

OGDEN MUSTANGS JR HOCKEY TEAM  
FACILITY AGREEMENT

This Agreement ("Agreement") effective as of (DATE), by and between (COMPANY INFORMATION) ("Company") and Weber County, ("County"), Company and County are sometimes referred to collectively as "Parties" and may be referred to individually as a "Party".

WHEREAS, Company has obtained, and is currently in operation of a "JR A" hockey team in the Ogden, Utah territory, and,

1. WHEREAS, The league runs a 56 game schedule (24 home and 32 away games in two or three game series on consecutive Friday, Saturday evenings and some Sunday afternoons) from September through March each year, The use of Facility may be available for additional games for Playoffs extending beyond March with mutual agreement of Company and County, and

WHEREAS, County owns and operates a Weber County Sports Complex ("Facility") located at 4390 Harrison Blvd in Ogden, Utah, that has all of the furnishings, fixtures and equipment necessary to host hockey games, and

WHEREAS, Company has leased the Facility in the past for its hockey games and Company is seeking to renew its lease of the Facility

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

2. Lease of Premise: County agrees to lease the Facility to Company pursuant to the terms, conditions, and covenants set forth herein.

3. Term: The term of this Agreement shall commence on the 1st of July 2020 and shall end the 31st of August 2023. At the conclusion of the term of this Agreement, the Parties may renew this Agreement for an additional 5 year term upon mutual consent and writing.

4. Fees and Payments: Company shall pay the following to County on the 15th of each month for the lease of Facility:

- a. \$200 an hour per game in an all-inclusive lease fee, with no more than a 5% increase to ice costs every 3 years. \$200 per hour /\$600 game Friday & Saturday, \$150 per hour /\$450 game Sunday
- b. \$175 per 1.25 hour practice session, with no more than a 5% increase to costs every 3 years. 1.5 hour \$200, 1.25 hour \$175, 1 hour \$150.

4. Security: Onsite Police Officers are to be provided by the Weber State University Police Department based on University standards for events and shall be arranged and paid for by the Company for all home games and events. Company shall provide their own Security for ticket door personnel, seating ushers, lobby and locker room security.

5. Advertising in the Facility: The Company will have the exclusive right to sell all signage and sponsorship in Facility except for naming rights. The net revenue from the advertising sales will be split between Company and the County with the Company retaining 75% of the revenue and the County receiving 25% of the revenue. Prior to May 1st each year, County and Company will

calculate advertising revenue to determine the appropriate split and Company will pay County its portion. Company and County shall review and agree on the sales price list for advertising prior to May 1st of each year. Company will request to County installation needs in writing prior to contracting installation at Facility.

Company shall have the right to have sponsors in place and sell or give away product in the Facility with prior approval of the County. Company shall have the opportunity to negotiate with beverage and other food suppliers for the sponsorship as well. Sponsorship food and beverage sales must be approved by County in writing prior to an agreement for sponsorship.

6. Concessions: All revenue from concessions that are sold by the Facility shall belong to the County. Company may sell merchandise on game nights at the Facility and keep all revenue therefrom.

7. Beer: County will have the sole and exclusive right to sell beer at Facility. All revenue from beer sales shall belong to the County. County provides beer sales at scheduled events only.

8. Staffing: The Company will be responsible to provide and manage its game night staff, all required major & minor officials, medical personnel and security, to include ushers, ticket takers, ticket sellers, ticket representative to trouble shoot and manage ticket system, provide season ticket sales, refunds, disputes, and communication with Company's contracted ticket provider. County schedules game staff for facility functions at the discretion of the County.

9. Ticket Sales: Ticket gate is the property of Company. Company is responsible for all ticket sales, including Box Office, ticket system, online sales, credit card processing system, required paper & supplies for ticket sellers to sell tickets to Company's event. Ticket sales, including Season Tickets, are the sole responsibility of the Company.

10. Facility Issues: While the Facility is an outstanding facility, there are some improvements that should be considered and not unreasonably denied. In the event Company believes that certain improvements should be made, Company will notify County, and County will make reasonable efforts to improve the Facility.

11. Alterations to Facility: Under no circumstances will Company, or any of its members, or volunteers, be allowed to make alterations to the Facility without written permission from the County. All improvements that are connected to the Facility become the property of County even if such changes or improvements were made by the Company. Improvements for the purpose of venue growth & advertising for the betterment of the Facility will be considered.

12. Game Time: Home game time will be negotiated by the County & Company no later than 7:30 PM, Fridays and Saturdays and 1:30 PM Sundays with a pre-game warm-up starting a half hour before. Ticketed events, Home Games, require a clear venue one hour before puck drop for the purpose of ticket sales. County agrees to schedule pre-game ice rentals based on this requirement. County will provide Company with home game availability by May 1st for each upcoming season.

13. Bag Check Policy: Bag check policy pending County approval.

14. Locker Room: The Facility currently provides the Company with an exclusive Locker Room as the Company's dedicated Locker Room and will continue to provide it throughout the duration of this Agreement at no additional charge. The three rooms, formerly known as the referee's complex, have been modified to add extra showers, toilets, portable washers, and dryer hookups. The County has agreed to allow the Company to build an equipment room, locker room, and enclose a coach's office by installing necessary walls at its own expense. The Company Equipment Room is located across the hallway from locker room entrance and is considered part of the locker room complex at no additional charge. Facility agrees to provide all visiting teams Locker Rooms #1 & #2 (adjoining "Visitor Side" locker rooms) from 5 PM – 11 PM Friday & Saturday Home Games & 11 AM – 5 PM Sunday Home Games. Facility may provide visiting team locker room access to leave gear at Facility overnight if Facility ice schedule permits. All Locker Room considerations should be sent to Facility Director via email.

15. Storage Room: Facility shall provide one-half of an existing storage room across the hallway from Company's locker room at the rate of \$500 annually. This one-half of an existing storage room is to be kept serviceable and accessible by Facility personnel and kept up to fire code at all times.

16. Office Space: Upstairs office space leased for \$400 per month, or \$4,800 annually. Company agrees to a mutually beneficial work environment. All operating costs, minus utilities, are the responsibility of the Company. Company acknowledges that access to the Facility is available one hour before and one hour after scheduled ice time on Facility web calendar.

17. Team Skate Sharpening: Professional Skate Sharpening will be provided by County to the Company not to exceed one sharpening per pair of each rostered player's skates per week at the rate of \$600 annually. Excess of this will be billed at \$8 per pair monthly. Emergency skate repair, during practice or game times, will be provided by Facility Manager on Duty to Company at no extra cost. Visiting teams may utilize this same emergency skate repair service if the need should arise and the situation deemed an emergency by Facility Director. Visiting teams will pay \$8 per pair of skates, based on Facility Manager on Duty availability.

18. Workout Room: The Company may utilize the RAMP Grant funded light-weight workout room on the premise that is owned by Facility. This room is for the mutual benefit of both Ice Hockey & Figure Skating In-House/Tier 1 user Groups at the Facility. Each In-House/Tier 1 User group acknowledges with mutual understanding that this room must be kept clean and in serviceable use at all times. This room must also be reserved through Facility Management and access may be denied based on schedule conflict of Olympic Ice Surface Rentals. In-House/Tier 1 User Groups are groups in good standing with Annual Ice Lease Agreements and approved by Facility Management.

19. VIP Room: The County reserves the VIP Room each home game for the use by the Company. The Company may have the right to rent the VIP Room during their home games to ticketed guests. The Company is responsible for all setup, required cleaning & up-keep due to use during their home games. County reserve the right to rent, schedule & use the VIP Room during all hours aside from Company Home Games. If Company wishes to reserve the VIP Room outside of game nights for their use, Company must send request in writing to County. There is no charge when Company is reserving for their sole benefit as determined by County.

20. Internet: County will provide internet for Broadcasting area (hard-lined ethernet), wireless access in the arena for guests and ticket office access. Company shall be responsible for providing their own internet for locker room, coaches' office, leased office space upstairs and merchandise stand.

21. TV and Radio: Electricity, Hard-line Ethernet internet access, for Music, Broadcasts & camera production crew will be provided at Media Area. Company services Video Board exclusively. When service is required for video board Company will submit written request to County for hours of availability to schedule repairs.

22. Exclusivity: During the term of the agreement, Company will be the exclusive ice hockey tenant of the Facility. The parties acknowledge that Weber State Club Hockey and Utah High School Hockey are exempt from this exclusivity clause. Other hockey related gate events will be allowed only upon mutual agreement.

23. Early Termination: Either party may terminate this Agreement by giving sixty (60) days written notice to the other party for any reason.

24. Additional Construction: The Company will be notified in advance of any construction plans.

25. Damage/Replacement: Company shall be responsible to repair, or replace if necessary, any and all structures, tables, signs, walls, doors, lockers, equipment, etc., that are damaged by Company and/or its volunteers during the term of the Agreement.

26. Amendments to Agreement: This Agreement may be modified only by a written amendment signed by authorized representatives of the Parties.

27. Insurance: Company shall provide the County with certificates of insurance, verifying coverage as specified below. Company shall maintain the insurance policies during the term of the agreement, and for a minimum of one year after the termination of the Agreement.

a. Company agrees to secure and maintain workers compensation insurance for any employee or sub-contractor working to provide services under this Agreement (Utah Code Ann 34A-2-201).

b. Company shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence properly endorsed to name the Facility and County as an additional insured.

c. Company shall agree to obtain products and completed operations liability insurance either as a separate policy with a limit of not less than \$1,000,000 per occurrence properly endorsed to name the Facility and County as an additional insured, or as an endorsement to the general Liability Insurance required above.

28. Indemnification: Company shall defend, indemnify, and hold County its agents and employees harmless from and against all claims, liabilities, loss and expense, including reasonable costs, expenses and attorney's fees incurred, which arise by reason of the acts or omissions of Company, its offers, agents, and employees, resulting directly or indirectly from the performance of the Agreement.

29. Independent Contractor: In the performance of this Agreement, Company shall at all times operate as an independent contractor and not as an employee of the County. All persons employed or volunteering for Company in the performance of services hereunder shall be under the sole and exclusive direction and control of Company and shall not be considered employees of the County.

30. Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of Utah. All disputes or litigations arising from or in connection with this Agreement shall be heard in the courts of the State of Utah with venue in Weber County.

31. Assignment: The rights and obligations of Company shall not be assigned to a third party without prior written consent of the County. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

32. Severability: It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the remaining provisions with be valid and enforced as of the Agreement did not contain the particular part, term or provision held to be valid.

33. Authority: The individuals executing this Agreement represent and warrant that they have full legal power and authority to enter into this Agreement described herein.

34. Waiver: The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

35. Survival: The representations, warranties, and indemnification obligations contained herein shall survive the termination of this Agreement.

36. Notices: All written communication or required notices between Company and County shall be sent by first class mail, postage prepaid, or by a nationally recognized overnight delivery to the address, or to the facsimile or email listed below:

If to Company:

Ogden Mustang  
2801 EAST 3725 North  
Layton, UT 84040

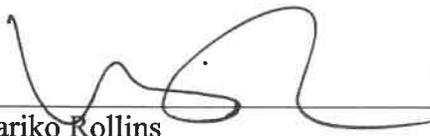
If to County:

Wese  
4390 Hanna Blvd  
Ogden, UT 84403

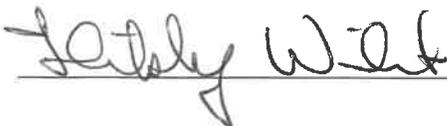
*[Signatures on Following Page]*

Weber County Sports Complex

Ogden Mustangs Jr. Hockey Team

  
 \_\_\_\_\_  
 Mariko Rollins  
 General Manager

6/19/20  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 GAGE FROERER, CHAIR  
 WEBER COUNTY COMMISSION

7-2-2020  
 \_\_\_\_\_  
 Date

WEBER COUNTY, a body, corporate and politic.

Attest: \_\_\_\_\_  
 RICKY HATCH  
 CPA, Weber County Clerk/Auditor

Date

\_\_\_\_\_  
 GAGE FROERER, CHAIR  
 WEBER COUNTY COMMISSION

Date

\_\_\_\_ Approved as to form, Civil Department, County Attorney's Office