



GOLDEN SPIKE EVENT CENTER

INDEPENDENT AGREEMENT

Event: Mountain West Pulling Nationals
Contact Person: Skyler Neibaur
Address: 111 N 3962 E
Rigby, ID 83442
Phone: (208) 670-0996
Email: skyler@livealittleproductions.com
Event Date(s): June 5-6, 2026

This Agreement is entered into by WEBER COUNTY, d/b/a Golden Spike Event Center, hereinafter called "GSEC," and LIVE ALITTLE PRODUCTIONS hereinafter called "Contractor." It is effective on the date the last party signs the Agreement, as shown at the end of the Agreement.

1. Duties and Obligations of GSEC:
 - A. Provide Racetrack
 - B. Provide Cross Country Course
 - C. Provide (35) 5ft round tables
 - D. Provide (200) chairs.
 - E. Provide event security.
 - F. Provide dirt preparation, including water, tractor, and driver as necessary.
 - G. Provide concessions (all concession revenue will be retained by GSEC).
 - H. GSEC will promote event via social media platforms.
 - I. GSEC will share marketing content, such as videos, graphics, and photos.
2. Duties and Obligations of Contractor:
 - A. Provide portable restrooms for infield.
 - B. Provide portable light towers for infield.
 - C. Provide equipment & labor to operate (blade, water truck, loader, scraper box) as necessary.
 - D. Provide personnel for the above said event to include, but not limited to, announcers, timers, secretary, judges, flag personnel, officials, and any other production personnel needed.
 - E. Handle all entries, fees, purse distributions, etc.
 - F. Provide PA system in addition to existing system
 - G. Provide ambulance/EMS services.
 - H. CONTRACTOR will promote event via social media platforms.
 - I. CONTRACTOR will share marketing content, such as videos, graphics, and photos.
 - J. CONTRACTOR will retain first \$50,000 net of sales tax/processing fees. Any amount exceeding \$50,001 net of sales tax/processing fees will be split 50/50 with GSEC. CONTRACTOR is responsible for settling with GSEC within two weeks following the last event day (June 6).
3. Contractor agrees to abide by the rules and regulations of GSEC, including all federal, state, and local laws. Contractor acknowledges that it has received a copy of the rules and regulations governing use of the GSEC 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 on their behalf to abide by such rules and regulations.

INITIALS: SN

4. Contractor hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the Contractor or arising out of Contractor's performance of this agreement. Contractor 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 Contractor 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 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. Contractor shall provide GSEC with a certificate of insurance, verifying coverage at least one week prior to the event.
5. Contractor agrees to respect the facilities provided by GSEC and further agrees to assume direct responsibility for any cost of repair or replacement of any facility damaged by the negligence of the Contractor.
6. GSEC reserves the right to provide and serve any and all food, beverage, alcohol or items related to catering. Contractor 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 GSEC authorized donated foods or those foods required by Contractors employees, volunteers, vendors, contractors, or participants due to special dietary needs. Contractor understands that no one shall provide food or beverage for anyone other than themselves. GSEC acknowledges the Contractor's limited ability to monitor and control individual participants and individual attendees bringing food onto the premises. However, Contractor acknowledges that groups or gatherings of multiple persons are to purchase food and beverage through GSEC provided services. In the event that the Contractor allows groups or gatherings to bring outside food onto the facility, GSEC will notify the Contractor with notices to cease immediately such activity and remove it from the property. If such activity continues, Contractor agrees that GSEC will apply a per incident liquidated damage fee to the final event invoice in the amount of \$100.00 per infraction.

