

WEBER COUNTY'S OGDEN MUSICAL THEATRE AGREEMENT FOR SERVICES

- 1. Names and address of parties. This Agreement made on the day of thouse, 2024, by and between WEBER COUNTY, hereinafter referred to as COUNTY, and Mitch Tarbox, whose address is 394 S. Joshua at the way swill by 6403 Thereinafter referred to as CONSULTANT.
- 2. County hereby engages the services of CONSULTANT in the capacity of **Props** for the production of **The Hunchback of Notre Dame**.
- 3. Duties and Obligations of CONSULTANT:
 - A. CONSULTANT agrees to perform the duties listed in Exhibit A.
- Duties and Obligations of the COUNTY:
 - A. CONSULTANT shall be paid \$200.00 for services rendered. Payment shall be made no sooner than February 23rd, 2024.
- 5. In the performance of this Agreement, the CONSULTANT shall at all times operate as an independent contractor and not as an employee of the COUNTY. All persons employed by the CONSULTANT in the performance of services hereunder shall be under the sole and exclusive direction and control of CONSULTANT. And for no purpose shall they be considered the employees of the COUNTY. CONSULTANT shall be responsible for and shall promptly pay all federal, state, municipal taxes chargeable or assessed with respect to CONSULTANT's employees, including, not by way of limitation, social security, unemployment, federal and state withholding, and other taxes.
- 6. The rights and obligations of the CONSULTANT hereunder shall not be assigned by the CONSULTANT without prior consent in writing of 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.
- 7. 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 attorney's fees.
- 8. This Agreement contains the entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties, except by a written amendment signed by both parties.



IN WITNESS WHEREOF the parties to this Agreement have executed the same as of the day and year first above written.

Dated this 16 day of February, 2024. CONSULTANT Mitch Tarbox Date **BOARD OF COUNTY COMMISSIONERS** OF WEBER COUNTY James Harvey, Chair Commissioner Harvey voted Commissioner Froerer voted Commissioner Bolos voted ATTEST:

Ricky Hatch, CPA, Weber County Clerk/Auditor