



GOLDEN SPIKE EVENT CENTER

AGREEMENT FOR EMPLOYMENT OF INDEPENDENT CONTRACTOR


Contracted By: Kim Whimpey
Event: Intermountain Ice Breaker Rodeo – Stall & RV Manager
Contact Person: Kim Whimpey
Address: 2456 W 3300 N
Ogden, UT 84404
Phone: (801)391-0852
Event Dates: March 4 – March 9, 2024

1. This agreement, made February 27, 2024, made between GOLDEN SPIKE EVENT CENTER, hereinafter referred to as COUNTY and **KIM WHIMPEY**, hereinafter referred to as CONTRACTOR.
2. This agreement covers the term of the Intermountain Ice Breaker Rodeo on the above dates.
3. Duties and Obligations of the COUNTY:
 - A. Pay \$2,000 to manage stalls and RV's at the Intermountain Ice Breaker Rodeo, 8:00am, March 4 – Noon, March 9, 2024.
4. Duties and Obligations of CONTRACTOR:
 - A. Perform duties as the stall and RV manager for the Intermountain Ice Breaker Rodeo at the Golden Spike Event Center, March 4 – March 9, 2024.
 - B. Return W9 filled out for payment to be processed.
5. CONTRACTOR agrees to abide by the rules and regulations of the GOLDEN SPIKE EVENT CENTER, including all federal, state, and local laws. If CONTRACTOR violates any terms of this agreement, either before or during the event, GOLDEN SPIKE EVENT CENTER may terminate this agreement, not allow the performance, pro-rate, or make no payment. 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 duties will be made aware of the rules and regulations and agrees in their behalf to abide by such rules and regulations.
INITIAL: *KW*
6. 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.
7. CONTRACTOR agrees to respect the facilities provided by the GOLDEN SPIKE EVENT CENTER and further agrees to assume direct responsibility for any cost of repair or replacement of any facility damaged by the negligence of the CONTRACTOR.
8. The COUNTY reserves the right to provide any and all food, beverage, alcohol, or items related to catering. The CONTRACTOR 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 CONTRACTORS employees, volunteers, vendors, contractors, or participants due to special dietary needs. The CONTRACTOR understands that no one shall provide food or beverage for anyone other than themselves. The COUNTY acknowledges the CONTRACTORS limited ability to monitor and control individual participants and individual attendees bringing food onto the premises. However, CONTRACTOR acknowledges that groups or gatherings of multiple persons are to purchase food and beverage through COUNTY provided services. In the event that the CONTRACTOR allows groups or gatherings to bring outside food onto the facility, the COUNTY will notify the CONTRACTOR with notices to cease such activity immediately and remove it from the property. If such activity continues, the CONTRACTOR agrees that the COUNTY will apply a per incident liquidated damage fee to the final event invoice.

9. 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.
10. The rights and obligations of CONTRACTOR hereunder shall not be assigned to a third party without prior consent in writing from the GOLDEN SPIKE EVENT CENTER. Otherwise, this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
11. 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. The GOLDEN SPIKE EVENT CENTER 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.
12. 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.
13. This agreement contains the entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties.
14. 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.
15. By signing, I agree that I have read and understand all information contained in this contract.

GOLDEN SPIKE EVENT CENTER

CONTRACTOR

 2/28/24
 DUNCAN OLSEN Date
 General Manager, GSEC

 2-27-2024
 KIM WHIMPEY Date
 Stall & RV Manager

WEBER COUNTY, a body, corporate and politic.

_____ Date

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

___ Approved as to form, Civil Department, County Attorney's Office
 ___ AK ap
 ___ AW ap
 ___ DO ap