

**NON-EXCLUSIVE LICENSE AGREEMENT
FOR WASATCH COUNTY FACILITIES**

This Non-Exclusive License Agreement (hereinafter "Agreement") is made by and between **WASATCH COUNTY PARKS & RECREATION, SSD** a political subdivision of the State of Utah (hereinafter "County or WCPR"), and _____

- A. The County and/or WCPR owns and operates the property and/or facility commonly known as: Wasatch County Event Complex as well as the associated structures, equipment, etc. (hereinafter "Facility").
- B. The Licensee desires to use the said Facility for a proposed activity.
- C. The type and nature of the Licensee's proposed activity have previously been reviewed by the appropriate WCPR representatives and found to be an appropriate and acceptable activity for the venue. A brief description of the proposed activity is as follows (use additional sheets if necessary):

- D. WCPR is willing to permit the Licensee to use the Facility upon the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and the mutual benefit that will accrue to the parties pursuant hereto, the parties agree as follows:

Portions of facility to be used. The Wasatch County Event Complex is a large venue. Each portion of the Event Complex to be used by Licensee must be selected below. Charges are assessed for use of each area of the Facility.

Grant of Non-Exclusive License to the Licensee. Subject to all other terms and conditions of this Agreement, County hereby grants to Licensee a non-exclusive, revocable license to use the following facilities, property.

Select all that apply

Entire Facility () \$3000.00 per day

Outdoor Facility () \$750.00 per day

Indoor Arena: () \$1500.00 per day () \$2500.00 with Floor

Warm up Arena () \$500.00 per day

Indoor Stalls (\$20.00 per night Cleaning Fee \$ 30.00)

Other Areas () Explain Below: Price will be determined by areas used

Daily fees include up to three tractors with operators for an eight hour shift. Any additional hours will be subject to an hourly fee of \$95.00 per hour per tractor. Unless otherwise contracted.

If the indoor facility requires the hard surface floor the fee for use, will be \$2500 for the first day \$1500.00 for each additional day.

Additional charges.

Chairs \$1.50 per chair per event Number of chairs needed ()

Tables \$4.00 Per Table per event Number of Tables needed ()

Portable sound system \$90.00 per speaker per event (___) Sound needs ()
)

Power Drops \$25.00 per circuit (___)

Partnership Terms and Conditions:

The Terms and Conditions contained herein (“Terms and Conditions”) shall govern all services associated with Licensee’s use of the Facility, and shall be a binding agreement between the WCPR and Licensee. Licensee’s use of the Facility and partnership with the WCPR is subject to and expressly limited by these Terms and Conditions and regarding the use of the Facility. These Terms and Conditions cannot be waived, modified or supplemented without the prior, express written consent of duly authorized representative of both parties.

- a. _____

1. Schedule of Authorized Use. This License is authorized to Licensee for the following dates: _____
Hours: _____

Access to the Facility at any time other than stated in this Agreement is prohibited, unless prior approval is received from Wasatch County Event Complex

2. Authorized Use. The authorized use of the Facility shall be strictly limited to the description of Licensee's proposed activity, as set forth above, and is solely for the benefit of Licensee, Licensee personnel, and guests. The Licensee shall provide its own supervision of Licensee personnel and guests while using the Facility.

3. Authorized Representative. The individual signing this Agreement is designated as Licensee's Authorized Representative, who shall schedule all activities and, who must, as a condition of use: accept responsibility for the event; assure that the Facility is used for the purpose for which it is scheduled; reimburse WCPR for damage to the Facility, including excessive clean-up costs that may occur in connection with the event; assure payment in full of all charges; and ensure that all promotion and advertising of events involving the Facility properly identify the individual or group sponsor of the event.
Resolution of Scheduling Conflicts. In the event the license schedule set forth above conflicts with the use of the Facility by WCPR personnel, any such conflict shall, at WCPR's discretion, be resolved in favor of WCPR. Notwithstanding the foregoing, the WCPR agrees to use reasonable efforts to make the Facility available to the Licensee during the contemplated times and to make reasonable efforts to avoid scheduling conflicting activities after the times for Licensee use have been established.

4. Resolution of Scheduling Conflicts. In the event the license schedule set forth above conflicts with the use of the Facility by County personnel, any such conflict shall, at the County's discretion, be resolved in favor of the County. Notwithstanding the foregoing, the County agrees to use reasonable efforts to make the Facility available to the Licensee during the contemplated times and to make reasonable efforts to avoid scheduling conflicting activities after the times for Licensee use have been established.

5. Fees. A non-refundable booking fee in the amount of \$ 200.00 must be paid when the event is scheduled. Reservations are not confirmed until a completed Agreement is approved and the booking fee is received. The booking fee will apply towards the rental fee. The rental fee for this event is \$ _____ with a security deposit of \$ 300.00. Rental fee and security deposit are due 30 days prior to the scheduled event. Failure to pay rental fee and deposit 15 days prior to event will result in automatic cancellation. In the event of termination or cancellation, fees will be refunded (less booking fee) if

notice is received by the other party 15 days prior to event. In the event Licensee terminates or cancels and notice is not received 15 days prior to event, the booking fee and security deposit will be non-refundable; WCPR reserves the right to retain the rental fee if a suitable replacement renter cannot be found for the same date and time. If Licensee must re-schedule the event, Licensee shall pay an additional booking fee. If WCPR terminates or cancels for cause, as specified in paragraph 19, without providing 15 days' notice, WCPR will refund booking fee, deposit, and rental fee; however, Licensee shall have no cause of action at law or equity for any damages suffered as a result of termination or cancellation. The deposit may be refunded within 30 days after use of the Facility, depending on satisfactory restoration of the Facility to its original condition before use, except reasonable wear and tear. WCPR reserves the right to withhold all or part of the deposit.

6. No Property Right. The license granted herein constitutes temporary permission for the Licensee to use the Facility subject to the terms and conditions imposed by this Agreement. Neither the grant nor the use of the license herein is intended to nor shall convey any form of easement or other interest in any property and no use shall ripen into any easement or other property right regardless of the duration of such use.

7. No Warranties; Inspection and Acceptance of Existing Hazards. WCPR has not made and does not make any express or implied warranty as to the Facility, nor does it make any warranty of its use for any particular purpose. Licensee acknowledges that it has been afforded an opportunity to inspect the Facility and, based upon such inspection, hereby accepts the Facility in its existing condition, subject to all existing hazards to person or property, whether natural or manmade. Based on such acknowledgment and acceptance, Licensee does hereby release and forever discharge WCPR and its officers and employees from any and all liability, claims, damages, causes of action, or expenses related to the condition of the Facility, except for liability, claims, damages, causes of action, or expenses resulting from WCPR's sole negligence.

8. Personal Rights Not Assignable. The license granted herein is personal to the Licensee alone and cannot be assigned to any other. Additionally, any responsibilities imposed on the Licensee may not be delegated without consent of the WCPR.

9. Standards of Use and Conduct. The Licensee and the Licensee's personnel shall use the Facility in Strict compliance with all applicable laws, ordinances, rules, and regulations. **No person shall possess, use, or consume any alcohol or illegal drug on any of the premises associated with the Facility.** WCPR, WCPR director, or authorized WCPR employee may require additional rules specific to the nature of the activity or to the Facility. Breach of such rules shall constitute breach of this Agreement. Such rules are *(if applicable)*: Concessionaire may obtain Beer license with approval of Wasatch County Parks and recreation Director

10. Sponsorship; Supervision; Crowd Control; Dangerous Activities; Lost or Stolen Items.
The Licensee acknowledges that the WCPR is not a sponsor of the Licensee's activities on the property. The Licensee shall be exclusively responsible for the supervision of the activities of Licensee personnel while on the property and immediately remedy any matter involving Licensee personnel or guests. WCPR shall have no duty whatsoever to supervise Licensee personnel or guests. **Licensee shall obtain Waiver of Liability forms from all participants prior to participation in activities involving significant risk to life, limb, or safety.** WCPR assumes no responsibility for lost or stolen items.

11. Indemnification. In consideration of occupying County premises and utilizing the Facility, Licensee hereby agrees, to the extent allowed by law, to release, waive, discharge, indemnify, and hold harmless Wasatch County, WCPR, or its elected officials, employees, agents, and assigns, from and against any and all claims, damages, losses, injuries, and expenses, including costs and attorney fees, arising out of or attributable to the activities of Licensee and the performance of this Agreement. This assumption of risk, release of liability, and indemnification agreement is intended to be as broad and inclusive as allowed by law. If any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Nothing contained herein shall be construed to limit any protections, immunities, or limits on liability provided County or WCPR under the State's constitution or statutes, including, without limitation, the Governmental Immunity Act of Utah, *Utah Code Ann.* § 63-30d-101 *et seq.*

12. Damage to Property. The Licensee shall neither commit nor allow waste or damage to be committed upon the Facility. In the event the Facility is damaged in any way while under the control of the Licensee, the Licensee agrees to pay the reasonable costs of repair or replacement as necessary including reimbursement to WCPR for reasonable value of in-house repair work. Drilling of holes or stakes in arenas is strictly prohibited without the direct supervision of buildings and grounds personnel. Stakes are not allowed to be used on asphalt parking areas.

13. Insurance. The Licensee shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility, insuring County, WCPR and Licensee against all liabilities for accidents in connection with Licensee's use of the Facility, and shall furnish to WCPR certificates evidencing such insurance and naming Wasatch County, Wasatch County Parks and Recreation, as additionally insured:

Comprehensive Public Liability Insurance: \$1,000,000.00 per person
\$1,000,000.00 per accident
Comprehensive Public Damage Insurance: \$5,000,000.00 per accident

The necessary insurance may be obtained through most insurance agencies. For further information and help in obtaining said insurance, please contact Jon Provost at (435) 657-3335. Licensee must obtain approval from the Parks and Rec Department as to whether the policy provides adequate insurance. The Event Complex Director may require additional insurance or may waive part or all of the requirements for insurance if satisfied that adequate safeguards exist in any particular situation.

14. Termination, Right to Refuse Reservations. Either party may terminate this Agreement without cause by providing written notice at least 90 days in advance of the date of the event. In all cases, WCPR may, without penalty, terminate this Agreement in fewer days, cancel reservations, or refuse reservations if WCPR has reason to believe the event for which the Facility is rented will or may likely violate any local, state, or federal law. WCPR reserves the right to terminate this Agreement, cancel reservations, or refuse reservations for any person or organization which it deems, in its sole discretion, to be in direct and adverse competition to County merchants or is otherwise detrimental to the health, safety, and welfare of County citizens.

15. Notices. Unless otherwise specifically provided, any notice or other communication required or permitted by this Agreement or law to either party shall be deemed validly given or made only if in writing and delivered as provided herein to an officer or duly authorized representative of the party for whom the notice or communication is intended. Such delivery shall be by hand delivery, private commercial delivery, courier service delivery, or delivery via the United States mail, duly certified or registered (return receipt requested), postage prepaid. Notice may also be given by facsimile transmission ("Fax") marked "**RUSH - PLEASE DELIVER IMMEDIATELY**" to any party, provided that receipt of such transmission shall be followed up within seventy-two (72) hours by one of the other methods authorized herein. The notice or communication shall be deemed properly addressed if addressed as follows:

If to Licensee:

If to WCPR:

Jon Provost Director Event Complex

Fax: 435-657-1072

Any party may, from time to time, by written notice to the other as provided above, designate a different address and/or Fax number which shall be substituted for that specified above.

16. Attorneys' Fees. In the event WCPR institutes an action or proceeding for the failure of Licensee to perform its obligations in this Agreement, Licensee shall pay to WCPR reasonable attorney fees, as determined by the average hourly rate of a local attorney with the same level of expertise and experience, and costs and expenses incurred in such action or proceeding.

17. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any third party beneficiary of any provision of this Agreement. No such benefit to any party is intended and is hereby specifically disclaimed.

18. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior agreements, representations, or understandings between them relating to the subject matter thereof. All preceding agreements relating to the subject matter hereof, whether written or oral, are hereby merged into this Agreement.

19. Severability. If any provision of this Agreement, or any application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
20. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute only one and the same instrument.
21. Amendments. The provisions of this agreement may be amended or waived only by a written instrument signed by both parties
22. Extension of contract for event. If both parties are in agreement this contract may be extended up to () three years at the terms of this agreement.

In Witness Whereof, WCPR and Licensee have caused this Agreement to be executed hereunder by their respective officers having specific authority to enter into this Agreement and to bind respectively County and Licensee.
For Wasatch County Parks and Recreation SSD:

Jon Provost
Wasatch County Event Complex Director

For Licensee:

Name:
Title: