



GOLDEN SPIKE EVENT CENTER

LICENSE AGREEMENT

Contracted By: Spartan Race, Inc.
Event: Hurricane Heat
Contact Person: Andi Hardi
Address: 234 Congress St.
Boston, MA 02110
Email Address: andih@spartan.com
Phone: (770)846-3673
Event Dates: July 25th, 2020

1. THIS AGREEMENT, made on July 21, 2020, by and between WEBER COUNTY, hereinafter called the COUNTY, and SPARTAN RACE, INC., herein after called LICENSEE.
2. The LICENSEE shall pay \$200.00 to the COUNTY for the following space and / or service:
 - A. Cross County Course @ \$500 per day: NO CHARGE
 - B. Water Jump Filled @ \$100 per jump, per day: TOTAL: \$200.00
 - C. Tables @ \$5 per table, per day, NO CHARGE
 - D. Chairs @ \$1.50 per chair, per day, NO CHARGE.*Items are optional and are not included in contract price.
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 the full contracted amount of \$200.00 on or before July 23th, 2020 by 5pm to execute this contract and hold the specified dates. Any remaining balance due will be paid within ten days following a final invoice.
6. LICENSEE has the right to access and use the facility from July 24, 2020 through July 25, 2020. 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. At no additional cost, the LICENSEE and its invitees shall have the right (x) to record the event using pictures, photos, video recordings, audiotapes, digital images, and the like (collectively, "Media"); and (y) to use the name, likeness, appearance and image of the COUNTY as such may be embodied in an Media taken by, or on behalf of, or with the consent of, LICENSEE. LICENSEE shall have complete perpetual, irrevocable, and royalty free ownership of such Media and derivative works thereof, including the entire copyright, and LICENSEE may use Media for any purpose, including illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, public display, and any promotional materials in any medium now known or later developed, including the Internet. The COUNTY hereby releases LICENSEE and its owners, directors, officers, employees, contractors, agents, representatives and Affiliates and the foregoing's respective successors, heirs and assigns from any and all claims which arise out of, or are in any way connected with, such use.

12. LICENSEE hereby assumes all liability for any third party claim, injury or damage that occurs 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 damages, liabilities, costs, fees and expenses (including all liability for bodily injury (including death), damage to property, personal injury, (collectively, "Losses"), including reasonable legal fees and expenses, arising out of, or related to, any kind of third party claims, actions or demands (collectively, "Claims"), arising out of, or related to: any breach of any warranty, representation, covenant or agreement made by LICENSEE in this Agreement. Such LICENSEE obligations shall be excluded to the extent that any Losses or Claims are the result of Weber County and/or its officers, agents, and employees.

Neither party (including its respective contractors, agents, and representatives) shall be liable to the other (whether in contract or based on warranty, negligence, tort, strict liability or otherwise) in connection with, or resulting from, this Agreement for any indirect, incidental, consequential, lost profits, reliance, punitive or special damages, even if such party was aware that such damages could result.

Furthermore, the LICENSEE shall maintain Commercial General Liability ("CGL") Insurance with contractual liability coverage to cover Licensee's 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 Weber County, whether such coverage be primary, contributing, or excess. If LICENSEE's CGL coverage is provided on a claims-made basis, LICENSEE shall maintain such policy for no less than four years after termination of this Agreement. LICENSEE shall provide the COUNTY with a certificate of insurance, verifying coverage at least one week prior to the event.

13. The COUNTY will not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but not be limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

14. WORKER'S COMPENSATION (Please initial the item that applies to your event.):

A. LICENSEES WITH EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE agrees to secure worker's compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-I-46).

B. LICENSEES WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE certifies that LICENSEE is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to worker's compensation insurance requirements. LICENSEE agrees to defend, indemnify and hold harmless the COUNTY from and against any and all workers' compensation claims.

15. LICENSEE agrees not to sublease, transfer or assign this agreement or any part thereof without prior written consent of the COUNTY. This agreement may be amended only by an instrument in writing which is signed by the parties to this agreement. This agreement shall be governed and construed by the laws of the State of Utah.

16. LICENSEE agrees to use GOLDEN SPIKE EVENT CENTER in addition to Weber County Fair Grounds in all advertising.

17. LICENSEE acknowledges that LICENSEE 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 LICENSEE's event will be made aware of the rules and regulations and agrees in their behalf to abide by such rules and regulations. INITIALS:


18. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions of the provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

This agreement constitutes the entire agreement between the COUNTY and the LICENSEE and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

In witness of the agreement between them, the parties have executed this agreement at Ogden City, Weber County, Utah, on the day and year first written above.

GOLDEN SPIKE EVENT CENTER

LICENSEE

 7-24-2020
DUNCAN OLSEN
GSEC, General Manager
Date

DocuSigned by:
 7/24/2020
1F8FA0E28CBA49B
JEFFERY CONNER
Spartan Race, Inc., CEO
Date

WEBER COUNTY, a body, corporate and politic.

WEBER COUNTY COMMISSION
Date

Attest:
RICKY HATCH
CPA, Weber County Clerk / Auditor
Date