

**OPERATION AGREEMENT FOR  
DESERET PEAK AX TRACK**

This Agreement is made and entered into this 16<sup>th</sup> day of April, 2019, 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 Deseret Peak Motorized Arena for Arena X races.

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

**WHEREAS**, Tooele County owns the motorized arena and Grassroots MX, LLC desires to manage and operate the motorized arena for Arena X races.

**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 motorized arena for Arena X races at the Deseret Peak Complex with the following conditions:

- A. 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 AX 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 AX track at no cost to the County and maintain such track in exemplary condition.
- G. Operator will maintain track surface dirt at a proper consistency to maintain safe riding conditions.
- H. Operator shall provide their own garbage dumpster and keep all garbage cans emptied and loose garbage picked up at least three times a week.
- I. Operator will establish operating hours.
- J. Operator will establish and collect all fees.
- K. Tooele County will provide the motorized arena at no lease cost for the 1<sup>st</sup> year of operation to the Operator. Operator will pay County \$1.00 per rider for races and practice.
- L. Operator will hold no AX races April 19 or 20, 2019 and no races from July 21 through August 24, 2019, at this time the motorized arena will be used by County for events.

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

- A. County will provide Operator access and use of the motorized arena at the Deseret Peak Complex.
- B. County will maintain all areas and structures surrounding the motorized arena.

**SECTION III – DURATION:** The duration of this agreement shall be from January 2019 to December 31, 2019.

**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.

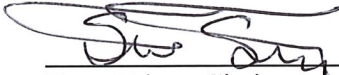
**SECTION IX – ENTIRE AGREEMENT:** It is expressly understood that this Agreement and any documents referred to herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof. Any and all prior understandings or commitments of any kind, oral or written, pertaining 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**



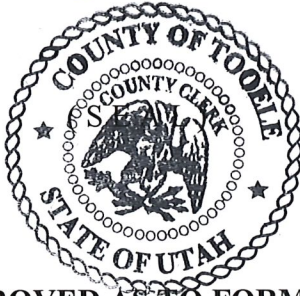
Tom Tripp, Chairman

Grassroots MX, LLC

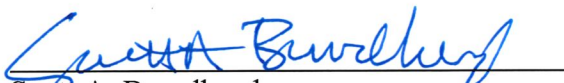
**ATTEST:**



Marilyn K. Gillette, Clerk



**APPROVED AS TO FORM:**



Scott A. Broadhead  
Tooele County Attorney