



ROBERT L. AND ANNETTE MARQUARDT
FIELD HOUSE

Facility Contract

THIS AGREEMENT is entered into on this date of February 6, 2026 between the Weber State University Marquardt Field House, referred to as the Licensor and the Weber County Ice Sheet hereinafter referred to as the Licensee.

WITNESSETH:

- 1. Licensor does hereby rent the Marquardt Field House to the Licensee for a period of 9 days, Tuesday, March 24, 2026 through Saturday, April 4, 2026, for the sum of \$0 for the purpose of World Curling Championship. Licensee is responsible for the direct expenses for the WSU Police personnel for this event.*
- 2. The Licensee shall be responsible for any and all damage to the Facilities caused by Licensee, its employees and agents, and any person attending or participating in the event for which the Facilities are leased. Aside from normal (fair) wear and tear, any damages or losses resulting from an event will be assessed to the Licensee on the basis of actual cost of repair and/or replacement as determined by the University.*
- 3. The Licensee fully understands and agrees that Weber State University is not in any way responsible for any loss suffered by the Licensee in the promotion of the event and the licensing of the facilities. The Licensee specifically waives any claim against Weber State University, its employees, agents or volunteers for any loss it may suffer as a result of its use of the facilities for the event it sponsors and promotes. Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.*
- 4. The Licensee shall pay all sales and use tax that may be incurred in the process of sponsoring and promoting the event for which the Marquardt Field House has been licensed.*
- 5. The Licensee shall pay the costs for additional services requested and for all necessary staffing. The Licensor retains the right to determine the appropriate number of personnel necessary.*
- 6. All Marquardt Field House rules and regulations are incorporated in this Agreement. Such rules and regulations are included, but not limited to, those listed on the attached Exhibit A. It is the responsibility of the Licensee to assure Licensee is aware of, received, read, and understands all rules and regulations pertaining to the use of the Facilities.*

7. *The Licensee is prohibited from transferring, assigning or delegating any of its responsibilities or obligations under the license to third parties without the express written consent of the Licensor.*
8. *It is understood and agreed that any contract between the Licensee and any third party(s) sponsored by said Licensee shall be subject to any and all terms of this License Agreement.*
9. *In the event Licensee breaches any of the terms and conditions of this License Agreement, the Licensee agrees to pay all costs incurred in its enforcement including a reasonable attorney's fee and costs of court.*
10. *The terms of this agreement shall be governed by the laws of the State of Utah. Any dispute arising from this agreement shall be resolved in the Courts of the State of Utah. Licensee expressly consents to be subject to personal jurisdiction in all Courts located in the State of Utah.*
11. *The Licensee shall comply with the laws, regulations, rules and ordinances of the Marquardt Field House, Weber State University, the City of Ogden, County of Weber, State of Utah and the United States that relate in any way to the event and the use of the licensed premises. Any material violation by the Licensee of any law shall constitute a breach of this Agreement.*
12. *Licensee acknowledges that alcohol and illegal drugs are not permitted on the Weber State University Campus or in any University building per Utah State Law; this includes the Weber State University Marquardt Field House. The Licensee acknowledges that any such use or possession will constitute a breach of this agreement.*
13. *Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.*
14. *If by reason of fire, action of the elements, catastrophe or similar other cause said Premises cannot be made available by Licensor for use by the Licensee and the event shall for said reason be canceled, then each does hereby release the other from any and all claims, demands, agreements, and liabilities whatsoever that each may have had, except the Licensor shall be obligated to refund to the Licensee any advance rental payments made by Licensee to Licensor.*
15. *Every provision of this Agreement shall be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this agreement.*

LICENSEE:

Weber County Ice Sheet
c/o Weber County Commissioners Office
4390 Harrison Blvd
Ogden, UT 84403

_____ Date

LICENSOR:

Crystal Taylor

*Crystal Taylor, Director Event & Sports
Facilities*

*Jacob Cain, Associate Vice President for
Facilities Management*

Date

IN WITNESS WHEREOF, the parties have caused this contract amendment to be signed by their duly authorized representatives:

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

Marquardt Field House
Exhibit "A"

Licensee agrees that this document shall be incorporated and included with the terms and conditions as listed in the attached Facility Contract. The Licensee further agrees its' agents, volunteers and participants will abide by the following rules and regulations of the Weber State University Marquardt Field House:

- No Food WAIVED FOR THIS EVENT
- No Drinks WAIVED FOR THIS EVENT
- No Spitting
- No Chewing Gum
- No Sunflower Seeds
- No Tobacco Products
- No Steel Baseball Cleats
- No Long Track Spikes