

**Weber County's Fort Buenaventura Park
Public Event License Agreement**

Organization: Ogden Friends of Acoustic Music (OFOAM)
Event: 14th Annual Ogden Music Festival
Contact Person: Michelle Tanner
Email Address: michelle.ofoam@gmail.com
Address: 1744-24th St Ogden, UT 84401
Phone Number: 801-391-9182

Contracted Dates: September 1-6, 2021 (Sept 2, 3, 4, 5 event/camp days, Sept 1: set up, Sept 6: tear down)

1. This AGREEMENT, made August 18, 2021, by and between Weber County Parks, hereafter called COUNTY, and OGDEN FRIENDS OF ACOUSTIC MUSIC, hereafter called LICENSEE.
2. The LICENSEE shall pay the COUNTY for the following space and/or service:
 - A. Fort Buenaventura Activities area, \$350/day. \$1,400.
 - B. Trader's Bowery (along with campsites 1, 2 & 3), \$125/day. \$500
 - C. Individual camp sites 4, 5 & 6, \$60/site. \$180
 - D. 10 Grass VIP area, \$100/day, \$300, no charge - No more than 10 tents/trailers (total). Any additional will need to pay through the online site. Use accordingly.
 - E. Camping revenue collected by OFOAM online reservations. Funds to be paid to Weber County after event.
 - F. Generator - Weber County will bring fueled. OFOAM will need to pay to refill fuel. Cost TBD.
3. Additional services or equipment can be purchased and current established rates.
 - A. SU100 Stageline stage - see separate agreement. \$1,020.00 (no charge)
 - B. Canoe rentals, \$5/canoe/hour (see Park Manager for availability). To be paid onsite to camp host
 - C. Power for campsites, where available, \$5/site/day. To be paid onsite to camp host
 - D. Light tower - see separate agreement (contracted through Golden Spike Event Center)
4. The LICENSEE will provide the following:
 - A. Event Safety and Security.
 - B. Insurance as required by this agreement.
 - C. Replacement cost for any damaged or unreturned equipment used by LICENSEE.
 - D. Recognition of Fort Buenaventura Park/Weber County as a sponsor of this event in the amount of \$1320.00.
5. LICENSEE shall pay a non-refundable deposit of \$250.00 on or before August 30, 2021 to execute this agreement and hold the specified dates. Any remaining balance due will be paid within ten days following a final invoice.
6. LICENSEE agrees to end this event by 10:00 PM the last day of the scheduled event, and further agrees to vacate the facility not later than 11:00 am of the next morning. If LICENSEE vacates at a later time, LICENSEE shall pay for an additional day of rent.
7. LICENSEE shall clean up decorations, cartons and large pieces of debris from the above named space before vacating premises. If LICENSEE fails to do so, the COUNTY shall perform such clean up and LICENSEE shall pay the COUNTY for personnel and related expenses associated with said clean up.
8. The COUNTY reserves the right to provide and serve for public consumption any and all food, beverage, alcohol or items related to catering. The LICENSEE 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 LICENSEES employees, volunteers, vendors, contractors or participants. The LICENSEE understands that no one shall provide food or beverage for anyone other than themselves. The COUNTY acknowledges the LICENSEES limited ability to monitor and control individual participants and individual attendees bringing food onto the premises. In the event that the LICENSEE allows groups or gatherings to bring outside food onto the facility, the COUNTY will notify the LICENSEE with notice to cease immediately such activity and remove it from the property. If such activity continues, the LICENSEE agrees that the COUNTY will apply a per incident liquidated damage fee to the final event invoice.
 - A. For food or alcohol sales, LICENSEE will need to contact the Recreation Facilities Food and Beverage Manager, Emily Scoville, at 801-399-8254 or escoville@co.weber.ut.us to obtain the agreement necessary for said sales.
 - B. A percentage of sales, net of sales tax, is due to the COUNTY for the sale of food and/or alcohol.
 - C. Food sales require product liability insurance, a temporary food establishment permit, proof of worker's compensation insurance and food handlers' permits for vendors and their employees.
9. The COUNTY reserves the right to take temporary possession and control or evacuate the Premises at any time inclusive of LICENSEE's activity in the Premises where it is deemed necessary for the safety of the general public or any person.
10. If it is deemed by the COUNTY that the LICENSEE has misrepresented the nature of the event that this License Agreement addresses, the COUNTY may refuse to permit the event and/or terminate the agreement and the LICENSEE will forfeit any deposit made for said event.

11. In the event that the LICENSEE chooses to sell tickets to the contracted event, sell non-food concessions on the premises, or sell items at contracted event, LICENSEE shall comply with all required permits, licenses, ordinances, codes and sales tax requirements for the city, county, and the state.
12. LICENSEE hereby assumes the liability for any claim, injury, or damage that occurs in, on or about the premises used by the LICENSEE or arising out of the LICENSEE'S performance of this agreement. 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, it's 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 the Agreement in the minimum of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall be primary and non-contributory to any other policy(ies) or coverage available to Weber County, whether such coverage be primary, contributing, or excess. If Vendor's CGL coverage is provided on a claims-made basis, Vendor 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.
13. 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 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, 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.
14. WORKER'S COMPENSATION (Please initial the one applicable to your event):
 - A. LICENSEES WITH EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE agrees to secure workers' compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-1-46) and provide the COUNTY with a certificate of that insurance coverage at least one week prior to the event.
 - 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.
15. LICENSEE agrees not to sublease, transfer or assign this agreement or any part thereof without prior written consent of the COUNTY. This agreement may be amended only by an instrument in writing which is signed by the parties to this agreement. This agreement shall be governed and construed by the laws of the State of Utah.
16. LICENSEE agrees to use WEBBER COUNTY'S FORT BUENAVENTURA PARK in all advertising.
17. LICENSEE acknowledges that LICENSEE has received a copy of the rules and regulations governing use of the premises and agrees that all employees, staff, volunteers, or any individual involved with the promotion or production of LICENSEE'S event will be made aware of the rules and regulations and agrees in their behalf to abide by such rules and regulations.
18. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions of provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
19. This agreement constitutes the entire agreement between the COUNTY and the LICENSEE and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

In witness of the agreement between them, the parties have executed this agreement at Ogden City, Weber County, Utah, on the day and year first written above.

WEBER COUNTY PARKS

LICENSEE

Todd Perrino, Division Director

Date

Michelle Tanner, OFOAM

Date

WEBER COUNTY a body, corporate and politic:

Michelle Tanner 8-20-2024

WEBER COUNTY COMMISSION

Date

Approved as to form, Civil Department, County Attorney's Office

Attest:
Ricky Hatch, CPA, Weber County Clerk/Auditor

Date: