

**SPONSORSHIP AGREEMENT BETWEEN WEBER COUNTY
AND EASTON TECHNICAL PRODUCTS**

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 "COUNTY," and Easton Technical Products, Inc., a Utah corporation, located at 5040 Harold Gatty Dr., Salt Lake City, UT 84116, hereinafter referred to as "Easton." The two shall collectively be referred to as "Parties" and individually as "Party."

WITNESSETH

WHEREAS, County owns and operates the Weber County Archery Park, located at 2840 F Avenue, Ogden, Utah ("Archery Park"); and

WHEREAS, Easton, an outdoor industry manufacturer of archery equipment, has offered to sponsor and promote the Archery Park subject to the terms of this Agreement;

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. County shall place prominently placing the Easton and Delta/McKenzie logos, each of a size not less than 30 inches x 30 inches, on the north end of the building to be visible as people enter the Archery Park, subject to Ogden City Ordinances.
 - B. County shall prominently place Easton and Delta/McKenzie logos and or banners in the indoor range.
 - i. It is preferred that any banner be painted rather than a typical vinyl banner so that it has a permanent and professional look to it.

**SECTION TWO
EASTON'S RESPONSIBILITIES**

- 2.1** In exchange for the terms of this Agreement, Easton agrees to the following:
- A. Easton shall provide County \$5,000.00 value-in-kind ("VIK") per year in product at Easton's best dealer price, which equals approximately \$7,500.00 in retail value. The primary product will be Delta/McKenzie targets; however, Easton arrows may also be available on request and with Easton's approval. Actual freight costs associated with delivering products to the County are included as VIK.

- i. During years 1 and 2 of this Agreement, Easton has the option to ship more than \$5,000.00 VIK. The excess will be applied towards future years' obligations at Easton's discretion.
- B. Easton shall work with County to develop and approve all signage and banners.

SECTION THREE TERM AND TERMINATION

- 3.1** Unless terminated earlier as provided herein, this Agreement shall be for a period of three (3) years beginning February 1, 2021 and continuing through December 31, 2023. The Parties may agree, in writing, to renew this Agreement for up to five (5) additional consecutive terms of one year each, for a total term not exceeding eight (8) years.
- 3.2** This Agreement may be terminated at any time by either Party upon thirty (30) days' written notice. Upon notice of termination, Easton shall have no further obligation to provide VIK product or cash consideration.

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 Easton's status in relation to County is that of an independent contractor; and Easton's acts, made through any of Easton'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** Easton 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 ("Claims"), to the extent such Claims arise out of any and all of Easton'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 Easton, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs ("Claims"), to the extent such

Claims arise 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.
- 6.4** Easton'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.

SECTION SEVEN INSURANCE

- 7.1** Easton shall purchase and maintain, during the term of this Agreement, including any extensions, insurance coverage as follows. County shall be named as an additional insured on such policy or policies.
- A. **General Liability.**
- Commercial General Liability (CGL) insurance against liability claims that may arise during the term of this Agreement in the minimum amount of ONE MILLION DOLLARS (\$1,000,000) per occurrence with a TWO MILLION DOLLARS (\$2,000,000) general policy aggregate.
- B. **Workers' Compensation.** Workers' compensation insurance covering Easton for any and all claims that may arise against Easton 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, Easton 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) aggregate.
- C. Easton shall provide a certificate of all required 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 are the duly authorized representatives of their respective Party and are lawfully enabled to sign this Agreement on behalf of such Party.
- 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, both Parties 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 Easton and assist Easton in obtaining information and access to County or other government offices, if necessary, for Easton's performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by Easton.
- 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 (10) days of receipt of notice, this Agreement may be terminated immediately by the Party not in default.

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 _____ 2021.

**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

Easton Technical Products, Inc.

By Ann Lamb
Title President - Easton