

GOLDEN SPIKE EVENT CENTER Portal Sign Advertising Agreement

Advertiser:

Brigham Implement Company, Inc.

Contact:

Paul Munns

Address:

PO Box 741

Brigham City, UT 84302

Phone:

(435) 230-3512

Email:

paul.munns@brigham.net

Contract Term:

January 26, 2021 - January 26, 2024

1. This agreement, made on the 26th day of January 2021, is by and between GOLDEN SPIKE EVENT CENTER, hereinafter called the COUNTY, and **BRIGHAM IMPLEMENT COMPANY, INC.**, hereinafter called ADVERTISER.

- 2. The COUNTY will provide the following:
 - A. At its own cost, portal sign display cabinet and lighting, including all production and installation costs and shall retain all rights of ownership to the portal sign cabinet, hereinafter called the SIGN.
 - B. Install at its own cost a portal sign face, including all production and installation costs and shall retain all rights of ownership to sign face, herein called the SIGN FACE.
 - C. One full day of rent at no charge in either the Riding Arena or Golden Spike Arena for an event of the ADVERTISERS choice (date to be confirmed within 60 days of the event).
 - D. \$500/tractor/year with the option of exchanging tractors for servicing and hour requirements.
 - E. All oil and filter services performed on tractors while in use of the COUNTY will be paid for by the COUNTY.
 - F. Sponsorship on website, all county event advertising (posters, etc.), logo included on GSA TV's during events, and static display opportunities at all county events (including fair).
- 3. The ADVERTISER will provide the following:
 - A. Alternate pieces of equipment depending on availability (extra tractor for racetrack, skid steers, etc.)
 - B. Provide the COUNTY with unlimited use of (2) suitable tractors compatible with Black Widow Groomers and the appropriate horse power through the duration of the contract term in exchange for the quarterly payment for the following:

- C. Use of the SIGN which is and will be located inside the Golden Spike Arena, Portal Sign #7, section #14.
- D. Use of the SIGN which is and will be located inside the Riding Arena, on the SE end.
- E. Use of SIGN which is and will be located along Bill Bailey Blvd.
- 4. Terms and conditions of this lease agreement are as follows:
 - A. Maintenance: The COUNTY shall assume responsibility for all maintenance and repairs for the SIGN during the course of this agreement. The ADVERTISER shall be responsible for the up keep of the SIGN FACE, which includes repainting if necessary.
 - B. Destruction or Damage: In the event of destruction or damage to the SIGN or SIGN FACE, the COUNTY shall assume responsibility or financial liability for repair or rebuilding the SIGN or SIGN FACE. In no event shall the COUNTY be liable for incidental or consequential damages resulting from any breach of this agreement or from any other cause or theory.
 - C. Repossession: In the event ADVERTISER fails to meet its payment obligations, as outlined in this agreement, the COUNTY has the right to terminate this agreement and take possession of the SIGN FACE, and remove the SIGN FACE.
 - D. Cancellation: In the event of breach of this agreement or termination for convenience of this agreement by ADVERTISER, the obligation to pay any remaining unpaid balance of this agreement shall become due hereunder without notice. If suit is brought by the COUNTY for the recovery of any payment due under this agreement or for the breach of any provision of this agreement, ADVERTISER agrees to pay all costs in connection with suit, including reasonable attorney fees, whether or not the suit proceeds to judgment.
 - E. Renewal: The ADVERTISER shall have the right of refusal for renewal of the SIGN at the conclusion of this agreement.
 - F. Holding Over: Upon termination of this agreement, or any extension hereof, the COUNTY shall have the right to remove the SIGN FACE from the SIGN. Any holding over or use of the SIGN by the ADVERTISER after the termination of this agreement shall be deemed to be a renewal of this agreement on a month to month basis on the same terms and conditions as provided herein.

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

GOLDEN SPIKE EVENT CENTER	BRIGHAM IMPLEMENT COMPANY
DUNCAN OLSEN General Manager	Sign Print Monn S
2-3-2) Date	2-2-21 Date
WEBER COUNTY, a body, corporate and politic.	
WEBER COUNTY COMMISSION	Date
Attest: RICKY HATCH CPA, Weber County Clerk/Auditor	Date