

**AGREEMENT WITH COUNTRY FAN FEST INC  
FOR PRODUCTION OF COUNTRY FAN FEST AT DESERET PEAK COMPLEX  
2023-2027**

**AGREEMENT** dated this 2nd day of May, 2023, by and between TOOELE COUNTY, a political subdivision of the State of Utah ("County"), and COUNTRY FAN FEST INC, a Utah for-profit corporation ("CFF"), governing CFF's production of country music festival County Fan Fest ("festival") at the Deseret Peak Complex in Grantsville, Utah.

The parties mutually agree as follows:

1. Term. The Agreement governs the festival in 2023, 2024, 2025, 2026 and 2027.
2. Premises. The premises are located at or adjacent to the Deseret Peak Complex in Grantsville, Utah. The premises consist of multiple venues.
3. Festival Dates, Venues and Schedules. At least one year prior to the commencement of each festival, CFF will provide to County specific dates for each festival.

In January of each year, County will provide CFF with a list of venues that will be available for that year's festival. CFF will select from that list the venues required for that year's festival, specifying those venues for which exclusive use is required. The parties understand the County intends, during the term of this Agreement, to make significant changes to the Deseret Peak Complex. As a result of those anticipated changes, available venues may change from year to year. The parties will cooperate to ensure, as much as possible, that unavailable venues are replaced by equivalent venues.

For exclusive-use venues, CFF shall indicate the date(s) that exclusive use is required. At least 60 days prior to the commencement of each festival, CFF will provide to County a day-by-day schedule of events. CFF shall immediately notify County of any changes to the disclosures required by this paragraph.

4. Festival Period. Each festival period begins one week prior to the commencement of each festival and continues for four days after the conclusion of each festival.
5. Delivery of Premises. County shall ensure that the premises are ready for CFF's use at commencement of each festival period.
6. CFF's Use of Venues During Festival Period. CFF may use any or all identified venues during the entire festival period. Exclusive use of exclusive-use venues shall be limited to the dates disclosed pursuant to paragraph 3.

7. CFF's Responsibilities at Conclusion of Festival Period. Prior to the conclusion of each festival period, CFF shall strike the festival, remove all temporary structures and facilities, and restore the premises to their pre-festival condition, reasonable wear and tear of turf excepted. Reasonable wear and tear of turf means the condition of turf that can be rehabilitated with reasonable application of water, mowing, and exposure to sunlight. County staff shall inspect the premises and notify CFF of damage beyond reasonable wear and tear of turf. CFF shall, at its own expense and within 10 days, repair such damage to the satisfaction of County. If CFF fails to timely and satisfactorily repair such damage, County may complete the repairs and invoice CFF. CFF shall pay any such invoice within 10 days.
8. Insurance. CFF shall obtain and maintain general liability insurance that covers bodily injury, liquor liability and property damage arising from CFF's use of the premises. CFF shall provide County with a certificate of insurance no less than 30 days prior to the commencement of each festival. The policy must carry a minimum of \$1,000,000 per occurrence and \$3,000,000 aggregate.
9. Mutual Indemnification. CFF shall indemnify and hold harmless County and its officers and employees from and against all claims arising out of or related to CFF's use of the premises. County shall indemnify and hold harmless CFF and its officers and employees from and against all claims arising out of or related to County's acts or omissions.
10. Festival Expenses. Except as otherwise provided in this Agreement, CFF shall be solely responsible for all festival expenses, including staffing, equipment, portable facilities, security, food and beverage concessions, trash cleanup and removal, restroom cleaning and stocking, traffic control and ticketing.
11. Mass Gathering Permit. CFF shall apply for a mass gathering permit at least 60 days prior to the commencement of each festival and shall obtain the permit prior to each festival.
12. Security Plan. At least 60 days prior to the commencement of each festival, CFF shall submit an event security plan to the Sheriff's Office. CFF will coordinate with the Sheriff's Office and mutually agree upon a security plan at least 30 days prior to commencement of each festival. For each festival, CFF shall hire a private security company with extensive experience in similar large events and shall ensure that the security company provides a detailed security plan to the Sheriff's Department for approval. After the Sheriff's Office has approved the security plan, it may only be amended with the written consent of the Sheriff's Office.
13. Business Licenses and Inspections. CFF shall obtain and maintain a business license from Grantsville City and shall direct all vendors to obtain a business license from Grantsville City. At least 48 hours prior to the commencement of each festival, CFF shall provide a list of all vendors to County. CFF shall allow onsite access by County staff to verify or audit the licensure of vendors during each day of each festival.

14. Health Department Permits and Inspections. CFF shall direct all food and beverage vendors to obtain a Tooele County Health Department permit. CFF shall allow onsite access by County Health Department staff to verify or audit the licensure of food vendors during each day of each festival and to commit inspections to guarantee the safe storage, handling, preparation and service of food and beverages.

15. Facilities Inspection. Prior to the commencement of each festival, CFF shall allow Grantsville City to inspect and permit all temporary and permanent structures.

16. County's Financial Contribution. For each year of this Agreement, County shall reimburse CFF up to \$600,000. County's maximum financial obligation shall be adjusted annually according to the year-over-year increase/decrease stated in the May CPI-U West Region All Items Index. For example, the County's 2024 maximum financial obligation will be adjusted per the stated May 2023 index, the County's 2025 maximum financial obligation will be adjusted per the stated May 2024 index, and so forth. County shall pay CFF incrementally within 30 days after CFF requests a draw and provides verifiable invoices for authorized expenditures.

17. Financial Records. During the term of this Agreement and for at least three years thereafter, CFF shall maintain complete and accurate financial records for each festival. County shall have access to those records upon reasonable notice to CFF. County may, at its expense, make copies of and/or audit the records.

18. CFF's Financial Obligations to County.

(a) CFF shall designate County as a "Title Sponsor" on all advertising and promotional campaigns and materials for each festival.

(b) For the 2023 festival, it is anticipated that CFF will use the County's \$600,000 as follows:

Marketing	Not to Exceed \$300,000
Premises Rental Fees	Not to Exceed \$100,000
Portable Restroom Facilities and Portable Fencing	Not to Exceed \$100,000
Electrical Power	Not to Exceed \$50,000
Stage(s)	Not to Exceed \$50,000

The parties will meet each January to mutually establish a budget for the County's financial contribution for that year's festival.

(c) For each venue or County asset used, CFF shall pay to County the rental rate set forth in the then current county fee schedule. The 2023 county fee schedule is attached hereto as Exhibit A. CFF shall pay all rental fees within 30 days after the conclusion of each festival.

(d) Assets purchased with funds contributed by County are County property. CFF shall not be required to pay rental fees for the use of such assets and shall have a right of first refusal for the use of such assets.

(e) After the conclusion of each festival, and upon invoice from County, CFF will pay County for services provided by County employees.

19. Use of EnergySolutions Aquatic Center. CFF's use of the EnergySolutions Aquatic Center is subject to the following terms and conditions:

- (a) CFF may use the Aquatic Center only during the County's normal hours of operation (10am to 6pm);
- (b) The number of occupants shall not exceed established occupancy limits;
- (c) Alcoholic beverage sales, possession and consumption are not allowed;
- (d) CFF's security company shall provide security at the Aquatic Center and shall, at the request of Aquatic Center staff, remove any person who violates Aquatic Center rules or who appears to be under the influence of alcohol or controlled substances.

20. Improvements. CFF shall make no improvements to the premises without prior written permission from County.

21. Utilities. CFF shall have access to, and use of, electrical power, lighting, and water during the festival period.

22. Similar Events. Except as provided in this paragraph, County shall neither schedule nor allow multi-day country or rock music festivals at the Deseret Peak Complex during the period from 30 days prior to commencement of each festival and 30 days after completion of each festival. During that period, CFF shall hold the exclusive right to produce multi-day country or rock music festivals at the Deseret Peak Complex. This paragraph does not apply to musical acts performing at the Tooele County Fair.

23. Notice. When notice is required, it shall be directed to the following:

For Tooele County:  
Andy Welch, County Manager  
47 South Main  
Tooele, Utah 84074  
(435) 843-4001

For Country Fan Fest Inc:  
Hal R Hudson, President  
55 West 2860 South  
Salt Lake City, UT 84115  
(801) 680-9138

24. Termination and Replacement of Contract 18-12-21. This Agreement replaces and supersedes County Contract 18-12-21 effective January 1, 2023.

25. Modifications. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.

26. Entire Agreement. This Agreement, including any attached exhibits, constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subject(s) of this Agreement, 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 Agreement.

27. Severability. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

28. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

29. 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. However, neither party may assign its rights or obligations under this Agreement without the prior express written consent of the other party.

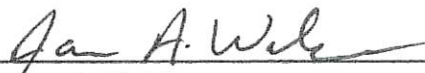
30. Costs of Default. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including reasonable attorneys' fees, incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.


31. Effect of Non-Appropriation. Continuation of this Agreement beyond each calendar year is contingent on the appropriation and availability of funds, as determined in good faith by the respective parties. If funds are not appropriated or available, the party who makes that determination shall immediately notify the other party. This Agreement shall then terminate twelve months after the end of the last funded calendar year, and the parties shall then be relieved of all further obligations.

32. Anti-Boycott Certification. CFF certifies that it is not currently engaged in a boycott of the State of Israel and that it will not engage in a boycott of the State of Israel for the duration of this Agreement. CFF certifies that it is not currently engaged in a boycott action targeting a company that: (a) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (b) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (c) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (d) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. CFF shall notify County in writing if CFF begins to engage in such a boycott and acknowledges that such notice may be grounds for termination of this Agreement.


TOOELE COUNTY:

COUNTRY FAN FEST INC:

  
James A. Welch  
Tooele County Manager

 05/09/2023  
Hal R Hudson  
President

APPROVED AS TO FORM:

 05/03/2023  
Colin Winchester  
Deputy County Attorney

## EXHIBIT A

Facilities / Parks and Recreation	
Type	Rate
<b>Deseret Peak</b>	
Parking Lot Rental (see Deseret Peak map)	\$200
Large Parking Lot (next to Moto Cross Track)	\$600
Grass Area (see Deseret Peak map)	\$200
Overflow Parking	\$800 daily/\$200
Concessions	\$200 per stand/lot + \$500 deposit
Inside of the Racetrack	\$200
Soccer Fields	\$2,000
<i>Aquatic Center</i>	
Daily Rate	\$5
Pavilion Rental	\$25 per hour + admission for all guests
Private Reservations (up to 200 people)	
Sunday - Thursday	\$150 per hour + \$250 cleaning deposit
Friday – Saturday	\$200 per hour + \$250 cleaning deposit
Punch Card	\$35 per 10-punch pass
Swimming Lessons (8 lessons)	\$35 per student
Rental of Entire Pool	\$3,000 daily / includes lifeguards
<i>Archery Range</i>	\$3 per day (open shooting) \$200 per day – stationary targets
<i>Arena: Indoor (capacity 1,200) / Outdoor (capacity 2,500)</i>	
Hourly (3-hour minimum)	\$50 per hour
Daily	
No staff or County equipment during event	\$500 per day
Operator during event	\$50 per hour
Tractor (time metered on tractor)	\$50 per hour
Ticketed Event Charge (plus daily rental rate)	\$1 per person
Tractor Rental (renter operates tractor, arena prepared at start of rental)	\$75 per day
Floor Rental (Indoor only)	\$100
Install Flooring and Provide Cleaning (Indoor only)	\$2,250
Open Riding	\$10 per day
Monthly Open Ride Pass	\$25 per month
Sound System	\$100 per day or \$10 per hour
<i>Camping</i>	
RV with Full Hookups	\$30 per night
With Electric Hookups	\$20 per night
No Hookups	\$15 per night
<i>Convention Center</i>	

Facilities / Parks and Recreation	
Type	Rate
Deposit	\$500
Exhibit Hall	\$500
Flip Chart Stand	\$5
Kitchen	\$100/\$500 deposit
Overhead Projector	\$20
Podium with Sound	\$50
Screen	\$25
Single Room	\$100
Stage – Large	\$110
Stage – Small	\$55
Tables and Chairs	Included in rental fee
Ticketed Event Charge	\$1 per person
TV / VCR / DVD	\$20
Wedding Rate	\$750
White Board	\$10
<i>Rentals (offsite use)</i>	
Chair	\$1 each
Table	\$10 per day
<i>Rentals (onsite and offsite use)</i>	
10' x 10' Tent (renter pays city permit fees)	\$375 per day
Portable Bleachers	\$400 per day
<i>Heavy Equipment</i>	
Arena Tractor	\$50 per hour
Backhoe	\$50 per hour
Dozer	\$90 per hour
Dump Truck	\$65 per hour
Grader	\$90 per hour
Loader	\$90 per hour
Man Lift	\$50 per hour
Skid Steer	\$50 per hour
Water Truck	\$90 per hour
Horse Stalls 12' x 12'	\$15 per day
Horse Walker	\$150 per day
Open Ride	\$10 per day
<i>Motorized Arena (capacity 7,000)</i>	
Rental (including holding pens)	\$500 per event (price varies depending on event)
Ticketed Event Charge	\$1 per person
Museum Admission	Donation
<i>Pavilion</i>	
Livestock Event	\$250 per day + \$500 cleaning deposit
Personnel	\$50 per hour
Sports Teams / Clubs	\$25 per hour (max 2 hours at a time)
<i>Moto Cross Track</i>	



Facilities / Parks and Recreation	
Type	Rate
Rental	\$1,500 per event day (available one day before at no cost)
Maintenance	\$400 per day (County staff will prep arena day before event)
Water Truck Driver	\$75 per hour
Additional Maintenance	\$75 per hour
Open Ride	\$30 per day/per rider