

**WEBER COUNTY CORPORATION CONCESSION CONTRACT
FOR NORTH FORK PARK
Contract No.**

THIS AGREEMENT ("Agreement") is entered into by and between Weber County Corporation hereinafter called "County" and Mule's Ear Outdoor, LLC, hereinafter called "Concessionaire." For the purposes of this Agreement, the address of the County is 1181 N. Fairgrounds Drive, Ogden, UT 84404, and the address of the Concessionaire is 4847 W 50 South, West Point, UT 84015.

- 1. EFFECTIVE DATE/CONTRACT TERM:** This Agreement shall be effective as of the 27 day of October, 2025 and will continue for a period of three years following the effective date ("Term").
- 2. CONTRACT BINDING:** This agreement shall not become binding on the County until it has been signed by all persons and agencies required by law, and the County shall not be liable for payments for any goods or services to be provided or any other commitments hereunder until this agreement has been fully executed.
- 3. CONCESSION GRANTED:** By granting this concession, the County authorizes and requires the Concessionaire to develop and operate a Bike/Ski concession at North Fork Park. The address of the Bike/Ski concession at North Fork Park is 4150 E 5950 N, Liberty, UT 84310. The Concessionaire accepts, for all purposes, the premises in its present physical condition, upon occupancy. The Concessionaire, at its own expense and liability, shall make all improvements necessary to perform this contract. The Concessionaire shall operate the concession so as not to interfere with public use of North Fork Park.
- 4. CONCESSION PROPERTY:** At its own expense, the Concessionaire shall acquire all personal property the Concessionaire needs to operate the concession and perform this contract. The Concessionaire shall own this personal property. The Concessionaire shall be responsible for the maintenance and repairs of its own personal property and the repairs to any County property damaged as a result of the negligence of a Concessionaire's employee or customer. The Concessionaire shall maintain all of its personal property in a first-class manner throughout the term of this agreement.
The term "first-class" shall mean free from any defects, in a safe condition, clean or otherwise maintained to the satisfaction of the County.
- 5. CONTRACT JURISDICTION:** The provisions of this contract shall be governed by the laws of the State of Utah and the ordinances of Weber County, Utah.
- 6. TAXES AND ASSESSMENTS:** The Concessionaire shall pay all applicable taxes, fees or assessments levied against the square footage of the concession premises occupied by Concessionaire. The Concessionaire shall pay all taxes on goods, merchandise, fixtures, appliances and equipment owned or used therein.
- 7. RECORDS ADMINISTRATION:** The Concessionaire shall maintain all records necessary to properly account for all monies received by the Concessionaire through the operation of this concession. The Concessionaire agrees to maintain these records for at least four (4) years after the contract terminates, or until all audits initiated within the four (4) years have been completed, whichever is later. The Concessionaire also agrees to allow County Staff, access to all records relating to this contract, for audit and inspection, and monitoring of payments. Such access will be during normal business hours, or by appointment with advance notice.
- 8. INDEPENDENT CONCESSIONAIRE:** The Concessionaire shall be an independent Concessionaire, and as such, has no authority, express or implied, to bind the County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to represent itself as an agent for the County, except as herein expressly allowed. Persons employed by the County and acting under the direction of the County shall not be deemed to be employees or agents of the Concessionaire. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Concessionaire and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Concessionaire and County shall each make all commercially reasonable efforts to inform all persons with whom they are

involved in connection with this Agreement that both are independent contractors.

9.
 - A. **SUB-LEASES:** All sub-leases shall have prior, written approval of the County. All sub-leases shall be subject to the general Concessionaire's contract requirements in regard to insurance, fees, terms, etc. Sub-lessor's compliance with contract terms shall be the sole responsibility of the Concessionaire. The Park Manager may work through the Concessionaire to resolve any problems/concerns with the sub-lessee.
 - B. **SUB-CONTRACTORS:** The County may review all sub-contractors for legal compliance and consistency with this agreement.
10. **EASEMENTS:** This concession contract, concession premises and the Concessionaire's rights therein, are subject to all easements or right-of-ways that may exist within North Fork Park or within concession premises. The County may at any time create additional easements or right-of-ways over, under, along, and across the concession premises, and may do so without compensating the Concessionaire. In exercising these rights, the County shall take reasonable steps to minimize any interference with operation of the concession.
11. **EQUAL OPPORTUNITY CLAUSE:** The Concessionaire agrees to abide by the provision of Title VI and VII of the Civil Rights Act of 1964 (42USC2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CAR 90, which prohibits discrimination on the basis of age; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicapped, and Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
12. **INDEMNITY CLAUSE:** Concessionaire hereby assumes the liability for any claim, injury, or damage that occurs in or on the premises controlled exclusively by the Concessionaire or arising out of the Concessionaire's performance of this agreement. Concessionaire hereby assumes all liability for any claim, injury, or damage that occurs in or on the portion of the premises that is controlled exclusively by the Concessionaire or arising out of Concessionaire's performance of this agreement. Concessionaire hereby agrees to indemnify and hold harmless the County, it's officers, agents, and employees, from and against any and all liability for bodily injury (including death), damage to property, personal injury, claims, losses, damages, costs, expenses(including reasonable attorney's fees), and lawsuits arising from, or alleged to arise from, activities which are subject of this agreement.

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

13. **INSURANCE:** The Concessionaire, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms if applicable, the following minimum insurance coverage:
 - A. Workers' compensation and employer's liability insurance as required by the State of Utah.
 - B. Commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate.
 - C. Commercial automobile liability insurance that provides coverage in the minimum amount of \$100,000 per occurrence per person/ \$300,000 per accident / \$50,000 property damage OR single combined limit of \$500,000.
—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—
The Contractor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, the County shall not require the Contractor to provide commercial automobile liability insurance.
 - D. The policy shall also contain an extended- reporting-period provision or similar "tail" provision that keeps full insurance in force for claims reported up to three (3) years after this contract expires or is completed or terminated. The insurance policy shall be endorsed to add the County as an insured.
 - E. If, in connection with the concession contract or otherwise in connection with the concession premises, the Concessionaire rents, leases, or lets recreational equipment, including, but not limited to, watercraft, off highway vehicles, horses, etc., the Concessionaire shall provide renter with a rental agreement which renter shall agree to and sign. The rental agreement shall name the County as released of all liability renter incurs in connection with the use operation of said equipment. Rental agreements utilized by the Concessionaire shall receive prior written approval of the County.

14. **REVERSAL:** Ownership of all improvements constructed by the Concessionaire upon the Premises shall remain the Concessionaire's until termination of this contract. Upon termination, whether by expiration of term, cancellation or forfeiture, all rights of ownership and possession of said improvements shall vest in the County. In the event demand for the removal of said improvements is given thirty (30) days prior to cancellation date, and the Concessionaire fails to remove the structures and restore the area to its natural condition, the County may sell, remove or demolish said improvements. The Concessionaire shall reimburse the County for all costs in connection of said sale, removal or demolition.
15. **PROPERTY DESTRUCTION:** If the Concessionaire's personal property is damaged or destroyed, the Concessionaire, at its own cost, shall restore or rebuild the premises as soon as possible and shall resume operation of the concession as soon as possible. The Concessionaire's duty to restore and rebuild shall be excused only if the County specifically excuses it in writing, in which case the County may declare the contract terminated. Such termination shall not forgive or extinguish any other outstanding obligations or breaches.
16. **COMPLIANCE WITH LAWS:** The Concessionaire shall comply with all federal, state, county and municipal laws, ordinances or regulations that are applicable to the area of operation authorized by this agreement. The Concessionaire shall abide by, and the concession shall be operated in accordance with the rules and regulations established by the County and its administrative staff.
17. **SAFETY:** It is the Concessionaire's responsibility to keep the concession area safe. The Concessionaire shall immediately notify the County of any unsafe condition of the concession premises, as well as any unsafe practices occurring thereon, and work with the County to correct that practice or condition. The Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof because of illness or injury occurring on or from the concession premises. The Concessionaire shall cooperate fully with County and law enforcement offices in the investigation of any accidental injury or death occurring on or from the concession premises, including a prompt report thereof to the County.
18. **INSPECTION OF PREMISES:** In its discretion the County may enter and inspect the concession premises at any time, and the Concessionaire shall cooperate in the inspection. The Concessionaire's duties under this contract, including the duty to keep the concession premises safe, shall not be lessened or affected if the County either inspects or does not inspect the premises at any time. The County assumes no responsibility or liability for inspecting or not inspecting the premises.
19. **ENFORCEMENT:** The Division Director of Parks and Recreation has the authority to enforce this agreement on behalf of the County and may authorize other County employees to help administer this agreement.
20. **SEVERABILITY:** The provisions of this contract shall be severable such that if any provision is invalid, unenforceable, or waived, the remaining provision shall remain in full force to the extent possible.
21. **DEBARMENT:** The Concessionaire certifies that neither it nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Concessionaire cannot certify this statement, attach a written explanation for review by the County.
22. **RECOGNITION OR MODIFICATIONS:** This contract may be changed only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract
23. **ASSIGNMENTS:** Unless the County gives its prior written consent, the Concessionaire shall not assign or otherwise transfer this contract or any use, right, duty or interest arising from this contract. Any unauthorized assignment or transfer shall be void or voidable at the County's discretion.
24. **WAIVER:** Any waiver by the County of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained; nor shall failure on the part of the County to require exact, full and complete compliance with any of the covenants, conditions, or terms of agreement herein contained be

construed as in any manner changing the terms of this agreement or stopping the County from enforcing its full provisions thereof.

No delay, failure, or omission of the County to re-enter the concession premises or to exercise any right, power, privilege or options arising from any default nor any subsequent acceptance of payments, then or thereafter accrued shall impair any such right, power, privilege or option or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to the concessionaire shall be required to restore or revive "time of the essence" after the waiver by the County of any default.

No option, right, power, remedy or privilege of the County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the County by this agreement shall be cumulative.

25. **ENTIRE AGREEMENT:** This document, including any attached exhibits, constitutes the entire agreement between the County and the Concessionaire for the concession and use granted at North Fork Park. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked; as it has been the intention of the parties to provide for a complete integration within the provisions of this document. The unenforceability, invalid, or illegality of any provision (s) of this agreement shall not render the other provisions unenforceable, invalid or illegal.
26. **COUNTY REGULATIONS:** It is understood that North Fork Park shall be operated in accordance with the rules and regulations established by the County's Administrative Staff. Said rules and regulations are designed for the protection of the visitors and facilities at North Fork Park, and to provide for emergency conditions that from time to time may require North Fork Park, including the concession area, to close temporarily (e.g., because of weather conditions, overcrowding or other conditions requiring immediate action on the part of the Parks Manager).
27. **STANDARD OF PERFORMANCE/PROFESSIONALISM:** Concessionaire acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement and agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Concessionaire, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County.
28. **NORTH FORK PARK USE FEES:** Notwithstanding any other provision contained herein, the County shall have the right to collect use fees in the amount determined by the County for public use of the facilities provided at North Fork Park.
29. **TERMINATION:** Unless otherwise stated in the special terms and conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangement set forth herein for approved services rendered to date of termination.

Termination of this contract shall not extinguish or forgive any obligation, debt or breach, and shall not preclude any cause of action or any other remedy.
30. **NOTICE OF TERMINATION:** Notice of termination for default or breach of contract shall be as follows. The County shall give the Concessionaire ninety (90) days notice by certified mail of the date set for cancellation, the grounds, and that an opportunity to be heard will be afforded on or before said date if request is made by the Concessionaire.
31. **FORCE MAJEURE:** If either party is delayed or prevented from performing this agreement by reason of acts of God, strikes, lockouts, labor disputes, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial loss or inability excepted), performance of such act shall be excused for the period of the delay.
32. **HEADINGS:** Section headings in this contract are intended for convenience only. They shall not be basis for construing the contract.

33. NON-APPROPRIATION OF FUNDS: To the extent this contract requires the County to incur debt or spend money, this contract shall be enforceable against the County only if the County Commission provides the necessary funding therefore. If sufficient funds are not appropriated or are otherwise unavailable, the County may terminate this contract, without penalty, by giving thirty (30) days written notice.

34. USE OF PREMISES: The designated premises shall be used by the Concessionaire only for the operation of facilities as described herein. The Concessionaire shall offer the following services:

- A. Equipment Rental's and repair services for Skis and Bikes.
- B. Selling goods in store.
- C. Private lessons, concessionaire will coordinate with Ogden Nordic.
- D. Assist in organization and facilitation of events.

35. OPERATION HOURS: Concession to be open during special events (to be submitted to Concessionaire by Park Manager prior to the event). The operating hours of the special events may vary from normal operating days and hours. Operating hours in addition to listed above shall be determined by Division Director of Parks and Recreation and coordinated with Concessionaire.

Concession operating hours may also be altered by County for special events held at North Fork Park, which require exclusive use of the North Fork Park and require the closure of the Concession.

36. FEES: The Concessionaire shall pay the County 7% of the gross receipts received from or through operation of the concession.

The Concessionaire shall provide to the County a sworn or verified monthly gross receipts report, showing any amount due and payable to the County. Any payment due shall be included with said report. The monthly reporting period shall be by a current year calendar month. Payment shall be made to the County on or before the fifth of each month. Late payments may be subject to an interest charge of 2% monthly on the balance due the County.

Payments shall be made to the order of Weber County and delivered to the Weber County Parks Office.

37. ACCOUNTING RECORDS: The Concessionaire shall maintain a method of accounting in accordance with generally accepted accounting principles and procedures, which, to the satisfaction of the County, shall correctly and accurately reflect the gross receipts and disbursements of the Concessionaire. The method of accounting, including bank accounts established for the concession, shall be separate from the accounting system used for any other business operated by the Concessionaire or for recording the Concessionaire's personal financial affairs. Such method shall include the following documents:

- A. Regular books of accounting such as general ledgers of County approved computer accounting programs.
- B. Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- C. State and Federal income tax returns, and sales tax returns.
- D. Cash register tapes (daily tapes may be separated but shall be retained so that from day to day the sales can be identified).
- E. Any other reporting records that the County deems necessary for proper reporting of receipts.

All sales shall be recorded by means of written receipts or cash registers which publicly display the amount of each sales and automatically issue a customer's receipt or certify the amount recorded in a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating cannot, in either case, be reset, and in

addition, a tape located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register shall be made a matter of daily record.

All documents, books and accounting records shall be open for inspection so that the accuracy of the above records can be confirmed. If the report of gross receipts made by the Concessionaire should be found to be less than the amount of gross receipts disclosed by such audit, the Concessionaire shall pay the delinquent amount within thirty (30) days notice of deficiency.

Interest at the rate of 2% monthly will be added.

The Concessionaire shall provide to the County a sworn or verified yearly income statement, an annual profit and loss statement and a balance sheet. The annual financial statements shall be submitted within sixty (60) days of the close of the current year.

- 38. PROVISIONS FOR SERVICES, AND MAINTENANCE:** The Concessionaire shall be responsible for, and bear all costs of, all services, and maintenance of the concession premises that are exclusively within the control of the Concessionaire.

Sanitation: The Concessionaire shall provide all equipment and materials necessary, including trash receptacles of the size, type and number required by the County, to maintain the concession premises in a sanitary condition. No substance constituting a fire hazard or detriment to public health shall be permitted.

Maintenance: The Concessionaire shall maintain the concession premises in good condition, and shall perform all repairs to and replacement of all improvements to the satisfaction of the County. This shall include, but not be limited to, painting, solid waste removal.

The County shall maintain the restrooms adjacent to the concession and grounds surrounding the concession in good condition. This shall include but not be limited to snow and ice removal; cutting and maintaining grass, shrubs, and trees. The County shall ensure the good condition of the parking area during all special event hours during which the concession is required to be open pursuant to paragraph 35.

- 39. CONCESSIONAIRE STAFF:** The Concessionaire shall maintain an adequate and proper staff and shall not engage in, or permit employees to engage in, any behavior that the County deems to be detrimental to the public patronizing the North Fork Park or to any County employee. The Concessionaire shall designate one member of the staff as the Concession Manager with whom the Park Manager may deal on a daily basis.
- 40. SIGNS:** All signs that the Concessionaire wishes to place on the concession premises must be approved in advanced and in writing by the County. The County may place its own signs within the concession area, provided that said signs do not interfere with the reasonable business activities of the Concessionaire.
- 41. SECURITY:** The Concessionaire shall be responsible for all security and surveillance of concession premises. The Concessionaire may install at its own expense any legal device or equipment designed for the purpose of protecting the concession premises from theft, burglary or vandalism provided that prior, written approval is obtained from the County. Any County provided security patrol shall be limited by and subject to the patrolling activities normally performed by the County.
- 42. NOTICE:** Any notice to be given to either party shall be delivered personally or mailed by certified mail, return receipt requested, to the appropriate addresses listed below. Any change in mailing addresses shall be designated in writing to the other party.

Mule's Ear Outdoor, LLC
4847 W 50 S
West Point UT, 84015

Weber County Parks Department
1181 N. Fairgrounds Drive
Ogden, UT 84404

Both parties hereto represent they have read this Agreement, understand it, agree to be bound by all terms and conditions stated herein,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Sharon Bolos, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Bolos voted _____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor

Mule's Ear Outdoor, LLC

By:  _____
Chase K. Christiansen

Its: _____
Owner

Date: 10/27/2025