



GOLDEN SPIKE EVENT CENTER

LICENSE AGREEMENT

Contracted By: American Chariot Racing
Event: 2023 World Chariot Races
Contact Person: Justin Sandberg
Address: 6965 W. 5100 S.
Hooper, UT 84315
Phone: (801) 391-4567
Event Date: March 18 – 19, 2023
March 25 – 26, 2023

1. THIS AGREEMENT, made on January 13, 2023, by and between WEBER COUNTY, hereinafter called the COUNTY and AMERICAN CHARIOT RACING, herein after called LICENSEE.
2. The LICENSEE shall pay \$5,956 to the COUNTY for the following space and/or service(s):
 - A. Racetrack @ \$480/day for (4) race days. Total: \$1,920
 - B. GSEC Security Staff @ \$22/hr./employee. (3) employees will be required for this event. Est. Total: \$1,056
 - C. Sheriff Deputies @ current rates. (1) deputy will be required for each race day. Est. Total: \$880
 - D. Ambulance Service @ current rates. + 1 hr. travel time. Est. Total: \$2,100
 - E. *Fuel for track maintenance @ current rates.
 - F. *RV Sites @ \$30/site/night. (Managed by LICENSEE)
 - G. * Un-bedded Stalls @ \$15.00/each/day. (Managed by LICENSEE)
*Items are not included in contract price.
3. The COUNTY shall provide a sponsorship at \$2,662 to the LICENSEE at no cost. The following items and values are included in said sponsorship:
 - A. Rail parking, spots 1 – 149. Revenue to be retained by LICENSEE.
 - B. Paging to Barns @ \$20/day. Total Value: \$80
 - C. PA System @ \$25/day. Total Value: \$100
 - D. Crow's Nest @ \$50/day. Total Value: \$200
 - E. Tables @ \$5/table/day. Est. Total Value: \$205
 - F. Chairs @ \$1.50/chair/day. Est. Total Value: \$297
 - G. Auction Arena @ \$300/day for 4 days. Total Value: \$1,200
 - H. Cordless Mic @ \$50/event. Total Value: \$100
 - I. \$120 discount off track rental for 4 race days. Total Value: \$480
4. The LICENSEE will provide the following in trade for COUNTY sponsorship:
 - A. Recognized as "Platinum Sponsor"
 - a. Full-page advertisement in ACR World Championship programs
 - b. Full-sized banner near finish line
 - c. (2) ACR World Championship passes
 - d. (2) Season passes
 - e. (2) Rail passes
 - B. Recognized as "ACR World Championships Sponsor"
 - C. PA announcements throughout races
 - D. Social media mentions.
 - E. GSEC logo on all promotional ACR ball caps.
5. In addition to the items listed in line #2 of this contract, the LICENSEE shall provide:
 - A. Insurance as required by this contract.
 - B. Replacement cost for any GSEC damaged or unreturned property used by LICENSEE.
 - C. All track surface prep required for the event. This includes, but is not limited to providing fuel, parts, and labor for maintenance of any and all privately owned equipment used in maintenance of track.
 - D. Any and all drivers using COUNTY equipment must sign waiver and have a current CDL with tanker endorsement.
 - E. All financial costs for material and labor required for snow removal from track during races. This includes salt and providing fuel, parts, and labor for maintenance of any and all privately owned equipment used for snow removal.
 - F. A minimum of (3) portable restrooms. (2) at rail parking and (1) at barns.
6. The LICENSEE shall pay a non-refundable deposit of \$1,489.00 on or before **February 16, 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
7. LICENSEE agrees to end this event by 12 am the last day of the schedule event, and further agrees to vacate the facility no later than 1 am of the next morning. If LICENSEE vacates at a later time, LICENSEE shall pay for an additional day of rent.
8. 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.
9. 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 into the facility, the COUNTY will notify the LICENSEE with a notice 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.

