



GOLDEN SPIKE EVENT CENTER

LICENSE AGREEMENT

Contracted By: American Chariot Racing Association
Event: ACR Regular Season
Contact Person: Cody Gift
Address: 242 E. 2900 N.
North Ogden, UT 84414
Phone: 801-668-0503
Event Dates: January 2nd, 2021
January 9th, 2021
January 23rd, 2021
January 30th, 2021
February 6th, 2021
February 13th, 2021
February 27th-28th, 2021

1. THIS AGREEMENT, made on December 7, 2020, by and between WEBER COUNTY, hereinafter called the COUNTY and AMERICAN CHARIOT RACING ASSOCIATION, herein after called LICENSEE.
2. The LICENSEE shall pay \$7,410.00 to the COUNTY for the following space and / or service:
 - A. Race Track @ \$500.00/day for 8 race days. TOTAL: \$4,000.00
 - B. Stall Rental of Barn A @ \$2,500.00 for the regular season. Licensee is the stall manager for race days. Stalls available on race day only. TOTAL: \$2,500.00
 - C. Fuel for Track Maintenance @ current rates. TOTAL: on final invoice
 - D. GSEC Security for State Races (4 employees will be required for the State Races) @ \$18.00/employee/hour. ESTIMATED TOTAL: \$360.00
 - E. Sheriff Deputy Service for State Races (2 deputies will be required for the State Races) @ \$55.00/deputy/hour. ESTIMATED TOTAL: \$550.00
 - F. *RV Spots @ \$35.00/spot/day. These are booked directly through the GSEC.
*Items are not included in the contract price.
3. The COUNTY shall provide a sponsorship at \$4,250.00 to the LICENSEE at NO COST. The following items and values are included in said sponsorship.
 - A. Crows Nest. Valued @ \$50.00/day for 7 race days. TOTAL VALUE: \$350.00
 - B. Ambulance Service. Valued @ an estimated \$450.00/day for 7 race days. TOTAL VALUE: \$3,150.00.
 - C. Rail spots #1-149 and all revenue made from selling rail parking.
 - D. Golden Spike Conference Room. Valued @ \$75.00/day for an estimated 10 meeting days (if available on GSEC schedule). TOTAL VALUE: \$750.00
4. Additional services or equipment can be purchased at current established rates.
 - A. Catering Services at established rates.
 - B. Stadium Lighting @ \$300/day.
5. 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.
6. The LICENSEE will provide the following in trade for COUNTY Sponsorship:
 - A. Title Sponsorship to one (1) season race day. The race will be titled "Golden Spike Event Center Shriners Memorial Benefit".
 - B. One (1) full page ad to the COUNTY in daily programs for sponsorship.
 - C. Banner for all regular season races.
 - D. Social Media Mentions in all post pertaining to races taking place at the GSEC.
7. In addition to the items listed in line #6 of this contract, the LICENSEE shall provide:
 - A. All track surface prep required for the race season.
 - B. Signed waiver by any and all drivers using COUNTY equipment. Driver must have their current CDL with tanker endorsement.
 - C. All financial costs for material and labor required for snow removal from track during the race season.
 - D. Twenty (20) complimentary tickets per race date for cross promotional purposes.
 - E. Port-a-pots. Three (3) minimum. Two (2) at the rail and one (1) at the barns.
8. The LICENSEE shall pay a non-refundable deposit of \$1,850.00 on or before December 21st, 2020 to execute this contract and hold the specified dates. Any remaining balance due will be paid within ten days following a final invoice.
9. 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.
10. 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.
11. 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

