

THIS AGREEMENT FOR SERVICES (the "Agreement") is made this day of 2019 by and between Tooele County Fair (hereinafter referred to as "County"), and Whiplash Racing, L.L.C. a Utah limited liability company (hereinafter referred to as "Contractor").

WHEREAS, the County desires to obtain services from Contractor, and Contractor desires to provide these services to County.

NOW THEREFORE, Tooele County Fair and Contractor agree as follows:

1. Retention as Contractor. Tooele County Fair hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the services described in Paragraph 2 herein. Contractor warrants it has the qualifications, experience and facilities to properly perform these services.

2. Description of Services.

Contractor shall stage and produce a Demolition Derby to be held Friday August 2nd, 2019 (the "Event"), and shall perform the following services:

- a. Purse Distribution
- b. Supply trophies for winners
- c. Spectator insurance if requested.
- d. Derby Officials
- e. Event staff
- f. Marketing for drivers
- g. Driver shirts and if requested spectator shirts for Contractor to sell.
- h. Supplies and equipment to inspect all contestant cars
- i. Supplies and equipment required to run the event safely and efficiently
- j. Announcer & DJ

3. Compensation and Payment. Tooele County will pay to Contractor \$22,000 on or before 12:00 PM Monday July 1st 2019. All ticket sales will be controlled by the Tooele County Fair Board and proceeds retained from said ticket sales. The Contractor will retain and handle all sales of pit passes.

4. Services by the County. The County shall perform the following services, at County's sole expense:

- a. Provide facility to Contractors specifications including set up, clean up, lighting, restrooms/porta johns, Fire, EMS, security, and ticket sales.
- b. Setting up barriers and arena for derby area and repair work during the show.
- c. Set up/tear down barriers and arena to contractor specifications for safety and show quality
- d. Provide tractor W/groomer, Front end loader and water truck for arena maintenance before and during the event.
- e. Provide drivers/operators for all equipment needed to setup/repair/maintain facility for event
- f. Provide and operate Sound System

5. Assignment. This Agreement is not assignable by Contractor, without the County's prior consent in writing.

3. Hold Harmless and Insurance.

A. Indemnity.

Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and volunteers harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Contractor in performing the services described.

B. Contractor's Insurance.

Contractor shall, at Contractor's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry insurance of the types and amounts indicated below.

Type of Insurance	Limits	
Commercial General Liability	Per Occurrence	\$2,000,000.00
	General Aggregate	\$3,000,000.00
Spectator Liability insurance	Combined single limit for	\$1,000,000.00

Except for Workers' Compensation, said insurance shall include as additional insured the following: Tooele County, Utah, its officers, agents, employees and volunteers.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than A. Within fourteen (14) calendar days after execution of this Agreement, Contractor shall furnish to City [Attn: West Jordan City Clerk, 8000 South Redwood Road, West Jordan, Utah 84088] an insurance certificate or other evidence of the required insurance.

7. Relationship of Parties and No Third-Party Rights. This Agreement does not create any joint venture partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties. The contractual relationship between the County and Contractor out of this Agreement is one of independent contractor and not agency. It is understood that Contractor shall not be deemed an employee of the County, and Contractor has no authority to enter into legally binding obligations on behalf of the County. It is specifically understood by the parties that: (a) the City has no interest in or responsibilities for or duty to third parties as a result of this Agreement, (b) Contractor shall have full power and authority over services performed subject to the obligations of Contractor set forth in this Agreement.

9. Expiration and Termination. This contract shall expire on October 1st, of the year of this contract listed above. This contract may be terminated, with cause, by either party in advance of the specified termination date, upon written notice being given to the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. In the event that the County terminates the contract for cause, the County shall not be obligated to pay, and Contractor shall not be entitled to receive, any compensation for any services performed or costs incurred prior to such termination. This contract may be terminated by the County without cause, in advance of the specified expiration date, upon 30 days written notice. In the event that the County terminates for convenience, Contractor shall cease performing services, and County shall pay to Contractor compensation for services actually performed and costs actually incurred and prior to termination.

10. Acceptance of Final Payment Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release to County from all claims and liabilities for compensation to, or claimed by, Contractor for anything done, finished or relating to the Contractor's work or services. Acceptance of payment shall be any negotiation of the County's check.

provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

12. Assignment. This Agreement shall not be assignable except by the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

13. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

14. Integration. Except for Contractor's written proposals for obtaining this Agreement, this Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto,

15. Future Appropriations. This Agreement shall not be construed in any manner to bind the legislative or administrative discretion of the County or its future budget appropriations. The parties recognize that this contract extends beyond the current fiscal year. Where future appropriations are unavailable or insufficient, the County may terminate this Agreement.

16. Construction of Language of Agreement. The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. Mitigation of Damages. In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party,

18. Captions. The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

19. Authorization. Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

20. Representation Regarding Ethical Standards for County Officers and Employees and Former County Officers and Employees. The Contractor represents that it has not: (a) provided an illegal gift or payoff to a county officer or employee or former county officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the County's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a county officer or employee or former county officer or employee to breach any of the ethical standards set forth in the County's Conflict of Interest ordinance.

Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

22. Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

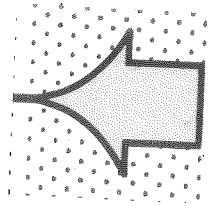
TO COUNTY: TOOELE COUNTY

TO CONTRACTOR: WHIPLASH RACING
656 WALDEN DRIVE
TOOELE, UTAH 84071

23. Additional Terms/Conditions. Additional terms and conditions of this agreement are:

NONE

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.



HERE

County Commissioner:
Shawn Milne
Printed Name

[Signature]
Signature

24 June 2019
Date

County Commissioner:
Tom Tripp
Printed Name

[Signature]
Signature

21 June '19
Date

County Commissioner:
Kendall Thomas
Printed Name

[Signature]
Signature

24 June 19
Date

Fair Board Representative:
Ron Baum
Printed Name

[Signature]
Signature

5-30-19
Date

Whiplash Racing:
Del McQuiddy
Printed Name

Signature

Date