



GOLDEN SPIKE EVENT CENTER

LICENSE AGREEMENT

Contracted By: Acorn Productions
Event: Acorn Antique & Vintage Show
Contact Person: Heidi Wilcox
Address: 1604 North Mountain Rd.
North Ogden, UT 84414
Phone: (801) 452-1911
Set Up Date: February 8 – 9, 2023
Event Date: February 10 – 12, 2023

1. THIS AGREEMENT, made on December 8, 2022, by and between WEBER COUNTY, hereinafter called the COUNTY and ACORN PRODUCTIONS, herein after called LICENSEE.
2. The LICENSEE shall pay \$3,923.00 to the COUNTY for the following space and/or service:
 - A. Exhibit Hall @ \$700.00/day. 4 days @ \$700.00/day. Total Cost: \$2,800.00 (one set-up day free)
 - B. Power Drops @ \$125.00/drop. 2 power drops @ 125.00/drop. Total estimated cost: \$250.00
 - C. Lattice @ \$3.00/lattice sheet/event. 106 sheets @ \$3.00/lattice sheet/event. Total estimated cost: \$318.00 (150 available)
 - D. Tables @ \$5.00/table/day. 31 tables for 3 days @ \$5.00/table/day. Total estimated cost: \$465.00
 - E. Chairs @ \$1.50/chair/day. 20 chairs for 3 days @ \$1.50/chair/day. Total estimated cost: \$90.00
3. Additional services or equipment can be purchased at current established rates.
 - A. Catering services at established rates.
4. The LICENSEE will provide the following:
 - A. Event safety and security.
 - B. Insurance as required by this contract.
 - C. Replacement cost for any GSEC damaged or unreturned equipment used by LICENSEE.
5. The LICENSEE shall pay a non-refundable deposit of \$980.75 on or before January 6, 2023 to execute this contract and hold the specified dates. Any remaining balance due will be paid within ten days following a final invoice. A service charge of one and one-half percent (1 ½%) per month shall automatically accrue to all delinquent payments. In addition, the LICENSEE agrees to pay or reimburse the COUNTY for administrative, servicing, collection and other costs incurred as a result of said delinquency or collection services.
6. LICENSEE agrees to end this event by 12:00 Midnight the last day of the schedule event, and further agrees to vacate the facility not later than 1:00 a.m. 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 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 due to special dietary needs. 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. However, LICENSEE acknowledges that groups or gatherings of multiple persons are to purchase food and beverage through COUNTY provided services. In the event that the LICENSEE allows groups or gatherings to bring outside food onto the facility, the COUNTY will notify the LICENSEE with notices 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.
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. 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 and sales tax requirements for the city, county, and the state.
11. 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, its 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

