

**OPERATION AGREEMENT FOR  
DESERET PEAK MX TRACK**

This Agreement is made and entered into this 16 day of March, 2018, between **TOOELE COUNTY**, a body corporate and politic of the State of Utah (hereinafter "County"), and Grassroots MX, LLC (hereinafter "Operator") regarding the operation of the Steadman's MX Park.

**WHEREAS**, Tooele County and desire to enter into this agreement; and

**WHEREAS**, Tooele County owns the Steadman's MX Park and Grassroots MX, LLC desires to manage and operate the Steadman's MX Park.

**NOW, THEREFORE**, in consideration of the premises, mutual promises and covenants and good and valuable consideration, the parties agree as follows:

**SECTION I – OPERATOR:** Operator will manage and operate the MX track at the Deseret Peak Complex with the following conditions:

- A. Operator will have 16 hours weekly provided by county part time MX operator for maintenance, mowing and restroom cleaning.
- B. Operator will have general liability or special event insurance that will cover bodily injury, property damage or personal injury related to any use of the MX Track. Operator will provide to County a certificate of insurance. The policy will carry a minimum of \$2,000,000 per occurrence and \$3,000,000 aggregate.
- C. Operator agrees to indemnify and hold County harmless against claims by third parties alleging injury caused by the negligence, malpractice, or other breaches of the Operator while performing duties for the County within the scope of this contract.
- D. 6-18-6. Possession or use of glass containers on lands open to public access are prohibited.
- E. Deseret Peak Complex is an exclusive Pepsi product facility. No other product may be sold.
- F. Operator will provide all labor, materials, and equipment to operate and maintain the track at no cost to the County and maintain such track in exemplary condition.
- G. Operator can lease County MX Tractor for \$20.00 per hour with no operator and \$35.00 per hour with county operator, County will provide maintenance on tractor, Operator will provide maintenance for implement. Use of loader is available at \$90.00 per hour with operator when scheduled with County.
- H. Operator will maintain track surface dirt at a proper consistency to maintain safe riding conditions.
- I. Operator shall provide their own garbage dumpster and keep all garbage cans emptied and loose garbage picked up at least three times a week.
- J. Operator will maintain the irrigation system, if irrigation system is inoperable Operator must receive permission from County to use culinary water system.

- K. Operator will establish operating hours.
- L. Operator will establish and collect all fees.
- M. Operator will pay Tooele County \$20,000.00 annual lease, plus \$1.00 per rider to lease the MX track. Operator will pay 3 payments per year for the annual lease, first payment is to be made by April 1 each year, 2<sup>nd</sup> payment is to be made by August 1 each year and final payment to be paid by October 1 each year. Operator will pay monthly for the \$1.00 per rider.
- N. Operator will sublease to other race organizations for races, Operator must have sublease provide the same amount insurance as stated in contract for the Operator. Operator will collect \$1.00 per rider from subleases to pay County.
- O. Operator will hold no MX races on the last weekend in July.
- P. Operator must share and work out dates with BMX Operator for use of the building. Operator understands that all parking along the BMX fence is for use of BMX Operator and BMX patrons.

**SECTION II – TOOELE COUNTY:** Tooele County's right and responsibilities are as follows:

- A. County will provide Operator access and use of MX track at the Deseret Peak Complex.
- B. County will provide all water necessary for irrigation and will maintain the well and tank. If well is inoperable, county must be notified, and Operator will be granted use of the culinary system.
- C. County will spray the track with herbicide one time per year.

**SECTION III – DURATION:** The duration of this agreement shall be from January 2018 to December 31, 2018 with a contract review on January 7, 2019. This agreement shall renew automatically for (5) five consecutive one-year terms, unless either party give written notice to the other party 60 days prior to the end of the agreement term. If the parties intend to renew this agreement, then prior to the expiration of the agreement each party shall give written notice of renewal by January 1.

**SECTION IV – TERMINATION:** This Agreement shall take effect upon its execution by the parties and shall remain in full force and effect until all obligations hereunder are fulfilled or unless terminated pursuant to a material breach. A material breach of this agreement by any party is grounds for termination immediately, if such breach is not remedied after fifteen (15) days' written notice is given to the defaulting party.

**SECTION V – NOTICE:** Notices under this agreement shall be sent to the parties at addresses set forth below or to such other address as the parties designate in writing:

Tooele County: Tooele County Commission  
47 South Main Street  
Tooele, UT 84074

Operator: Grassroots MX, LLC  
P.O. Box 826  
Kaysville, UT 84037

**SECTION VI – SEVERABILITY:** If during the term of this agreement it is found that a specific clause is declared to be unlawful, the remainder of the agreement not affected by such a ruling shall remain in full force.

**SECTION VII – SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives.

**SECTION VIII – COST OF DEFAULT:** In the event of default by any party hereto, the defaulting party shall pay all costs and expenses of the other party, including a reasonable attorney’s fee, which may be incurred by such party in enforcing its rights and remedies resulting from such default.

**SECTION IX – ENTIRE AGREEMENT:** It is expressly understood that this Agreement and any documents referred to herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof. Any and all prior understandings or commitments of any kind, oral or written, pertaining thereto are hereby canceled. If any restrictive provisions hereof are found to be unreasonable in extent and unenforceable, but would be enforceable if the extent of such restriction were reduced or modified, then such restriction shall apply with such reduction or modification as may be necessary to render it valid and enforceable.

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

**TOOELE COUNTY**

**OPERATOR**

  
\_\_\_\_\_  
Wade B. Bitner, Chairman

  
\_\_\_\_\_  
Grassroots MX, LLC

ATTEST:

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



APPROVED AS FOLLOWS:

Scott A. Broadhead  
Scott A. Broadhead  
Tooele County Attorney