

**AGREEMENT BETWEEN WEBER COUNTY
AND VORTEX OPTICS**

THIS AGREEMENT is made and entered into by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and Vortex Optics, a corporation, located at 1 Vortex Drive, Barneveld, WI 53507, hereinafter referred to as "Vortex." The two shall collectively be referred to as "Parties" and individually as "Party."

WITNESSETH

WHEREAS, County owns and operates an Archery Park; and

WHEREAS, Vortex, an outdoor industry retailer of various optics has offered to help promote the archery park;

NOW THEREFORE, in consideration of the mutual promises, terms and conditions contained in this Agreement, the parties hereto agree as follows:

**SECTION ONE
COUNTY'S RESPONSIBILITIES**

- 1.1** In exchange for the terms of this Agreement, County agrees to the following:
- A. Provide a sign at entry of the classroom at the Archery Park, which shall say "Base Camp – Supported by Vortex".
 - B. County shall place two large banners, up to 4 feet by 8 feet in the indoor range shooting area.
 - C. County shall place two neon or other small signs, up to 18 inches by 24 inches, in the lobby of the Archery Park or in the classroom.
 - D. Allow Vortex a TV Commercial spot rolling on the lobby TV of the Archery Park, which shall be played during range hours.
 - E. County shall work with Vortex on which events and packages will bring the best brand exposure and attendance to best utilize prize packages.

**SECTION TWO
VORTEX'S RESPONSIBILITIES**

- 2.1** In exchange for the terms of this Agreement, Vortex agrees to the following:
- A. Provide County two large banners, up to 4 feet by 8 feet, to be placed in the indoor range shooting area.
 - B. Vortex shall supply County with two pairs of binoculars, six range finders, and assorted swag (hats, shirts, decals, etc.).

- C. Vortex shall supply County four prize packages to be used for Archery Park events.
- i. Two “Large Packages” to include one each of the following: binoculars, range finder, spotting scope, and tripod; or substantially similar items as determined by Vortex and County.
 - ii. Two “Small Packages” to include two items, comprised of any combination of binoculars, range finder, spotting scope, or tripod; or substantially similar items as determined by Vortex and County.

SECTION THREE TERM AND TERMINATION

- 3.1** This Agreement shall be for a period of five years beginning January 1, 2021 and continuing through December 31, 2025. The Parties may agree, in writing, to renew this Agreement for up to five additional consecutive terms of one year each, for a total term not exceeding 10 years.
- 3.2** This Agreement may be terminated at any time by either Party upon sixty (60) days written notice.

SECTION FOUR ASSIGNMENT

- 4.1** The rights and obligations of either Party shall not be assigned without the prior written consent of the other Party. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

SECTION FIVE INDEPENDENT AGENCY

- 5.1** It is understood and agreed that Vortex’s status in relation to County is that of an independent contractor; and Vortex’s acts, made through any of Vortex’s officers, agents or employees are made without any suggestion, direction, or management whatsoever by the County, the County Representatives, or any other of County’s officers, agents or employees.

SECTION SIX INDEMNIFICATION

- 6.1** Vortex agrees to indemnify and hold harmless the County, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney’s fees and legal costs, arising out of any and all of Vortex’s, or its officers’, agents’, or employees’ negligent or wrongful acts or failures to act which occur during the term of this Agreement.
- 6.2** County agrees to indemnify, defend and save harmless Vortex, its officers, agents and employees from and against any and all claims, damages, losses

and expenses, including attorney's fees and costs, arising out of the negligent or wrongful acts or failure to act by County, its officers, agents, or employees during County's performance under this Agreement.

- 6.3** County, as a political subdivision of the State of Utah, and as a government entity as defined in the "Utah Governmental Immunity Act," Title 63, Chapter 30d, U.C.A., 1953 as amended, does not, by the provisions of this paragraph nor any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act and all other applicable law.

SECTION SEVEN INSURANCE

- 7.1** Vortex shall purchase and maintain, during the term of this Agreement, including any extensions, insurance coverage that will satisfactorily insure Vortex and County against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverage's required are as follows:
- A. **General Liability**. Comprehensive general liability insurance protecting Vortex and the County against any and all liability claims that may arise against either of the Parties during the Parties' relationship engendered by the grant of funds under this Agreement. Such period of time shall be the term of this Agreement. Coverage to be provided under this paragraph shall be for all claims made arising out of either party's actions during the period of time described herein; regardless of whether the claim is asserted against either party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000) per person, with TWO MILLION DOLLARS (\$2,000,000) per occurrence, for bodily injury; and ONE HUNDRED THOUSAND DOLLARS (\$100,000) per occurrence for property damage. COUNTY shall be specifically named as an insured party on such policy or policies.
 - B. **Workers' Compensation**. Workers' compensation insurance covering Vortex for any and all claims that may arise against Vortex under the workers' compensation laws of the State of Utah.
 - C. **Product Liability**. If not included in Commercial General Liability insurance required under this Agreement, Vortex shall secure and maintain during the full term of this Agreement, Product Liability insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000) per person, with TWO MILLION DOLLARS (\$2,000,000) per occurrence with a FIVE MILLION DOLLARS (\$5,000,000) general aggregate.
 - C. Vortex shall provide a certificate of all insurances to the County Representative.

SECTION EIGHT MISCELLANEOUS

- 8.1 Amendments.** This Agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 8.2 Authorization.** The individuals signing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this Agreement on behalf of the Parties.
- 8.3 Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 8.4 Compliance with Laws.** During the time of this Agreement Vortex, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to, laws requiring access to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.
- 8.5 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 8.6 County Representative.** County hereby appoints Todd Ferrario or his designee, as the County Representative to assist in the administration of this Agreement. Said Representative shall ensure performance of this Agreement by Vortex and assist Vortex in obtaining information and access to County or other government offices, if necessary, for Vortex's performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by Vortex.
- 8.7 Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Agreement.
- 8.8 Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promises or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.
- 8.9 Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.
- 8.10 Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.
- 8.11 Interpretation.** The entire agreement among the Parties shall consist of this

Agreement and the documents set forth herein. All documents are complimentary, and that which is called for by one of them shall be as binding as if called for by all. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement.

8.12 Waiver. No failure to enforce any provision of this Agreement on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Agreement concerning any subsequent or continuing breach.

8.13 Default. In the event of default by either Party in the performance of any of the terms and conditions of this Agreement, the other Party may give written notice of such default to the defaulting party. If the default is not resolved within ten days of receipt of notice, this Agreement may be terminated immediately by the Party not in default, and the party in default shall be liable for all costs, damages, and expenses resulting from such termination.

8.14 Dispute Resolution. If a dispute arises regarding this Agreement, the Parties shall first attempt informal negotiations to resolve the dispute before taking legal action. If that fails, then the parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action. In any legal dispute, each party shall be responsible for paying its own costs, including attorneys' fees, regardless of the outcome of the dispute.

DATED this _____ day of _____ 2020.

Board of County Commissioners
of Weber County

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Vortex Optics

By  Sawyer Briel

Title Marketing Communications Manager