

WEBER COUNTY FAIR
AGREEMENT FOR EMPLOYMENT OF
INDEPENDENT CONTRACTOR



Contracted By: Bullfighters Only
Event: Weber County Fair – Bullfighters Only Freestyle Bullfights (hereinafter, each year a respective "Event")
Contact Person: Joey Austin
Address: 11977 US Hwy 281 North
Spring Branch, TX 78070
Phone: (817) 760-8025
Email: jd@getyourhoovey.com
Event Date: August 7, 2026
August 13, 2027
August 11, 2028

1. This agreement, made February 18, 2026, made between WEBER COUNTY FAIR, hereinafter referred to as COUNTY and BULLFIGHTERS ONLY, hereinafter referred to as CONTRACTOR.
2. This agreement covers the term of the Weber County Fair on the above dates.
3. Duties and Obligations of the COUNTY, for each respective Event:
 - A. Pay CONTRACTOR for the production of bullfights as follows: (i) \$45,250 for the 2026 Event; (ii) \$55,860 for the 2027 Event; and (iii) \$58,520 for the 2028 Event. A total of \$15,000 - \$18,000 from each Event will be set aside for added prize money. A 50% deposit for the 2026 Event is due upon completion of this agreement, with the remaining balance paid the day of the Event.
 - B. COUNTY shall retain the first \$17,000 of net revenue (after deduction of sales tax and processing fees). Any net revenue in excess of this amount shall be split 50% to COUNTY and 50% to CONTRACTOR.
 - C. Provide up to (20) hotel room nights.
 - D. Provide pens for (16) fighting bulls.
 - E. Provide access to WIFI in close proximity to Event. If hard internet line is needed, COUNTY must be notified at least two weeks before Event.
 - F. Provide booth space for BFO merchandise with 15-amp power source.
 - G. Provide sound system.
 - H. Provide Outdoor Stadium with announcer stand.
 - I. Provide skid steer or front-end loader for use. Equipment only to be operated by COUNTY employees.
 - J. Provide necessary panels, bow gates, back pens, load alley, return alley to create arena approximately 110' x 110', as well as labor in setup of arena.
 - K. Provide Event security.
 - L. Provide up to (25) complimentary tickets for CONTRACTOR Event sponsors.
 - M. Provide entrance tickets and parking passes for staff.
 - N. Provide arena dirt preparation, including water, tractor, and driver as necessary.
 - O. To the best of COUNTY's knowledge, its facilities, arena surfaces, equipment, utilities, animals, and staffing provided by COUNTY are operational, in safe working order, and compliant with applicable law or regulations.
4. Duties and Obligations of CONTRACTOR, for each respective Event:
 - A. Produce three (3)-man long round bullfights and one (3)-man short round bullfights. Event to approximately last 1.5 hours.
 - B. Provide \$15,000 - \$18,000 in added prize money (included in production fee) to contestants.
 - C. Provide (9) bullfighters, (16) approved fighting bulls, (2) judges, chute boss, bull roper, (2-3) announcers, barrel man, protection team, and any other staff necessary to produce Event.
 - D. Provide video screen, cameras/video production equipment, live video production and audio/music, music director, photographer, and videographer. CONTRACTOR shall retain exclusive ownership of all videos, photographic, audio, and digital content created in connection with the Event. COUNTY is granted a limited, non-exclusive, non-transferrable license to use approved content solely for promotion of the Weber County Fair.
 - E. Provide CONTRACTOR arena, arena wrap, and setup.
 - F. Provide pyrotechnic and effects (proper state/local permits included).
 - G. Permitted to use sponsor assets as they see fit (arena signage, video screen advertising, barrel, etc.). CONTRACTOR retains exclusive rights to all bullfighting-related sponsorships, activations, and brand integrations contemplated by this Agreement or falling under the scope of this Agreement only. COUNTY shall have no claim to sponsorship revenue unless expressly agreed by the parties in writing.
 - H. Permitted to use production assets as they see fit (production manager, hype video, promo reels, fighter bios, BFO 101, lower 1/3 graphics, production logs, judge's sheets, announcer sheets, etc.).
 - I. Provide shotgun chute.
 - J. Provide Event specific champion buckle.
 - K. Provide completed W9 to COUNTY for payment to be processed.
 - L. CONTRACTOR retains sole discretion over production, performance format, safety decisions, and CONTRACTOR's personnel selection.

5. Duties and Obligations of COUNTY and/or CONTRACTOR, for each respective Event:
 - A. Upon completion of contract, CONTRACTOR will make "Breaking News" announcement via social media channels.
 - B. Both parties will promote Event via social media platforms.
 - C. Both parties will share marketing content, such as videos, graphics, and photos.
 - D. CONTRACTOR agrees to share pictures and footage with COUNTY, including approved promotional content, but holds unlimited rights and ownership for use of all Event footage, captured by either party.
 - E. CONTRACTOR shall retain exclusive right to their sponsorship revenue and activation for the Event.
 - F. Both parties will work with local press and facilitate feature stories promoting Event.
 - G. CONTRACTOR will provide TV commercial elements to COUNTY as needed.
 - H. CONTRACTOR's athletes will be available for promotional appearances.
 - I. CONTRACTOR will livestream Event via social media platforms and/or their website.
 - J. Event will be included in Cowboy Channel rebroadcast and/or Cowboy Channel + app, subject to approval and acceptance by Cowboy Channel.
 - K. CONTRACTOR will provide a detailed marketing report at completion of Event.
 - L. Money won during Event will count toward the world standings.
6. The parties agree to comply with all Event rules and regulations, as well as all applicable federal, state, and local laws. If either party materially breaches this Agreement, whether before or during the Event, the non-breaching party shall provide written notice of such breach and allow the breaching party seven (7) days to cure. If the breach is not timely cured, the non-breaching party may terminate this Agreement for cause ("For Cause").

If COUNTY terminates this Agreement For Cause prior to the Event, CONTRACTOR shall return the Event deposit less any out-of-pocket expenses incurred by CONTRACTOR in connection with the Event prior to the effective date of Termination. If COUNTY terminates For Cause during or after the Event, CONTRACTOR shall retain the deposit and be entitled to payment on a pro-rated basis for services rendered through the effective date of termination. If CONTRACTOR terminates this Agreement For Cause, whether before or after the Event, CONTRACTOR shall be entitled to retain the deposit and to receive pro-rated compensation for services rendered through the effective date of termination. CONTRACTOR acknowledges that CONTRACTOR 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 CONTRACTOR's Event will be made aware of the rules and regulations and agrees in their behalf to abide by such rules and regulations.

INITIAL: 

7. In the event either party materially defaults on its obligations to the other under this agreement, the defaulting party agrees to assume liability for any claim, injury, damages, losses and costs, whether direct, indirect, arising out or resulting from such default. Furthermore, in the event of any breach of this agreement, the party at fault shall pay all costs of enforcing the provisions of this agreement, including costs and attorney's fees. CONTRACTOR shall also indemnify and hold harmless the COUNTY and its agents and employees from and against any and all claims arising out of or resulting from CONTRACTOR'S negligent or intentional acts or omissions related to this agreement. CONTRACTOR'S negligent or intentional acts or omissions shall also include negligent or intentional acts or omissions by any subcontractor, any person or organization directly or indirectly employed by CONTRACTOR or any subcontractor, or anyone for whose acts any of them may be liable. CONTRACTOR'S obligation to indemnify the COUNTY is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this agreement. CONTRACTOR will be required to indemnify the COUNTY to the fullest extent allowed by law, regardless of whether CONTRACTOR has sufficient insurance to cover this obligation.
8. For the duration of this agreement, CONTRACTOR shall maintain at its own expense, and provide proof of said insurance (at least two weeks prior to Event) to the COUNTY, the following types of insurance:
 - A. CONTRACTOR shall provide Commercial General Liability ("CGL") insurance with contractual liability coverage to cover its 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 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.
 - B. If CONTRACTOR sells any product to any party other than COUNTY in the performance of this agreement, CONTRACTOR shall secure products liability insurance with contractual liability coverage to cover its obligations under the indemnification section of this 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 COUNTY, whether such coverage be primary, contributing, or excess. If CONTRACTOR'S product liability coverage is provided on a claims-made basis, CONTRACTOR shall maintain such policy for no less than four years after termination of this agreement.
9. CONTRACTOR shall exercise reasonable care in its use of the facilities during the Event. CONTRACTOR shall not be responsible or liable for any loss of, or damage to, the facilities or any portion thereof, except to the extent such loss or damage is solely and directly caused by the intentional misconduct or negligence of CONTRACTOR. In no event shall CONTRACTOR be responsible for ordinary wear and tear or for damage not attributable solely to CONTRACTOR'S intentional misconduct or negligence.
10. The COUNTY reserves the right to take temporary possession and control or evacuate the premises at any time inclusive of CONTRACTOR'S activity in the premises where it is deemed necessary for the safety of the general public or any person.

11. In the performance of this agreement, the CONTRACTOR shall at all times operate as an independent contractor and not as an employee of the COUNTY. 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 the COUNTY. CONTRACTOR shall be responsible for and shall promptly pay all federal, state, and municipal taxes chargeable or assessed with respect to CONTRACTOR's employees, including, not by way of limitation, social security, unemployment, federal and state withholding, and other taxes.

12. **WORKER'S COMPENSATION** (Please initial the one applicable to your event):

 A. CONTRACTORS WITH EMPLOYEES AND/OR SUB-CONTRACTORS: CONTRACTOR agrees to secure and maintain for the entire term of this agreement worker's compensation insurance for any employee or contractor working to produce this Event (Utah Code Ann. § 34A-2-201) and provide the COUNTY with a certificate of that insurance coverage at least two weeks prior to the Event. In addition, a contractor coming from outside of Utah shall obtain and provide an extraterritorial certificate and/or Utah endorsement from an authorized officer of the industrial commission or other department of the other state that certifies the contractor is insured in the other state and that any employee or subcontractor will be covered while working in Utah. Utah Code Ann. § 34A-2-406.

 B. CONTRACTORS WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: CONTRACTOR certifies that it is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to worker's compensation insurance requirements. CONTRACTOR shall include a copy of its workers compensation coverage waiver from the Utah Labor Commission as part of this contract. Waiver applications are available at <https://webaccess.laborcommission.utah.gov/wccoveragewaivers/>. In any event, CONTRACTOR agrees to indemnify and hold harmless the COUNTY from and against any and all workers compensation claims.

13. The rights and obligations of CONTRACTOR hereunder shall not be assigned to a third party without prior consent in writing from the COUNTY. Otherwise, this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

14. CONTRACTOR shall perform its obligations in a professional manner consistent with commercially reasonable standards. CONTRACTOR shall comply with COUNTY-issued written health and safety requirements in effect at the time of the Event, including any applicable COVID-19 hygiene protocols. In the event COUNTY reasonably determines that CONTRACTOR has materially failed to meet the foregoing standards, COUNTY shall provide written notice describing the specific deficiency and allow CONTRACTOR a reasonable opportunity to cure. If CONTRACTOR fails to cure such material deficiency, the COUNTY may terminate the affected performance; provided, however, that CONTRACTOR shall be entitled to payment on a pro-rated basis for services rendered prior to termination. In no event shall payment be withheld for immaterial or subjective deficiencies.

15. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations accrued prior to the Force Majeure Event) to the extent such delay or failure is caused, directly or indirectly, by events or circumstances beyond such party's reasonable control (each, a "Force Majeure Event"). Force Majeure Events include, without limitation, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war acts, acts of God, a COVID-19 outbreak, 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. The parties shall use commercially reasonable efforts to resume performance as soon as practicable. If the Event is canceled as a direct result of a Force Majeure Event, CONTRACTOR shall be entitled to retain the respective Event deposit and any actual costs incurred in connection with the Event to the extent such costs exceed the deposit.

16. This agreement shall be governed by and interpreted under the laws of the State of Utah. All disputes or litigation arising from, or in connection with, this agreement shall be heard in the courts of the State of Utah, with venue in WEBER COUNTY.

17. This agreement contains the entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties.

18. The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision, and the remainder of the Agreement will remain in full force and effect, unless the invalidation of the term materially alters this Agreement. If the invalidation of the term materially alters the Agreement, then the parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the parties.

19. By signing, I agree that I have read and understand all information contained in this agreement.

WEBER COUNTY FAIR

CONTRACTOR

Ashton Wilson 2/26/26

ASHTON WILSON
Manager of Events, GSEC

Date

Joeey Austin

JOEY AUSTIN
Bullfighters Only

2-26-26

Date

WEBER COUNTY, a body, corporate and politic.

WEBER COUNTY COMMISSION

Date

Attest:

RICKY HATCH
CPA, Weber County Clerk/Auditor

Date