



GOLDEN SPIKE EVENT CENTER

INDEPENDENT CONTRACT

Event: Broken Heart Rodeo Company, LLC.
Contact Person: Ben German
Address: 3685 South 3750 West
West Haven, UT 84401
Phone: (801) 540-6233
Email: bullrodeo69@aol.com
Event Date(s): March 4 – 7, 2026

This Agreement is entered into by WEBER COUNTY, d/b/a the Golden Spike Event Center, hereinafter called "GSEC," and Broken Heart Rodeo Company, hereinafter called "Contractor." It is effective on the date the last party signs the Agreement, as shown at the end of the Agreement.

1. Duties and Obligations of GSEC:
 - A. Provide Golden Spike Arena @ no cost.
 - B. Provide Riding Arena @ no cost.
 - C. Manage and collect all commercial vendor fees, which will be split equally (50/50) between the Contractor and GSEC.
 - D. Provide on-site Stall and RV Management, and all on-site stall and all RV fees collected will be retained by GSEC.
 - E. Provide on-site food and beverage concessions. All food and beverage revenue collected will be retained by GSEC.
 - F. Provide ambulance service for rodeo performances.
 - G. Provide payment to the Contractor in the amount of \$11,300 to cover additional production costs.
 - H. Provide (14) trophy saddles.
 - I. Provide (134) trophy belt buckles.
2. Duties and Obligations of Contractor:
 - A. Provide all performance management, for the above said event to include but no limited to stock, stock management, entries, announcers, timers, secretary, judges, flags, flag personnel, officials, registration personnel, ancillary jackpots, and any other production related personnel.
 - B. Collect all pre-event stall fees during the entry process and remit those fees to GSEC at the conclusion of the event.
 - C. Manage and retain all contestant entries and entry fees.
 - D. Manage and payout all jackpot monies.
 - E. Provide \$23,000 added rodeo money.
 - F. Provide (14) trophy saddles.
 - G. Provide (154) trophy belt buckles.
 - H. Obtain a participant liability release for each participant.
 - I. Replacement cost for any GSEC damaged or unreturned equipment used by CONTRACTOR.
3. Contractor agrees to abide by the rules and regulations of the GSEC, including all federal, state, and local laws. If Contractor violates any terms of this Agreement, either before or during the event, GSEC may terminate this Agreement, not allow the performance and pro-rate, or make no payment. Contractor acknowledges that it has received a copy of the rules and regulations governing use of the GSEC 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 on their behalf to abide by such rules and regulations.

INITIALS: LG

4. In the event Contractor defaults on its obligations to GSEC 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. 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.
5. LICENSEE hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the LICENSEE or 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. Furthermore, the LICENSEE shall maintain Commercial General Liability ("CGL") Insurance 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 the event.

6. GSEC reserves the right to provide and serve any and all food, beverage, alcohol or items related to catering. 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 GSEC authorized donated foods or those foods required by Contractors employees, volunteers, vendors, contractors or participants due to special dietary needs. Contractor understands that no one shall provide food or beverage for anyone other than themselves. GSEC acknowledges the Contractor's 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 GSEC provided services. In the event that the Contractor allows groups or gatherings to bring outside food onto the facility, GSEC will notify the Contractor with notices to cease immediately such activity and remove it from the property. If such activity continues, Contractor agrees that the GSEC will apply a per incident liquidated damage fee to the final event invoice in the amount of \$_____.
7. In the performance of this Agreement, Contractor shall at all times operate as an independent contractor and not as an employee of the GSEC. All persons employed by 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 GSEC. Contractor shall be responsible for and shall promptly pay all federal, state, local taxes chargeable or assessed with respect to Contractor's employees, including, not by way of limitation, social security, unemployment, federal, state withholding, and other taxes.
8. **WORKER'S COMPENSATION (Please initial the item that applies to your event.):**
- A. LICENSEES WITH EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE agrees to secure worker's compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-I-46).
- BB B. LICENSEES WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE certifies that LICENSEE is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to worker's compensation insurance requirements. LICENSEE agrees to defend, indemnify and hold harmless the COUNTY from and against any and all workers' compensation claims.
9. 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 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.
10. 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.
11. The rights and obligations of Contractor hereunder shall not be assigned to a third party without prior consent in writing of the GSEC. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
12. 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. GSEC 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 and pro-rate, or make no payment.
13. 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.
14. This Agreement contains the entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties, except by a written amendment signed by both parties.

15. 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.

16. By signing, I agree that I have read and understand all information contained in this contract.

GOLDEN SPIKE EVENT CENTER

CONTRACTOR



DUNCAN OLSEN
General Manager, GSEC

12/10/25
Date



BEN GERMAN
Broken Heart Rodeo Company, LLC

12/10/25
Date

WEBER COUNTY, a body, corporate and politic.

WEBER COUNTY COMMISSION Date

Attest:

RICKY HATCH Date
CPA, Weber County Clerk / Auditor

 DO ap
KW ap

