

AGREEMENT FOR USE OF FORT BUENAVENTURA

THIS AGREEMENT by and between Weber County Corporation, hereinafter called "COUNTY" and FORT BUENAVENTURA MOUNTAIN MEN- PO Box 150683, Ogden, UT 84415, 801-682-9292 - hereinafter called "CONTRACTOR" is hereby made and entered into this 23rd day of March, 2022.

Easter Rendezvous to be held:

April 14-17, 2022

April 6-9, 2023

March 28-31, 2024

1. Duties and Obligations of COUNTY:
 - A. Provide advertising for Rendezvous, including banners, printing of flyers, print ads, etc.
 - B. Provide ticket sellers/takers for event entrance control. COUNTY will retain proceeds from entrance fees for event.
 - C. Provide vendor space coordination. COUNTY will retain proceeds from vendor fees for event.
 - D. Provide camp site reservation coordination.
 1. COUNTY will retain all proceeds from camping fees.
 2. CONTRACTOR will assign Trade and Primitive Sites and resolve all conflicts that arise over such sites.
 - E. Provide mass gathering permit through the Weber/Morgan Health Department as/if required for event.
 - F. Provide port-a-johns, 6 each, for use by patrons and rendezvous participants.
 - G. Provide cooperation with CONTRACTOR for sale of rendezvous medallions. All proceeds (less sales tax) from medallion sales will be remitted to CONTRACTOR.
 - H. Canoes for canoe races.

2. Duties and Obligations of CONTRACTOR :
 - A. Provide rendezvous event organization, including all supplies, materials and prizes, through club contacts and members. Activities for Rendezvous participants and public to include, but not limited to:
 1. Black powder shooting
 2. Kids' games
 3. Knife/Hawk Throw
 4. Mountain Man/Kids Run
 5. Canoe Races
 6. Dutch Oven Cooking Contest
 7. Frying Pan Toss
 8. Candy Cannon
 9. Kids Shoot

10. Easter Egg Hunt
 11. Archery
 12. Highland Games
- B. Provide Rendezvous medallions for sale by CONTRACTOR during event. CONTRACTOR retains all proceeds from sale of medallions.
- C. Comply with all local noise ordinances. CONTRACTOR will be responsible for any and all fines and or penalties resulting from infraction of noise ordinances.

3. INDEMNIFICATION

CONTRACTOR hereby agrees to indemnify and hold harmless Weber County, it's 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 CONTRACTOR'S obligations under the indemnification section of the Agreement in the minimum of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall be primary and non-contributory to any other policy(ies) or coverage available to Weber County, whether such coverage be primary, contributing, or excess. If Vendor's CGL coverage is provided on a claims-made basis, Vendor shall maintain such policy for no less than four years after termination of this Agreement. CONTRACTOR shall provide the COUNTY with a certificate of insurance, verifying coverage at least one week prior to the event.

4. Independent Contractor. All persons employed by the CONTRACTOR in the performance of services hereunder shall be under the sole and exclusive direction and control of CONTRACTOR and for no purpose shall they be considered the employees of Weber County.
5. Assignment. The rights and obligations of the CONTRACTOR hereunder shall not be assigned by the CONTRACTOR without the prior consent in writing of the COUNTY. Otherwise, this Agreement shall be binding upon and shall inure to be benefit of the parties hereto, and their respective successors and assigns.
6. Miscellaneous Provisions.
 - A. This agreement contains the entire agreement between the parties at the time this agreement is executed. The parties agree that the execution of this agreement has not been induced by any promises or understandings or representations not expressed herein, and that there are not collateral agreements ~~between them dealing with the subject matter of this agreement.~~
 - B. All disputes or litigation arising in connection with this agreement shall be heard in the courts of the State of Utah with the prevailing party having the right to collect damages.
 - C. Governing Laws. This agreement shall be governed by the laws of the State of Utah.

7. Worker's Compensation (Please initial the one applicable to your event):

A. CONTRACTORS WITH EMPLOYEES AND/OR SUB-CONTRACTORS: CONTRACTOR agrees to secure worker's compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-1-46) and provide the COUNTY with a certificate of that insurance coverage at least one week prior to the event.

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

DATED this 23rd day of March, 2022


John Bennett, Contractor

3/23/2022
Date


Todd Ferrario, Parks Director

3/24/22
Date

WEBER COUNTY, a body, corporate and politic.

WEBER COUNTY COMMISSION Date

~~Approved as to form, Civil Department, County Attorney's Office~~

Attest: _____

Ricky Hatch, CPA, Weber County Clerk/Auditor