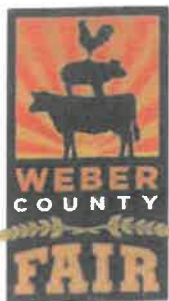


**WEBER COUNTY FAIR**  
**AGREEMENT FOR EMPLOYMENT OF**  
**INDEPENDENT CONTRACTOR**



Contracted By: Bullfighters Only  
Event: Weber County Fair – Bullfighters Only Freestyle Bullfights  
Contact Person: Dan Chapa  
Address: 11977 US Hwy 281 North  
Spring Branch, TX 78070  
Phone: (817) 760-8025  
Email: [dchapa@getyourhooey.com](mailto:dchapa@getyourhooey.com)  
Event Date: August 12, 2022  
Setup Date: August 12, 2022

1. This agreement, made February 15, 2022, made between WEBER COUNTY CORP, 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:
  - A. Pay CONTRACTOR \$50,000 for production of bullfights. A total of \$15,000 - \$18,000 will be set aside for added prize money. A 50% deposit is due upon completion of this agreement. Remaining balance will be paid the day of the event.
  - B. COUNTY will retain first \$16,000 net of sales tax/processing fees. Any amount exceeding \$16,000 net of sales tax/processing fees will be split 50/50 with 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.
  - 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 CONTRACTORS use. CONTRACTOR required to complete Hold Harmless waiver in order to operate COUNTY equipment.
  - J. Provide necessary panels, bow gates, back pens, load alley, return alley to create arena approximately 110'x110', as well as labor in setup of arena.
  - K. Provide event security.
  - L. Provide complimentary seating 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.
4. Duties and Obligations of CONTRACTOR:
  - 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.
  - 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.).
  - 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, judges 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.
5. **Duties and Obligations of COUNTY and/or CONTRACTOR:**
  - 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, 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 Chanel + 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. CONTRACTOR agrees to abide by the rules and regulations of the FAIR, including all federal, state, and local laws. If CONTRACTOR violates any terms of this agreement, either before or during the event, FAIR may terminate this agreement, not allow the performance, pro-rate, or make no payment, provided CONTRACTOR has been given written notice of violation and five (5) calendar days to cure. 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: **DC**

7. In the event the CONTRACTOR defaults on its obligations to the COUNTY under this agreement, CONTRACTOR agrees to assume liability for any claim, injury, damages, losses and costs, whether direct, indirect, or consequential, 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 will sell 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 agrees to respect the facilities provided by the COUNTY and further agrees to assume direct responsibility for any cost of repair or replacement of any facility damaged by the negligence of the CONTRACTOR.
10. The COUNTY reserves the right to take temporary possession and control or evacuate the premises at any time inclusive of CONTRACTORS 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.

**DC** 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. Due to the importance and community nature of the event, we require excellence of any CONTRACTOR. Sensitivity, proficiency, and good taste are among the requirements for excellence. Cleanliness will be required as a COVID-19 hygiene precaution. The COUNTY reserves the right to work with any CONTRACTOR failing to meet these requirements in order to correct the situation and, failing correction, to cancel any performance or future performance, pro-rate, or make no payment.
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 resulting 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.
  - A. COVID-19 Cancellation Clause: In the event that local, state, or federal policies, restrictions, or regulations due to COVID-19 prevent the event from taking place due to substantial attendance limitations, financial hardships, or an outright ban on the event, either party may provide written notice of cancellation to the other party, subject to the following: (i) if the canceling party provides the other party written notice of cancellation at least (10) days prior to the event, the deposit and any balance paid to the CONTRACTOR for 2022 will be refunded in full; or (ii) if the cancelling party provides the other party written notice of cancellation less than (10) days prior to the event, the deposit and any balance paid to the CONTRACTOR for 2022 will be refunded in full minus CONTRACTOR's actual costs, whether arising from the event or the cancellation of the event, all of which CONTRACTOR will be entitled to retain. The COUNTY agrees that the refund of the deposit and/or the total balance, minus actual costs, as applicable, is the only liability to the CONTRACTOR, and expressly waives its right to seek any other damages or compensation.
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  
 Manager of Events, GSEC  
 Date 2/28/22

  
 BAN CHAPA  
 Bullfighters Only  
 Date 2/28/22

WEBER COUNTY, a body, corporate and politic.

\_\_\_\_\_  
 WEBER COUNTY COMMISSION      Date

Attest: \_\_\_\_\_  
 RICKY HATCH  
 CPA, Weber County Clerk/Auditor      Date

