

**AGREEMENT WITH STEADMAN'S RECREATION, INC.
FOR TITLE SPONSORSHIP OF THE MOTOCROSS TRACK AT DESERET PEAK
COMPLEX**


AGREEMENT dated this 26th day of October, 2023, by and between TOOELE COUNTY, a political subdivision of the State of Utah ("County"), and STEADMAN'S RECREATION, INC., a Utah corporation ("Steadman's"), governing Steadman's title sponsorship of the motocross track ("Sponsorship") at the Deseret Peak Complex in Grantsville, Utah.

The parties hereby mutually agree as follows:

1. Steadman's shall: (a) furnish all labor and equipment; (b) furnish and deliver all materials not specifically identified as to be furnished by County; (c) provide construction work and build a new entrance to the motocross track valued at \$10,000; and (d) perform all other tasks required under this Agreement.
2. Steadman's shall apply for and obtain all necessary permits.
3. As payment in full, County agrees to make Steadman's the title sponsor of the motocross track for the year beginning January 1, 2024 and ending December 31, 2024. County and Steadman's shall agree upon final wording for said title sponsorship.
4. Steadman's covenants and agrees that all work and labor shall be done and performed in the best and most workmanlike manner.
5. Steadman's shall complete the work no later than December 31, 2024.
6. 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.
7. Commencing immediately and continuing until completion, Steadman's shall communicate with County Parks and Recreation Director Corey Bullock at least once a month to discuss expected materials delivery date(s), percentage of completion, expected completion date, impediments to timely completion, etc.
8. Prior to acceptance upon the completion of the project by County, Steadman's and County shall complete a final punch list, and Steadman's shall complete all items on the punch list within 14 days.

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. Steadman's shall notify County in writing if Steadman's begins to engage in such a boycott and acknowledges that such notice may be grounds for termination of this Agreement.

TOOELE COUNTY:



James A. Welch
Tooele County Manager

STEADMAN'S RECREATION, INC:



Russel Steadman
Owner/Manager

APPROVED AS TO FORM:



Nathan Harris
Deputy County Attorney