WEBER COUTY FAIR
AGREEMENT FOR EMPLOYMENT OF INDEPENDENT CONTRACTOR

Contracted By:	McKenzie Anderson
Event:	Weber County Fair
Contact Person:	McKenzie Anderson
Address:	PO Box 358 Bear River City, UT 84301
Phone:	(435) 230-2415
Email:	[redacted]
Event Dates:	August 7th, 2019

1. This agreement, made June 11, 2019, made between WEBER COUNTY CORP, hereinafter referred to as COUNTY and **MCKENZIE ANDERSON**, hereinafter referred to as CONTRACTOR.

2. This agreement covers the term of the Weber County Fair on the above date(s).

3. Duties and Obligations of the COUNTY:
   A. Pay $100 to judge the Fiesta 4H Youth Horse Show at the Weber County Fair, August 7, 2019.
   B. Provide entrance to the Weber County Fair, August 7, 2019.

4. Duties and Obligations of CONTRACTOR:
   A. Perform duties as the Judge for the Fiesta 4H Youth Horse Show at the Weber County Fair, August 7, 2019.
   B. Return W9 filled out for payment to be processed.

5. The COUNTY reserves the right to provide and serve 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.

6. 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.

7. The rights and obligation of the CONTRACTOR hereunder shall not be assigned by the CONTRACTOR without prior consent in writing of the COUNTY. Otherwise, this agreement shall be binding upon and shall inure to be benefit of the parties hereto, and their respective successors and assigns.

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.

9. 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.

10. To witness of the agreement between, the parties have executed this agreement at Ogden City, Weber County, UTAH.

11. WORKER'S COMPENSATION **(Please initial the item that applies to your event.)**:

MA A. CONTRACTORS WITH EMPLOYEES AND/OR SUB-CONTRACTORS: CONTRACTOR agrees to secure worker's compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-I-46).

____B. CONTRACTORS WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: CONTRACTOR certifies that CONTRACTOR 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 agrees to defend, indemnify and hold harmless the COUNTY from and against any and all workers' compensation claims.

12. 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: MA

13. SEVERABILITY: It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal, or in conflict with any law of the state where made, the validity of the remaining portions of the provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

In witness of the agreement between them, the parties have executed this agreement at Ogden City, Weber County, Utah, on the day and year first written above.

WEBER COUNTY FAIR

Ashton Wilson 8/7/19

ASHTON WILSON — Date
Manager of Events, GSEC

CONTRACTOR

McKenzie Anderson 8.7.19

MCKENZIE ANDERSON — Date

WEBER COUNTY, a body, corporate and politic.

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

_____ _____
WEBER COUNTY COMMISSION — Date