

**LEASE AGREEMENT
BETWEEN TOOELE COUNTY AND
COUNTRY FAN FEST, INC.
FOR USE OF DESERET PEAK COMPLEX**

This Agreement is made and entered into this 7 day of April, 2016, and between TOOELE COUNTY, a body corporate and politic of the State of Utah, and COUNTRY FAN FEST, INC. (hereinafter "Lessee") regarding the lease of described venues and grounds at the Deseret Peak Complex for the purpose of a concert event.

WHEREAS, Tooele County and Lessee desire to enter into this agreement:

WHEREAS, Tooele County owns Deseret Peak and Lessee desires to use the facility as the venue for Country Fan Fest.

NOW THEREFORE, In consideration of the premises, mutual promises and covenants, and good and valuable consideration, the parties agree to the following:

SECTION 1 – LESSEE: Lessee will have use of the facilities at the Deseret Peak Complex for the purpose of Country Fan Fest with the following limitations, conditions and fees.

- A. Lessee will have use of all the Deseret Peak Complex facilities identified in Exhibit A for the dates listed in paragraph B.
- B. Lessee will have use of those portions of the facility listed in Exhibit A for the following dates of Country Fan Fest: July 14, 15, 16, and 17 of 2016. Lessee will be allowed to begin set-up/preparation of the venues listed in Exhibit A on July 8, 2016.
- C. Lessee shall obtain general liability insurance, festival insurance or special event insurance that will cover bodily injury, liquor liability, property damage, and/or personal injury related to use (authorized or otherwise) of any part or portion of the Deseret Peak Complex facility. Lessee will provide Tooele County a certificate of said insurance no less than 90 days prior to the commencement of the event. The policy will carry a minimum of \$2,000,000 per occurrence and \$3,000,000 aggregate.
- D. Lessee agrees to indemnify and hold Tooele County harmless against claims by third parties alleging injury caused by negligence, malpractice, and/or breaches of the Lessee's performance of duties within the scope of this contract.

- E. Lessee will provide Tooele County with a schedule for each day of use at the facility 90 days prior to the commencement of the event. Lessee will provide Tooele County with an updated schedule when/if Lessee makes any changes to the schedule.
- F. Lessee agrees to cover all expenses related to providing the necessary manpower and equipment for the event. This shall include, but is not limited to: security, concessions (including alcohol service with requisite licensing and certified servers, excepting the beer trailer operated by the County), garbage cleanup and removal, restroom cleaning and stocking, traffic control, ticketing, portable restrooms, and equipment.
- G. Lessee agrees to submit an event security plan to the Tooele County Sheriff's Office for review at least 90 days prior to the commencement of the event. Lessee will coordinate with the Tooele County Sheriff's Office and mutually agree upon a security plan on or before June 14, 2016 (30 days prior to commencement of the event). Lessee will hire a professional outside Security Company that specializes in large events of this type and will ensure that the security company provides a detailed security plan to the county Sheriff's Department for its review. After the parties have agreed to the security plan, Lessee may change the security plan only with the written consent of the Sheriff's Office.
- H. Lessee agrees to obtain a business license in conformity with such use as set forth in this contract from the Grantsville City no less than 90 days prior to the commencement of the event, and to pay the associated fee for said license.
- I. Lessee agrees to inform any and all partnered vendors of merchandise, services, and/or other relevant onsite enterprises of their individual need to obtain a business license in conformity with their prescribed sale of wares and/or services. Lessee further agrees to provide an electronic record (e.g. email) to the Tooele County no less than 48 hours prior to commencement of the event, detailing the partnered vendors associated with the event. Lessee also agrees to allow onsite access by staff of the same office to independently verify or audit the licensure of vendors during each day of the event.
- J. Lessee agrees to inform all food vendors/concessionaires of the need to obtain a Tooele County Health Department permit, to pay the associated fee, and to adhere to the terms of the same. This may include, but is not limited to, daily onsite inspections by staff of the Tooele County Health Department to guarantee the safe storage, handling, preparation, and service of food and/or drinks.

- K. Lessee agrees that all structures, temporary or otherwise, will be properly inspected and permitted by Grantsville City, its Inspectors, and/or staff. This includes, but is not limited to, providing fully engineered renderings and industry-standard certification and/or stamps, as well as onsite inspection of the related structure(s) in a manner that is both timely and consistent with the practices and policies of the same office. Lessee expressly acknowledges that it is Lessee's duty to submit plans, renderings, and/or drawings to Grantsville City in a timely manner. Lessee's plans will be reviewed in the order they are received. In other words, Lessee will not receive priority or preferential treatment in terms of plan review. Lessee acknowledges that any permanent improvements made at the facility will be retained by the facility.
- L. Lessee agrees to pay Tooele County a sum of \$49,500 for use of the facilities identified in Exhibit A consistent with the dates specified in paragraph B of this agreement. One-half of the rental fee is due by March 30, 2016 and the remaining one-half is due 90 days before the event. All rental fees paid are non-refundable. All other Deseret Peak venues/facilities will not be available for lessee's use, unless the parties agree in writing to such use.
- M. Lessee will have 4 days following the event to return venues and facilities to their original condition minus basic wear and tear from the event. Basic wear and tear is limited to recovery/rehabilitation of grass areas that can be accomplished with sun, water and mowing. Any repairs/rehabilitation beyond sun, water and mowing is Lessee's sole responsibility. An inspection by Tooele County Parks & Recreation staff and/or Facilities Management staff will be necessary to acknowledge the proper condition of the entire Deseret Peak facility. Following the inspection, Lessee will be provided a list of requested repairs. Lessee will have 10 days to make the requested repairs. The location and construction of any temporary or permanent structures must be approved by County.
- N. Lessee's use of the Aquatic Center is subject to the following terms and conditions: (1) Lessee will use the Aquatic Center only during the County's normal hours of operation (10AM - 6PM) and not exceed the occupancy limits. (2) Lessee's security plan shall provide for adequate security at the Aquatic Center. Lessee's security staff will be responsible for removing person(s) from the Aquatic Center should the need arise (violation of Aquatic Center rules). (3) No alcoholic beverage sales or consumption will be allowed in the Aquatic Center. (4) Aquatic Center staff may, with the assistance of Lessee's Security staff, evict anyone from the Aquatic Center if, in the sole discretion of Aquatic Center staff, the person appears to be under the influence of alcohol.

- O. No improvements to County property will be permitted without the written permission of County. If the parties agree to improvements being made to County property, an addendum to this agreement will be executed detailing the parties rights and obligations, including any necessary bond requirements.

SECTION II – TOOELE COUNTY: Tooele County’s right and responsibilities are as follows.

- A. County will provide use and access to Lessee of each venues/facility at the Deseret Peak Complex as detailed in Exhibit A and consistent with paragraph B. The parties have reviewed and approved Exhibit A which is attached to this agreement.
- B. Lessee will have access to and use of power, lighting, and water.
- C. County will assure all venues are clean and ready for Lessee to occupy at the time of the event.
- D. Competing country or rock music festivals will not be scheduled for the facility for 30 days prior or 30 days after this event, except for any music acts performing at the Tooele County Fair during the first week of August 2016.
- E. County will be allowed to set up and operate one beer trailer next to the Aquatic Center on the east side for the event. All proceeds of sales from this trailer will inure to the benefit of the County. County will follow the same beer pricing schedule set for the other vendors at the festival.

SECTION III – CONTACT INFORMATION:

Tooele County: Tooele County Commission
47 South Main
Tooele, Utah 84074
(435) 843-4001 - Mark McKendrick

Lessee: Country Fan Fest
55 West 2860 South
Salt Lake City, UT 84115
(801) 791-9008 - Brandy Millsap
(801) 680-9138 - Hal Hudson

SECTION IV – MISCELLANEOUS PROVISIONS:

- A. **RIGHT OF FIRST REFUSAL:** It is the intent of the parties that County Fan Fest become a yearly event at the Deseret Peak Complex. Therefore, each party grants the other a Right of First Refusal to schedule County Fan Fest for the summer of 2017. A "Right of First Refusal" shall mean that prior to either party entering any agreement similar in nature to this Lease Agreement in the county of Tooele for the summer of 2017, they shall send a written notice the other party, including at least the date and lease price, and the parties shall negotiate in good faith for the lease by Country Fan Fest to hold a country music festival during the summer of 2017. If Tooele County and Lessee cannot, after thirty (30) days of negotiation, reach a mutually satisfactory agreement, both parties shall be free thereafter to make and/or receive offers from third parties with intent to holding a country music festival or fair ("Third Party Offer"); provided that before accepting a Third Party Offer that is less favorable for the party seeking a Third Party Offer than the most recent offer made by the other party to this Agreement, the party seeking to enter a Third Party Offer must notify the other party in writing of the terms thereof and allow that party fifteen (15) days after receipt of notice within which to match such offer.
- B. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract.
- C. **ENTIRE AGREEMENT:** This document, including any attached exhibits, constitutes the entire agreement between the County and the Lessee for the use granted at the Deseret Peak Complex. 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, invalidity, illegality of any provision(s) of this agreement shall not render the other provisions unenforceable, invalid or illegal. The parties agree that the terms of this contract shall prevail in any dispute regarding the terms of this contract.
- D. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

TOOELE COUNTY

Wade B. Bitner
Wade Bitner, Commission Chairman

LESSEE

Brandy Millsap
Brandy Millsap for Country Fan Fest, Inc.

**PERSONAL GUARANTORS
FOR LESSEE**

Hal Hudson
Hal Hudson

Merfitt H. Millsap
Merfitt H. Millsap

Bracken Hudson
Bracken Hudson

APPROVED AS TO FORM:

Scott A. Broadhead
Scott A. Broadhead
Tooele County Attorney

ATTEST:

Marilyn K. Gillette
Marilyn K. Gillette, Clerk

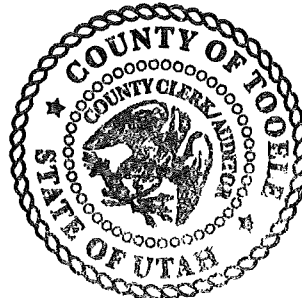


EXHIBIT A

	Price Per Day	# of Days	Total
Indoor Arena	\$1,000.00	-	
plus Sound System	\$100.00	-	
Ticket Center	\$500.00	2	\$1,000.00
Convention Area	\$1,000.00	3	\$3,000.00
Outdoor Arena	\$1,000.00	-	
plus Sound System	\$100.00	-	
Horse Track	\$800.00	-	
Livestock Pavilion	\$500.00	-	
Motorized Arena	\$550.00	-	
Motor Cross Track	\$1,500.00	-	
Archery Range	\$100.00	-	
BMX Track	\$350.00	-	
Softball Complex	\$650.00	-	
Baseball Field	\$2,000.00	2	\$4,000.00
Soccer Complex	\$2,000.00	2	\$4,000.00
Aquatic Center	\$3,000.00	2	\$6,000.00
Football Fields	\$1,500.00	3	\$4,500.00
Paved Parking	\$2,500.00	2	\$5,000.00
South 200 Acres	\$5,000.00	4	\$20,000.00
Camping On Site	\$4,500.00	-	
RV Spots and Lawn	\$500.00	4	\$2,000.00
Grand Total	\$98,250.00		\$49,500.00

* Additional fees will be charged for work performed by Tooele County's electrician and the Tooele County Information Technology Department, and for use of Tooele County's water truck.

RECEIPT

No. 108134

DATE 4-14-16

FROM Country Fan Fest \$ 19,500

Forty Nine Thousand Five Hundred DOLLARS

FOR RENT
 FOR C # 5166

ACCT.		<input type="radio"/> CASH	FROM	TO
PAID		<input checked="" type="radio"/> CHECK		
DUE		<input type="radio"/> MONEY ORDER	BY	<u>AC</u>
		<input type="radio"/> CREDIT CARD		

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T-4161