



GOLDEN SPIKE EVENT CENTER

LICENSE AGREEMENT

Contracted By: Weber State University- Campus Recreation
Event: Weber State Rodeo
Contact Person: Morgan Fradley
Address: 3992 Central Campus Dr
Department 3503
Ogden, Utah 84408-3503
(801) 626-6476
Phone:
Event Dates: March 24th-25th, 2023

1. THIS AGREEMENT, made on September 6, 2022, by and between WEBER COUNTY, hereinafter called the COUNTY, and WEBER STATE UNIVERSITY, herein after called LICENSEE.
2. The LICENSEE shall pay the following to the COUNTY for the following space and / or service:
 - A. Use of the Golden Spike Arena @ \$65/hour. ACTUAL TOTAL ON FINAL INVOICE.
 - B. Use of the Riding Arena @ \$65/hour. ACTUAL TOTAL ON FINAL INVOICE.
3. Additional services or equipment can be purchased at current established rates.
 - A. Catering Services at established rates.
 - B. Tractor Service @ \$100 per four hour block.
 - C. Unbedded Stalls @ \$15/stall/day (Licensee provides Barn Manager, and follows written barn manager guidelines)
 - D. Bagged Shavings @ current rates
 - E. Ambulance Service @ current rates plus one (1) hour travel time per performance.
 - F. RV Camping @ \$30/spot per day (includes water, sewer and electrical hook-ups- managed by LICENSEE).
4. 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.
5. The COUNTY agrees to provide a sponsorship valued at \$150.00 as follows:
 - A. Scoreboard Board @ \$50/day. TOTAL VALUE: \$100.00
 - B. Scoreboard Programming @ \$50/hour. TOTAL VALUE: \$50.00
6. The LICENSEE agrees to recognize the Golden Spike Event Center as a sponsor equal to the amount of \$150.00 on all advertisements and promotional materials recognizing sponsors to include but not limited to programs, posters, scoreboard spot, public announcements, etc.
7. No deposit is required to execute this contract and hold the specified dates; a signed contract must be returned on *December 1st, 2022* to execute this contract and hold the specified dates. Remaining balance due will be paid within ten days following a final invoice. A service charge of one and one-half percent (1 1/2%) per month shall automatically accrue to all delinquent payments. In addition, the LICENSEE agrees to pay or reimburse the COUNTY for administrative, servicing, collection and other costs incurred as a result of said delinquency or collection services.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

