




WEBER COUTY FAIR
AGREEMENT FOR EMPLOYMENT OF
INDEPENDENT CONTRACTOR

Contracted By: Broken Heart Rodeo Company
Event: Weber County Fair Rodeo
Contact Person: Ben German
Address: 3685 South 3750 West
West Haven, UT 84401
Phone: (801) 540-6233
Event Dates: August 5, 2020

1. This agreement, made January 8, 2020, made between WEBER COUNTY CORP, hereinafter referred to as COUNTY and **BROKEN HEART RODEO COMPANY**, hereinafter referred to as CONTRACTOR.
2. This agreement covers the term of the Weber County Fair on the above dates.
3. Duties and Obligations of the COUNTY:
 - A. Provide Outdoor Stadium @ no charge.
 - B. Provide all ground preparation. Ground preparation determined by COUNTY and CONTRACTOR jointly.
 - C. Provide on-site ambulance service.
 - D. Provide on-site concessions. All concessions revenue will be retained by the COUNTY.
 - E. Provide ticketing services to include: ticket sellers and ticket takers. All ticket revenue will be retained by the COUNTY.
 - F. Provide spectator security.
 - G. Provide event advertisement and promotion, as determined by COUNTY.
 - H. Pay CONTRACTOR \$7,750 production fee and an additional \$18/run for timed event cattle. Invoice for timed event cattle should be sent to Fair Manager no later than August 21, 2020.
4. Duties and Obligations of CONTRACTOR:
 - A. Provide all production management to include, but not limited to, stock, stock management, entries, announcer, timers, secretary, judges, etc.
 - B. Manage and retain all contestant entries and entry fees.
 - C. Manage and provide all event pay-outs.
 - D. Obtain a participant liability waiver for each contestant.
5. CONTRACTOR agrees to abide by the rules and regulations of the FAIR, including all federal, state, and local laws. If CONTRACTOR violates any terms of this agreement, either before or during the event, FAIR may terminate this agreement, not allow the performance, pro-rate, or make no payment. CONTRACTOR acknowledges that CONTRACTOR has received a copy of the rules and regulations governing use of the GOLDEN SPIKE EVENT CENTER 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 in their behalf to abide by such rules and regulations. **INITIAL:** 
6. In the event the CONTRACTOR defaults on its obligations to the COUNTY under this agreement, CONTRACTOR agrees to assume liability for any claim, injury, damages, losses and costs, whether direct, indirect, or consequential, arising out of or resulting from such default. Furthermore, 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. 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.
7. For the duration of this agreement, CONTRACTOR shall maintain at its own expense, and provide proof of said insurance to the COUNTY. CONTRACTOR shall provide the COUNTY with a certificate(s) of insurance for each policy required under this section two weeks prior to the event. The following types of insurance are required:
 - A. CONTRACTOR shall provide Commercial General Liability ("CGL") insurance with contractual liability coverage to cover its 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 COUNTY, whether such coverage be primary, contributing, or excess. If CONTRACTOR'S CGL coverage is provided on a claims-made basis, CONTRACTOR shall maintain such policy for no less than four years after termination of this agreement.
 - B. If CONTRACTOR will sell any product to any party other than COUNTY in the performance of this agreement, CONTRACTOR shall secure products liability insurance with contractual liability coverage to cover its obligations under the indemnification section of this 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 COUNTY, whether such coverage be primary, contributing, or excess. If CONTRACTOR'S product liability coverage is provided on a claims-made basis, CONTRACTOR shall maintain such policy for no less than four years after termination of this agreement.
8. CONTRACTOR agrees to respect the facilities provided by the FAIR and further agrees to assume direct responsibility for any cost of repair or replacement of any facility damaged by the negligence of the CONTRACTOR.

