COUNTY reserves the right to take temporary possession and control or evacuate the premises at any time inclusive of CONTRACTORS activity in the premises where it is deemed necessary for the safety of the general public or any person.

11. 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.

12. **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.

M.R. **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.

13. The rights and obligations of CONTRACTOR hereunder shall not be assigned to a third party without prior consent in writing from the COUNTY. Otherwise, this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

14. 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. Cleanliness will be required as a COVID-19 hygiene precaution. The COUNTY 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.

15. 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 resulting 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.

16. 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.

17. This agreement contains the entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties.

18. 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.
19. By signing, I agree that I have read and understand all information contained in this agreement.

WEBER COUNTY FAIR

CONTRACTOR

Ashton Wilson 1/25/21

ASHTON WILSON
Manager of Events, GSEC

Date

Michael Richau

MICHAEL RICHAU
BOOM!

01.25.21

Date

WEBER COUNTY, a body, corporate and politic.

WEBER COUNTY COMMISSION

Date

Attest:

RICKY HATCH
CPA, Weber County Clerk/Auditor

Date

