



GOLDEN SPIKE EVENT CENTER

LICENSE AGREEMENT

Contracted By: American Chariot Racing Association
Event: ACR Regular Season
Contact Person: Justin Sandberg
Address: 6965 W. 5100 S.
Hooper, UT 84315
Phone: 801-391-4567
Event Dates: December 17th, 2022
December 31st, 2022 (PRIME)
January 7th, 2023
January 14th, 2023
January 21st, 2023
January 28th, 2023
February 4th, 2023
February 11th, 2023
February 25th-26th, 2023

1. THIS AGREEMENT, made on November 16, 2022, by and between WEBER COUNTY, hereinafter called the COUNTY and AMERICAN CHARIOT RACING ASSOCIATION, herein after called LICENSEE.
2. The LICENSEE shall pay \$13,390.00 to the COUNTY for the following space and / or service:
 - A. Race Track @ \$480.00/day for 9 race days. TOTAL: \$4,320.00
 - B. Race Track Prime Rate @ \$780.00/day for 1 race day. TOTAL: \$780.00
 - C. *Fuel for Track Maintenance @ current rates. TOTAL: on final invoice
 - D. GSEC Security for State Races (3 employees will be required for the State Races) @ \$22.00/employee/hour. ESTIMATED TOTAL: \$440.00
 - E. Sheriff Deputy Service for State Races (1 deputy will be required for the State Races) @ current rates. ESTIMATED TOTAL: \$650.00
 - F. Ambulance Service @ current rates +1 hour travel time for 10 race days. ESTIMATED TOTAL: \$3,750.00.
 - G. *RV Spots @ \$30.00/spot/day. (Managed by LICENSEE). TOTAL: on final invoice
 - H. Un-bedded Stalls @ \$15.00/each/day. (Managed by LICENSEE). ESTIMATED TOTAL: \$3,450
*Items are not included in the contract price.
3. The COUNTY shall provide a sponsorship at \$2,450.00 to the LICENSEE. The following items and values are included in said sponsorship.
 - A. Crows Nest. Valued @ \$50.00/day for 10 race days. TOTAL VALUE: \$500.00
 - B. \$120.00 discount off track rental for each race. TOTAL VALUE: \$1,200.00
 - 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 Race"
 - 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 \$3,348.00 on or before December 1st, 2022 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 continues, the LICENSEE agrees that the COUNTY will apply a per incident liquidated damage fee to the final event invoice.

12. The COUNTY reserves the right to take temporary possession and control or evacuate the Premises at any time inclusive of LICENSEE's activity in the Premises where it is deemed necessary for the safety of the general public or any person.
13. In the event that the LICENSEE chooses to; sell tickets to the contracted event, sell non-food concessions on the premises, or sell items at contracted event, LICENSEE shall comply with all required permits, licenses and sales tax requirements for the city, county, and the state.
14. LICENSEE hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the LICENSEE or arising out of LICENSEE's performance of this agreement. LICENSEE 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 LICENSEE 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 LICENSEE's CGL coverage is provided on a claims-made basis, LICENSEE shall maintain such policy for no less than four years after termination of this Agreement. LICENSEE shall provide the COUNTY with a certificate of insurance, verifying coverage at least one week prior to the event.
15. The COUNTY will not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but not be limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war acts, acts of God, 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.
16. WORKER'S COMPENSATION (Please initial the item that applies to your event.):
 - A. LICENSEES WITH EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE agrees to secure worker's compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-I-46).
 - B. LICENSEES WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE certifies that LICENSEE is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to worker's compensation insurance requirements. LICENSEE agrees to defend, indemnify and hold harmless the COUNTY from and against any and all workers' compensation claims.
17. LICENSEE agrees not to sublease, transfer or assign this agreement or any part thereof without prior written consent of the COUNTY. This agreement may be amended only by an instrument in writing which is signed by the parties to this agreement. This agreement shall be governed and construed by the laws of the State of Utah.
18. LICENSEE agrees to use GOLDEN SPIKE EVENT CENTER in addition to Weber County Fair Grounds in all advertising.
19. LICENSEE acknowledges that LICENSEE 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 LICENSEE's event will be made aware of the rules and regulations and agrees in their behalf to abide by such rules and regulations. INITIALS: *JS*
20. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this contract is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions of the provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.
21. This agreement constitutes the entire agreement between the COUNTY and the LICENSEE and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

In witness of the agreement between them, the parties have executed this agreement at Ogden City, Weber County, Utah, on the day and year first written above.

GOLDEN SPIKE EVENT CENTER

LICENSEE

Duncan Olsen

 DUNCAN OLSEN
 General Manager, GSEC

11/17/22

 Date

Justin Sanberg

 Justin Sanberg
 Vice President, ACR

11-17-22

 Date

WEBER COUNTY, a body, corporate and politic.

 WEBER COUNTY COMMISSION Date

Attest:

 RICKY HATCH Date
 CPA, Weber County Clerk / Auditor

 Approved as to form, Civil Department, County Attorney's Office
 DO ap
 JG ap

ctw