

**AGREEMENT WITH 10K STAR EVENTS, LLC
FOR LANTERN RELEASE EVENT AT DESERET PEAK COMPLEX**

AGREEMENT dated this 1st day of August, 2023, by and between TOOELE COUNTY, a political subdivision of the State of Utah ("County"), and 10K STAR EVENTS, LLC, a Utah limited liability corporation ("10K"), governing 10K's production of a lantern release event ("Event") at the Deseret Peak Complex in Grantsville, Utah.

The parties mutually agree as follows:

1. Term. This Agreement governs the Event in 2023. The parties may, by mutual agreement, extend this Agreement to cover subsequent years.
2. Premises. The premises are located at and adjacent to County's Deseret Peak Complex in Grantsville, Utah. The premises consist of venues depicted in red on attached Exhibit A.
3. Event Dates. For 2023, the Event dates are September 22 and September 23. In the event of inclement weather, the parties will cooperate to alter the Event dates as needed. If the parties extend this Agreement to cover subsequent years, the parties will mutually agree upon the Event Dates for those years.
4. Exclusivity and Non-Compete. For a period of 60 days before the Event Period and 60 days after the Event Period, County shall not hold or allow to be held a sky lantern release event at the premises.
5. Event Period. The Event period begins one day prior to the commencement of the Event and continues for one day after the conclusion of the Event.
6. Sponsors. 10K may secure sponsors for the Event. Sponsors may erect booths and post banners throughout the premises during the Event Period. Prior to the conclusion of the Event period, each sponsor shall remove its temporary structures and facilities, and shall restore the portion of the premises used by it to its pre-Event condition.
7. Promotion and Media. 10K may use, without charge, County's name and logo on marketing materials to promote the Event. 10K may post signs on the premises during the Event Period to promote the Event. 10K may partner with media organizations, commercial entities, and private contractors to create publicity, promotional materials, and commercial materials ("media") that promote the Event. Media may be created at the premises during the Event Period and at other mutually agreed upon times. Media may include video, photos, TV broadcast, radio, blogs, and other media forms. Media created during the Event Period may be used by 10K to promote any of its future events at any other location.

8. Event Entertainment. 10K may provide entertainment for Event attendees at the premises in the form of live bands, DJs, or other entertainment deemed mutually agreeable by 10K and County.

9. Delivery of Premises. County shall ensure that the premises are ready for 10K's use at the commencement of the Event period.

10. 10K's Use of Venues During Event Period. 10K may use the venues depicted in red on attached Exhibit A during the entire Event period.

11. Attendees' Personal Food and Beverages. Except as provided in this section, 10K shall solely determine whether attendees may bring personal food and/or beverages into the Event. Attendees shall not be allowed to bring alcoholic beverages into the Event.

12. 10K's Responsibilities at Conclusion of Event Period. Prior to the conclusion of the Event period, 10K shall strike the Event, remove all temporary structures and facilities, and restore the premises to their pre-Event condition, reasonable wear and tear excepted. 10K need not replace race rails it removes prior to or during the Event. County staff shall inspect the premises and notify 10K of damage beyond reasonable wear and tear. 10K shall, at its own expense and within 10 days, repair such damage to the satisfaction of County. If 10K fails to timely and satisfactorily repair such damage, County may complete the repairs and invoice 10K. 10K shall pay any such invoice within 10 days.

13. Insurance. 10K shall obtain and maintain general liability insurance that covers bodily injury and property damage arising from 10K's use of the premises. 10K shall provide County with a certificate of insurance no less than 10 days prior to the commencement of the Event. The policy must carry a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.

14. Mutual Indemnification. 10K shall indemnify and hold harmless County and its officers and employees from and against all claims arising out of or related to this Agreement and 10K's use of the premises. County shall indemnify and hold harmless 10K and its officers and employees from and against all claims arising out of or related to County's acts or omissions.

15. Event Expenses. Except as otherwise provided in this Agreement, 10K shall be solely responsible for all Event expenses, including staffing, equipment, portable facilities, security, food and beverage concessions, entertainment, trash cleanup and removal, restroom cleaning and stocking, traffic control, and ticketing.

16. Vendors and Entertainers. 10K shall be solely responsible for contracting with vendors and entertainers. 10K shall be responsible for vendor-caused damages and/or entertainer caused damages to the premises beyond reasonable wear and tear.

17. Mass Gathering Permit. 10K shall apply for a mass gathering permit at least 60 days prior to the commencement of the Event and shall obtain the permit prior to the Event.
18. Security Plan. At least 60 days prior to the commencement of the Event, 10K shall submit an event security plan to the Sheriff's Office. 10K will coordinate with the Sheriff's Office and mutually agree upon a security plan at least 30 days prior to the commencement of the Event. After the Sheriff's Office has approved the security plan, the plan may only be amended with the written consent of the Sheriff's Office.
19. Business Licenses and Inspections. 10K shall obtain and maintain all licenses and/or permits required by Grantsville City and shall direct all vendors to obtain a business license from Grantsville City if required. At least 48 hours prior to the commencement of the Event, 10K shall provide a list of all vendors to County. 10K shall allow onsite access by County and/or Grantsville staff to verify or audit the licensure of vendors during the Event.
20. Health Department Permits and Inspections. 10K shall direct all food and beverage vendors to obtain a Tooele County Health Department permit. 10K shall allow onsite access by County Health Department staff to verify or audit the licensure of food or beverage vendors during the Event and to commit inspections to guarantee the safe storage, handling, preparation and service of food and beverages.
21. Facilities Inspection. Prior to the commencement of the Event, 10K shall allow Grantsville City to inspect and permit all facilities.
22. Premises Rental Fee. 10K shall pay to County the amount of \$10,000 for the entire Event period as follows: \$5,000 upon execution of this Agreement, and \$5,000 no later than seven days prior to the commencement of the Event period. If the Event is not held in 2023, all paid Premises Rental Fees will be returned to 10K.
23. Improvements. 10K shall make no improvements to the premises without prior written permission from County.
24. Utilities. 10K shall have access to, and use of, available electrical power, lighting, and water during the Event period.
25. Notice. When notice is required, it shall be directed to the following:

For Tooele County:
Corey Bullock, Parks & Recreation Director
47 South Main
Tooele, Utah 84074
(435) 843-4006

For 10K Star Events, LLC:
Deven Brooks
1042 E Fort Union #223
Midvale, Utah 84047
801-787-2398

26. **Modifications.** This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.
27. **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.
28. **Severability.** The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
29. **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.
30. **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.
31. **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.
32. **Venue.** The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought in the Third Judicial District Court, Tooele County, or, if it has jurisdiction, the Federal District Court for the District of Utah.
33. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute on and the same Agreement.

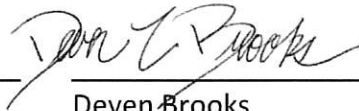
34. Anti-Boycott Certification. 10K certifies that it is not currently engaged in a boycott of the State of Israel and that it will not engage in a boycott of the State of Israel for the duration of this Agreement. 10K certifies that it is not currently engaged in a boycott action targeting a company 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. 10K shall notify County in writing if 10K begins to engage in such a boycott and acknowledges that such notice may be grounds for termination of this Agreement.

TOOELE COUNTY:

10K STAR EVENTS, LLC:



James A. Welch
Tooele County Manager



Deven Brooks
Chief Operating Officer

APPROVED AS TO FORM:



Colin Winchester
Deputy County Attorney

EXHIBIT A

