

**NAMING RIGHTS AGREEMENT
MOTOCROSS TRACK AT DESERET PEAK COMPLEX**

April This Naming Rights Agreement (this “**Agreement**”) is made effective as of *March 3rd*, 2018 (the “**Effective Date**”) by and between Tooele County (the “**County**”) and Steadman’s Recreation, Inc., a Utah corporation (“**Steadman’s**”).

RECITALS:

WHEREAS, the County owns the motocross track located at the Desert Peak Complex, 2930 West Highway 112, Tooele, Utah 84074 (the “**Facility**”); and

WHEREAS, Steadman’s desires to associate itself with the Facility and to acquire certain naming and sponsorship rights regarding the Facility pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Term. The term of this Agreement shall commence as of March 1, 2018 and shall expire on February 28, 2021 (the “**Term**”).

2. Naming Rights. The County agrees that, during the Term, the official name of the Facility shall be “Steadman’s Motocross Track.” Steadman’s hereby grants the County a personal, nonexclusive, royalty-free, nontransferable right and license to use the Steadman’s Motocross Track mark in the performance of its obligations under this Agreement and in the ordinary course of operation of its business, and, during the Term, the County shall have the right to do business as Steadman’s Motocross Track and to maintain a fictitious name filing for Steadman’s Motocross Track with the Division of Corporations and Commercial Code of the State of Utah Department of Commerce. The name Steadman’s Motocross Track and, to the extent possible, shall be used in all official references to the Facility by the County, its employees, agents, and Lower Tier Sponsors (as defined below), including all references in all online and printed informational and marketing materials regarding the Facility.

3. Official Status. The County and Steadman’s agree that during the Term, Steadman’s shall have the exclusive right to refer to and designate itself as the “Official Name Rights Sponsor of the Steadman’s Motocross Track.” The County agrees that it will not, without the prior written consent of Steadman’s, pursue any other sponsorship or designation arrangement with any other sponsor, the effect of which would be to derogate Steadman’s exclusive naming rights during the Term. The County shall be permitted to enter into agreements for the naming or sponsorship of spaces, rooms, activities or concessions within the Facility during the Term with third parties (“**Lower Tier Sponsors**”), subject to the prior written approval of Steadman’s, which approval shall not be unreasonably withheld or delayed. All Lower Tier Sponsor advertising and signage at the Facility shall be subject to the prior written approval of Steadman’s, which approval shall not be unreasonably withheld or delayed. Lower Tier Sponsors shall be required to submit all promotional and marketing materials related to their sponsorship of the Facility to the County and Steadman’s for prior written approval, which approval shall not be unreasonably withheld or

delayed. Steadman's shall not be required to obtain the approval of the County or Lower Tier Sponsors for its promotional and marketing materials related to the Facility.

4. Facility Signage.

(a) Signage bearing the Facility Logo shall be displayed at the following locations:

(i) The primary sign will be located on the face of the Motocross building.

(ii) Steadman's shall have the right to display signage on the main entrance boards under the Deseret Peak Logo at the Facility.

(b) All interior and exterior signage shall be produced at Steadman's expense and will be subject to the County's prior approval, which approval will not be unreasonably withheld or delayed. All such signage will comply with local building code requirements. Steadman's shall be responsible for the construction, installation and maintenance of all signage. The County shall cooperate with Steadman's in coordinating the installation of the signage. The County and Steadman's shall cooperate in good faith in securing the necessary governmental permits, if any, to install the signage.

5. Promotional Fee. As full consideration for the sponsorship and promotional rights granted to Steadman's herein, Steadman's shall pay by check annual installments of Ten Thousand Dollars (\$10,000), with the first such payment due on April 1, 2018 and each subsequent annual payment payable on or before April 1 of each subsequent year during the Term. Each such check shall be mailed or delivered to the Tooele County Treasurer's Office at 47 South Main Street, Tooele, Utah 84074.

6. Miscellaneous.

(a) Steadman's will work jointly with Grassroots MX, LLC, track operator, to schedule dates for track use.

7. Rights of First Negotiation and Refusal. On or before 90 days prior to the end of the Term, the County and Steadman's shall negotiate together in good faith to extend the Term of this Agreement on terms that are mutually agreeable. If the parties are unable to come to an agreement on such extension by 60 days prior to the end of the Term, the County may market and offer the naming and sponsorship rights to the Facility to third-parties.

8. Protection of Rights. The County recognizes that Steadman's will supply valuable consideration for an exclusive association relationship with it for the naming and sponsorship rights of the Facility and that any dilution or diminution of such exclusivity will seriously impair Steadman's rights. The County shall use its best efforts to take any and all steps reasonably necessary to protect the associational rights granted to Steadman's under this Agreement. Such opposition may include, but not be limited to, written complaints to the violating party in the nature of a cease and desist communication.

9. Indemnification. The County shall be liable for and hereby agrees fully to defend, release, discharge, indemnify and hold harmless Steadman's, its parent companies, subsidiaries and affiliates, and their respective directors, officers, managers, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, damages, liability, suits, judgments, actions, causes of action, losses, costs, and expenses of any kind, character, or nature whatsoever, including attorney fees, costs, and expenses in connection therewith and expenses of investigation and litigation thereof, which may be suffered by, accrued against, charged to, or recoverable from any of the Indemnified Parties, resulting from (i) any claim of false or deceptive advertising resulting from the use by the Facility or the County of the Steadman's Motocross Track in advertising or promotional materials, or (ii) any claim of damage to property or of death or injury to persons resulting from the acts or omissions of the County, employee of the Facility, or Facility user in connection with its ownership, operation, or use of the Facility.

10. Termination.

(a) Notwithstanding anything herein to the contrary, this Agreement may be terminated by either party upon providing sixty (60) days written notice to the other party.

(b) Upon the expiration or earlier termination of this Agreement, the County shall cease using or disseminating any and all materials (including Facility signage) bearing the name Steadman's Motocross Track, and the County shall cease doing business as Steadman's Motocross Track; provided, however, that any materials (including signage) duly authorized and approved in accordance with this Agreement may be used, sold, disposed of, or distributed for a period of thirty (30) days following expiration or earlier termination of the Agreement.

11. Notices. Any notification required by the terms of this Agreement shall be given in writing and shall be deemed effective upon personal delivery or within seven (7) days of deposit with the United States Postal Service, by registered or certified mail, with postage and fees prepaid. Notices must be given at the following addresses.

If to Steadman's:

Steadman's Recreation
Attn: David Steadman
916 North Main St.
Tooele, Utah 84074
Email: dave@steadmans.net

If to the County:

Tooele County Attorney's Office
Attn: Scott Broadhead, County Attorney
74 South 100 East, #26

Tooele, Utah 84074
Email: sbroadhead@co.tooele.ut.us

12. Casualty. If at any time during the Term the Facility or any portion thereof shall be damaged or destroyed by fire, flood, windstorm, or other casualty, the County shall notify Steadman's promptly. Within thirty (30) days thereafter, the County shall provide Steadman's with a reasonable, good faith written estimate of the schedule for repair, reconstruction, or restoration of the Facility or a statement that the Facility will not be repaired, reconstructed, or restored. If the Facility will not be repaired, reconstructed, or restored, or if such repair, reconstruction, or restoration is not possible in accordance with the County's estimate within one hundred eighty (180) days following the date of the damage, Steadman's shall have the option to terminate this Agreement on written notice to the County within thirty (30) days after Steadman's receipt of the estimate from the County. If the County estimates that repair, reconstruction, or restoration will be completed within one hundred eighty (180) days following the date of the damage or destruction, or Steadman's does not exercise its option to terminate this Agreement in accordance with the proceeding sentence, the rights and obligation of the respective parties under this Agreement shall be suspended for the length of time necessary to substantially complete the repair, reconstruction, or restoration. The Term shall be automatically extended for a length of time equal to the duration of the suspension.

13. Relationships. This Agreement shall not be deemed to create any partnership or joint venture, nor to create any agency relationship, between the parties, nor to create any rights in favor of any person or entity other than the parties hereto. No party is authorized to accept service of process on behalf of the other party.

14. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto with regard to the subject matter hereof. It supersedes any other agreements, representations, or understandings (whether oral or written and whether express or implied) which relate to the subject matter hereof.

15. Waiver. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition whether of like or different nature.

16. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

17. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Naming Rights Agreement effective as of the date first written above.

STEADMAN'S RECREATION, LLC

David Steadman
NAME: DAVID STEADMAN
TITLE: owner

TOOELE COUNTY

Waide B. Bitner
WAIDE B. BITNER, Chairman
Tooele County Commission

APPROVED AS TO FORM:

Scott A. Broadhead
SCOTT A. BROADHEAD, County Attorney

ATTEST:

Marilyn K. Gillette
MARILYN K. GILLETTE, Clerk/Auditor

