




WEBER COUNTY FAIR
AGREEMENT FOR EMPLOYMENT OF
INDEPENDENT CONTRACTOR

Contracted By: Horse Nations Indian Relay Council
Event: Weber County Fair
Contact Person: Calvin Ghost Bear
Address: PO Box 5008
Pine Ridge, SD 57770
Phone: (605) 381-0823
Email: gbear@gwtc.net
Event Dates: Dinner – August 6, 2020
Races – August 7-8, 2020

1. This agreement, made January 13, 2020, made between WEBER COUNTY CORP, hereinafter referred to as COUNTY and HORSE NATIONS INDIAN RELAY COUNCIL, 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 racetrack @ no charge (crow's nest used for announcing).
 - B. Provide all ground prep. Tractor to be used by COUNTY employees only.
 - C. Provide event advertisement and promotion, as determined by the COUNTY.
 - D. Provide concessions (all concession revenue will be retained by the COUNTY).
 - E. Provide spectator security.
 - F. Provide on-site ambulance service.
 - G. Provide ticketing services to include ticket sellers, ticket takers, and ticket pre-sales.
 - H. Pay CONTRACTOR \$43,500 (\$30,000 purse and \$13,500 production fees).
 - I. Provide (50) comp tickets to the CONTRACTOR.
 - J. Provide infield of Racetrack (north of tree line) for parking and dry camping.
 - K. Provide up to (100) stalls with initial shavings.
 - L. Provide (2) outriders during races.
 - M. Coordinate veterinarian availability on site during races.
 - N. Provide (2) tables with (4) chairs and (2) canopies for merchandise sales during event.
 - O. Provide wristbands for participants.
 - P. Provide up to (20) room nights for production help.
 - Q. Provide meal, as determined by COUNTY, for up to (100) people on evening of August 6, 2020.
4. Duties and Obligations of CONTRACTOR:
 - A. Provide all production personnel for the above said event to include, but not limited to, judges, back help, photographer, announcers, administrative support, and any other production personnel as needed.
 - B. Provide all race management and production of races to include, but not limited to, taking entries, organizing draw, running of races, and dispersal of payout.
 - C. Provide all feed for horses.
 - D. Provide nonmonetary winnings to include, but not limited to, buckles, trophies, tack, etc.
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 
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. 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 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.
10. 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.
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.

 X 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 FAIR. 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. 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.
15. 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.
16. This agreement contains the entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties.
17. 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.
18. By signing, I agree that I have read and understand all information contained in this contract.

WEBER COUNTY FAIR

CONTRACTOR

Ashton Wilson 1/17/20
 ASHTON WILSON
 Manager of Events, GSEC

Date

Calvin Ghost Bear
 CALVIN GHOST BEAR
 President, HNIRC

Date

1-17-20
 Date

WEBER COUNTY, a body, corporate and politic.

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

WEBER COUNTY COMMISSION Date

