

AGREEMENT  
between  
WEBER COUNTY  
And

UTOG Brewing  
Carson Foss  
Email: carson@utogbrewing.com  
Phone: 801-725-2402

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*for ad/signage space lease*

THIS AGREEMENT is between **WEBER COUNTY**, a body corporate and politic of the State of Utah ("County") and UTOG Brewing ("Lessee"). County and Lessee may be referred to jointly as the "parties."

**RECITALS**

**WHEREAS**, County owns and operates the Weber County Sports Complex facility; and

**WHEREAS**, County leases ice rink advertisement space within the Weber County Sports Complex; and

**WHEREAS**, Lessee desires to lease space within the Weber County Sports Complex subject to the terms and conditions contained herein; and

**THEREFORE**, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. LEASE SPACE

Lessee desires to lease from County [check the appropriate space]:

a 3' x 8' dasherboard space to be displayed as depicted in greater detail in "Exhibit A" attached to this Agreement

ad/signage space to be displayed as depicted in greater detail in "Exhibit A" attached to this Agreement.

lobby banners, Olympic arena, and/or NHL rink banners to be displayed as depicted in greater detail in "Exhibit A" attached to this Agreement.

Lessee shall be responsible for providing a ready to print graphic for the leased space in a form suitable for such purposes and approved by the County. All graphics, text, and print material must be approved by County prior to installation and County reserves the right to deny any graphic, text, or print material it deems inappropriate. Any changes or alterations of Lessee's material after installation shall at the expense of the Lessee.

Lessee acknowledges and agrees that County shall not be liable for any damage that occurs to Lessee's leased space as a result of normal wear and tear and/or any damage resulting from hockey and ice skating activities. In the event Lessee's graphics, text, and/or print materials become damaged and/or destroyed, Lessee shall be solely responsible for the replacement of such and shall not be entitled to reimbursement or refund of any cost associated with the cost of Lessee's lease or the cost for replacement and/or repair. Lessee further agrees to indemnify the County from any costs occurring as a result of damage to Lessee's leased space.

At the conclusion of the term of this Agreement or at the termination of this Agreement before the end of the term, all material prepared and provided by Lessee shall become the property of County.

## 2. TERM

This Agreement signed the 19<sup>th</sup> day of May, 2023 shall be effective as of the 30<sup>th</sup> day of September, 2023 upon verified dasher installation and will continue for a period of 3 years following this effective date ("Term").

## 3. CONSIDERATION

As consideration for Lessee's use of the space for the term as provided herein, Lessee shall pay to County \$1,600. This amount is due immediately upon execution of this Agreement by Lessee.

## 4. TERMINATION

- a. Termination for Default. County may terminate this Agreement for an "Event of Default as defined, upon written notice from County to Lessee.
- b. Termination by Lessee for Default. Lessee may terminate this Agreement for an Event of Default upon written notice from Lessee to County.
- c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any

material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

- d. Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Lessee or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.
- e. No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
- f. Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Lessee at least 30 (thirty) days prior to the date of termination for convenience. Lessee agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Lessee to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

## 5. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

## 6. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Lessee of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Lessee is responsible, at its sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

## 7. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

## 8. NON-FUNDING

If Lessee's performance or County's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the Weber County Commission, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to County or Lessee of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County or Lessee, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

#### 9. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

#### 10. STANDARD OF PERFORMANCE/PROFESSIONALISM

Lessee acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Lessee agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Lessee, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Lessee further agrees that it will not accept any fee or financial remuneration from any entity or person other than Weber County for its performance under this Agreement.

#### 11. INDEMNIFICATION

Lessee agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Lessee, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, Lessee's breach of this Agreement or any acts or omissions of or by Lessee, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Lessee agrees that its duty to indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County.

## 12. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

## 13. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Lessee acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Lessee agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

## 14. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

## 15. ENTIRE AGREEMENT

County and Lessee acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Lessee, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

## 31. INTERPRETATION

County and Lessee agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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In witness whereof, the Parties execute this Agreement.

**BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY**

By \_\_\_\_\_  
Gage Froerer, Chair

Commissioner Froerer voted \_\_\_\_\_

Commissioner Harvey voted \_\_\_\_\_

Commissioner Bolos voted \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

**LESSEE**

By: WJ

Title: owner

Date: 5/24/23

## **EXHIBIT A**

**LOCATION: 3x8' Dasherboard ad installed on Olympic Rink Cross-ice Boards.**