

**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 DECEMBER, 2018, and between TOOELE COUNTY (hereinafter "County"), a body corporate and politic of the State of Utah, and COUNTRY FAN FEST, INC. (hereinafter "CFF") regarding the lease of described venues and grounds at the Deseret Peak Complex for the purpose of a concert event and other mutual agreements by the parties.

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

WHEREAS, Tooele County owns Deseret Peak and CFF desires to continue 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 – CFF: CFF will have use of the facilities at the Deseret Peak Complex for the purpose of Country Fan Fest, a country music festival, with the following limitations, conditions and fees.

- A. CFF will have use of all the Deseret Peak Complex facilities identified in Exhibit A for the dates listed in paragraph B.
- B. CFF will have use of those portions of the facility listed in Exhibit A for the following dates of Country Fan Fest: July 26, 27 and 28 of 2019. CFF will be allowed to begin set-up/preparation of the venues listed in Exhibit A one week prior to the first day of the event. CFF will provide dates for the festival for 2020, 2021 and 2022 at least six months prior to the first day of the event.
- C. CFF 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. CFF will provide Tooele County a certificate of said insurance no less than 60 days prior to the commencement of the event. The policy will carry a minimum of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- D. CFF agrees to indemnify and hold Tooele County harmless against claims by third parties alleging injury caused by negligence, malpractice, and/or breaches of the CFF's performance of duties within the scope of this contract.

- E. CFF will provide Tooele County with a schedule for each day of use at the facility 60 days prior to the commencement of the event. CFF will provide Tooele County with an updated schedule when/if CFF makes any changes to the schedule.
- F. CFF 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), garbage cleanup and removal, restroom cleaning and stocking, traffic control, ticketing, portable restrooms, and equipment.
- G. CFF agrees to submit an event security plan to the Tooele County Sheriff's Office for review at least 60 days prior to the commencement of the event. CFF will coordinate with the Tooele County Sheriff's Office and mutually agree upon a security plan 30 days prior to commencement of the event. CFF 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, CFF may change the security plan only with the written consent of the Sheriff's Office.
- H. CFF 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. CFF 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. CFF 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. CFF 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. CFF 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. CFF 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. CFF expressly acknowledges that it is CFF's duty to submit

plans, renderings, and/or drawings to Grantsville City in a timely manner. CFF's plans will be reviewed in the order they are received. In other words, CFF will not receive priority or preferential treatment in terms of plan review. CFF acknowledges that any permanent improvements made at the facility will be retained by the facility.

- L. CFF agrees to pay Tooele County a sum of \$70,000.00 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 sixty days prior to the event and the remaining one-half is due 30 days before the event. All rental fees paid are non-refundable. All other Deseret Peak venues/facilities will not be available for CFF's use, unless the parties agree in writing to such use.
- M. CFF 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 CFF'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, CFF will be provided a list of requested repairs. CFF 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. CFF's use of the Aquatic Center is subject to the following terms and conditions: (1) CFF will use the Aquatic Center only during the County's normal hours of operation (10AM - 6PM) and not exceed the occupancy limits. (2) CFF's security plan shall provide for adequate security at the Aquatic Center. CFF'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 CFF'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.
- P. Pepsi beverage products shall be the exclusive beverage products of their respective types sold, dispensed or otherwise made available at the facility as stated in County's agreement with Pepsi.

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

- A. County will provide use and access to CFF 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. CFF will have access to and use of power, lighting, and water.
- C. County will assure all venues are clean and ready for CFF 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 2019-22.

SECTION III – CONTACT INFORMATION:

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

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

SECTION IV – TOURISM TAX GRANT FUNDS:

- A. County will award CFF \$1,700,000.00 of tourism tax grant (“TRT”) funds over the 2019 through 2022 budget years for marketing, purchasing of assets for the facility and other festival related expenses. CFF will be awarded a maximum amount of \$600,000.00 for the 2019 festival, a maximum amount of \$500,000.00 for the 2020 festival, a maximum amount of \$400,000.00 for the 2021 festival, and a maximum amount of \$200,000.00 for the 2022 festival.
- B. Assets purchased with TRT funds are the property of the County, but CFF will pay no rental fees for use of these assets and will have a right of first of refusal for use of these assets.
- C. The County will work with timely accurate data and projections provided by CFF to apply annually for Utah Office of Tourism (UOT) out-of-state marketing co-op

grants, to assist with attendance growth and the endeavor of getting the festival to breakeven point sooner.

- D. The County and CFF will work jointly to insert direct and passive marketing strategies for the festival as part of the County's broad tourism marketing efforts (i.e. State Street Partners' tourism campaign). It is acknowledged that CFF would be touted as part of the overall campaign to incrementally increase attendance numbers, but isn't to say that each and every marketing piece/advertisement would prominently feature CFF, depending upon the target demographics of a particular marketing channel.
- E. In exchange for this ongoing funding for multiple years, CFF agrees to provide access to its financial records. The purpose of the access to financial records is to provide transparency in the use of County funds and reduction on the use of future TRT funds.
- F. In the event that CFF is purchased by another party, County will be reimbursed as follows:
 - 1. If acquired by a third party prior to the 2021 festival, CFF will reimburse County all of the TRT funds used, plus 15% interest.
 - 2. If acquired by a third party after the 2021 festival, CFF will reimburse the County by paying 15% of the purchase price to County.

SECTION V – MISCELLANEOUS PROVISIONS:

- A. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract.
- B. **ENTIRE AGREEMENT:** This document, including any attached exhibits, constitutes the entire agreement between the County and the CFF for the use granted at the Desert 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.
- C. **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 Bitner
Wade Bitner, Commission Chairman

CFF

Hal Hudson
Hal Hudson for Country Fan Fest, Inc.

APPROVED AS TO FORM:

Scott A. Broadhead
Scott A. Broadhead
Tooele County Attorney

ATTEST:

Marilyn K. Gillette
Marilyn K. Gillette, Clerk

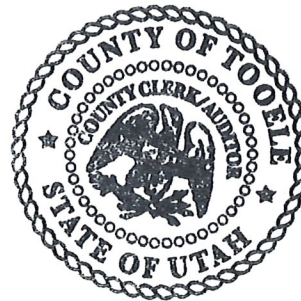


EXHIBIT A

	Price Per Day	# of Days	Total
Ticket Center	\$500.00	2	\$1,000.00
Convention Area	\$1,000.00	3	\$3,000.00
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
RV Spots and Lawn	\$500.00	4	\$2,000.00
Bleachers (2)	\$800.00	1	\$800.00
Buyout of County Beer Sales	\$7500.00	2	\$15,000.00
(20) 10x10 Tent + set up and take down	\$7500.00	2	<u>No Charge</u>
TOTAL			\$65,300.00

Plus hourly needs:

Electrician	\$65.00 per hr.	
Backhoe	\$50.00 per hr.	
Tractor w/implement	\$35.00 per hr.	
Water Truck w/operator	\$90.00 per hr.	<u>\$4,700.00</u>
	Total yearly fee:	\$70,000.00

If the below areas are added, the below prices would be additional cost:

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	-
Indoor Arena	\$1,000.00	-
plus Sound System	\$100.00	-
Camping On Site	\$4,500.00	-

* Additional fees will be charged for work performed by Tooele County's Information Technology Department.