

OGDEN MUSTANGS JR HOCKEY TEAM
FACILITY AGREEMENT

This Agreement ("Agreement") is between Weber County ("County") and Ogden Mustangs Jr. Hockey Team ("Company").

WHEREAS, Company has obtained, and is currently in operation of a "JR A" hockey team in the Ogden, Utah territory, and,

WHEREAS, the league runs a 60 game schedule (30 home and 30 away games in one or two game series on consecutive Friday, Saturday evenings from September through March each year, and

WHEREAS, County owns and operates a Weber County Sports Complex ("Facility") located at 4390 Harrison Blvd in Ogden, Utah, that has all of the furnishings, fixtures and equipment necessary to host hockey games, and

WHEREAS, Company has leased the Facility in the past for its hockey games and Company is seeking to renew its lease of the Facility

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Lease of Premise: County agrees to lease the Facility to Company pursuant to the terms, conditions, and covenants set forth herein.
2. Term: The term of this Agreement shall commence on the 1st of September 2023 and shall end the 31st of August 2024. At the conclusion of the term of this Agreement, the Parties may renew this Agreement for an additional 1 year term upon mutual consent and in writing.
3. Fees and Payments: Company shall pay the following to County on the 15th of each month for the lease of Facility:
 - a. \$200 an hour per game ice fee.
 - b. \$180 per hour practice session ice fee.
4. Security: Onsite Police Officers are to be provided by the Weber State University Police Department based on University standards for events and shall be arranged and paid for by the Company for all home games and events. Company shall provide their own Security for ticket door personnel, seating ushers, lobby and locker room security.
5. All persons engaged as an usher, security personnel, safety, game staff, ticket sellers, or retail operators persons must complete the Trained Crowd Manager Training through IAVM.org at the expense of the Company and provide proof to the Facility of such training.
6. Advertising in the Facility: The Company will have non-exclusive right to sell approved signage and sponsorship in Facility except for naming rights. The net revenue or value of revenue in-trade from the advertising sales will be split between Company and the County with the Company retaining 75% of the revenue and the County receiving 25% of the revenue, or trade. Prior to May 1st each year, County and Company will calculate advertising revenue to determine the appropriate split and Company will pay County its portion. Company and County shall review and agree on the sales price list for advertising prior to May 1st of each year. Company will request to County installation needs in writing prior to contracting installation at Facility. Company shall have the right to have sponsors in place and sell or give away product in the Facility with prior approval of the County.

7. Concessions: All revenue from concessions that are sold by the Facility shall belong to the County.
8. Company may sell merchandise on game nights at the Facility and keep all revenue therefrom. Applicable State Sales Tax is the responsibility of the Company to report and pay. The Facility shall charge a per-hour rental fee of \$25 for rental of the merchandise stand to company. That fee also includes one promotions table to be placed in front of the women's restroom stairwell. All additional tables are \$5 rental fee per event.
9. Beer: County will have the sole and exclusive right to sell alcohol at Facility in its discretion. All revenue from beer sales shall belong to the County. Facility provides alcohol sales at scheduled events only. Company acknowledges and agrees to follow all DABC alcohol rules including no outside alcohol and forbidding admission to persons that appear to be intoxicated.
10. Staffing: Company will be responsible to provide and manage its game night staff, all required major & minor officials, medical personnel and security, to include ushers, ticket takers, ticket representative to trouble shoot and manage ticket system, provide season ticket sales, refunds, disputes, and communication with Company's contracted ticket provider.
11. Ticket Sales: Company is responsible for ticket system, credit card processing system, required paper & supplies for ticket sellers to sell tickets to Company's event from 6:15 PM- start of the third period of each game. Ticket sales outside these hours, including Season Tickets, are the sole responsibility of the Company. Online ticket system access for Facility will be maintained by the Company for verification of attendance and other business purposes. Company is responsible for proving Facility with ticket system access for attendee and game count verification.
12. Alterations to Facility: Under no circumstances will Company, or any of its members, or volunteers, be allowed to make alterations to the Facility without written permission from the County. All improvements that are connected to the Facility become the property of County even if such changes or improvements were made by the Company. Improvements for the purpose of venue growth & advertising for the betterment of the Facility will be considered.
13. Game Time: Home game time will be negotiated by the County & Company no later than 7:15 PM, Fridays and Saturdays with a pre-game warm-up starting a half hour before. Ticketed events, Home Games, require a clear venue one hour before puck drop for the purpose of ticket sales. County agrees to schedule pre-game ice rentals based on this requirement. County will provide Company with home game availability by May 1st for each upcoming season. County does not guarantee priority booking for regularly scheduled home games or playoffs. County will do its best to accommodate requests submitted by May 1st. Playoffs to take place in the spring of each season must be requested in writing no less than 90 days before first potential playoff game. Every attempt will be made by the Facility to accommodate reasonable Playoff game requests. The Company understands that holding 14 consecutive days for potential Playoff games without a league guarantee of payment is not possible and will negotiate with the league to amend such requests.
14. Bag Check Policy: Bag check policy must be enforced as required by the Facility policy attached to this Agreement.
15. County agrees to provide all visiting teams Locker Rooms #1 & #2 (adjoining "Visitor Side" locker rooms) from 5 PM – 11 PM Friday & Saturday Home Games. County may provide visiting team locker room access to leave gear at Facility overnight if Facility ice schedule permits. All Locker Room considerations should be sent to Facility Director via email.
16. Locker Room: County currently provides the Company with an exclusive Locker Room as the Company's dedicated Locker Room and will continue to provide it throughout the

duration of this Agreement at \$782 per month. The three rooms, formerly known as the referee's complex, have been modified to add extra showers, toilets, portable washers, and dryer hookups. The County has agreed to allow the Company to build an equipment room, locker room, and enclose a coach's office by installing necessary walls at its own expense.

17. The Company Equipment Room is located across the hallway from locker room entrance and is \$108.90 per month for exclusive use and is to be kept serviceable and accessible by Facility personnel and kept up to fire code at all times.
18. Storage Room: County shall provide one-half of an existing storage room across the hallway from Company's locker room at the rate of \$82.50 per month. This one-half of an existing storage room is to be kept serviceable and accessible by Facility personnel and kept up to fire code at all times.
19. Office Space: Upstairs office space shall be leased for \$224.40 per month. Company agrees to a mutually beneficial work environment. All operating costs, minus utilities, are the responsibility of the Company. Company acknowledges that access to the Facility is available one hour before and one hour after scheduled ice time on Facility web calendar.
20. Team Skate Sharpening: Professional Skate Sharpening will be provided by Facility to the Company not to exceed one sharpening per pair of each rostered player's skates per week at the rate of \$1000 annually. Excess of this will be billed at \$10 per pair monthly. Emergency skate repair, during practice or game times, will be provided by Facility Manager on Duty to Company at no extra cost. Visiting teams may utilize this same emergency skate repair service if the need should arise and the situation deemed an emergency by Facility Director. Visiting teams will pay \$10 per pair of skates, based on Facility Manager on Duty availability.
21. The Company agrees to make arrangements for team workouts off-site at their own expense.
22. The Company may utilize Locker Rooms 3 & 4 for athletic trainers on game day.
23. VIP Room: County reserves the VIP Room each home game for the use by the Company if using for Company's direct needs, or to be rented by a premium customer of the Company during their ticketed events. All room rentals must be requested in writing to; cmonzella@webercountyutah.gov.
24. Internet: Company shall be responsible for providing their own internet for all business operations including Ticket Office, Broadcasters table, Scorekeeping table, locker room, coaches' office, leased office space upstairs and merchandise stand. If any installation is required, Company is required to submit written request and an agreement signed between the Facility & the Internet provider must be executed.
25. Streaming Services: If the Company does not wish to be included in the streaming services at the Facility, written dates and times must be submitted to mrollins@webercountyutah.gov by (August 31, 2023)
26. Electricity, Company services Video Board exclusively. When service is required for video board Company will submit written request to County for hours of availability to schedule repairs and solely responsible for scheduling and paying for a lift to complete the repairs. Company is required to pay for all video board service calls through a repair company.
27. Early Termination: Either party may terminate this Agreement by giving sixty (60) days written notice to the other party for any reason.
28. Damage/Replacement: Company shall be responsible to repair, or replace if necessary, any and all structures, tables, signs, walls, doors, lockers, equipment, etc., that are damaged by Company and/or its volunteers during the term of the Agreement.

29. Amendments to Agreement: This Agreement may be modified only by a written amendment signed by authorized representatives of the Parties.
30. Insurance: Company shall provide the County with certificates of insurance, verifying coverage as specified below. Company shall maintain the insurance policies during the term of the agreement, and for a minimum of one year after the termination of the Agreement.
- a) Company agrees to secure and maintain workers compensation insurance for any employee or sub-contractor working to provide services under this Agreement (Utah Code Ann 34A-2-201).
 - b) Company shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence properly endorsed to name the Facility and County as an additional insured.
 - c) Company shall agree to obtain products and completed operations liability insurance either as a separate policy with a limit of not less than \$1,000,000 per occurrence properly endorsed to name the Facility and County as an additional insured, or as an endorsement to the general Liability Insurance required above.
31. Indemnification: Company shall defend, indemnify, and hold County its agents and employees harmless from and against all claims, liabilities, loss and expense, including reasonable costs, expenses and attorney's fees incurred, which arise by reason of the acts or omissions of Company, its offers, agents, and employees, resulting directly or indirectly from the performance of the Agreement.
32. Independent Contractor: In the performance of this Agreement, Company shall at all times operate as an independent contractor and not as an employee of the County. All persons employed or volunteering for Company in the performance of services hereunder shall be under the sole and exclusive direction and control of Company and shall not be considered employees of the County.
33. Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of Utah. All disputes or litigations arising from or in connection with this Agreement shall be heard in the courts of the State of Utah with venue in Weber County.
34. Assignment: The rights and obligations of Company shall not be assigned to a third party without prior written consent of the County. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
35. Severability: It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the remaining provisions shall be valid and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
36. Authority: The individuals executing this agreement represent and warrant that they have full legal power and authority to enter into this Agreement described herein.

In witness whereof, the Parties execute this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted ____

Commissioner Harvey voted ____

Commissioner Bolos voted ____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor

OGDEN MUSTANGS JR. HOCKEY

By: Ricky Hatch

Title: Managing Partner

Date: 09/01/2023