

## **STANDARD SERVICE PROVIDER CONTRACT**

This standard service provider contract is between San Juan County, a political subdivision of the State of Utah, and the following person or entity (the "Service Provider"):

Service Provider:	Legacy Pro Rodeo, LLC	Contact Phone Number:	(541) 543-8495
Contact Person:	Patrick Witham	Contact Email Address:	pwitham@legacyprorodeo.com
Address:	1421 NE Granger Avenue Corvallis, OR 97330	Type of Service:	San Juan Stampede Stock Contractor

San Juan County (County) desires to obtain the services of a professional and competent Service Provider to provide the contractual services under this contract.

San Juan County has utilized the services of Legacy Pro Rodeo, LLC (Service Provider) to perform these services under the San Juan Stampede Pro Rodeo and the County wishes to honor previous commitments and continue to contract for these similar Scope of Services as indicated and proposed scope below; and

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, and they desire to provide the contractual services under this contract.

The parties therefore agree as follows:

**1. Scope of Services.** The Service Provider agrees in summary as follows:

- A. Provide PRCA quality livestock as well as all labor, care and handling of such livestock.
- B. Provide event personnel as set forth in Exhibit 1 ("Service Provider Personnel Obligations").
- C. Provide two (2) PRCA performances and one (1) slack performance with a limit of twelve (12) contestants per PRCA performance in the bareback, steer wrestling, saddle bronc, tie-down roping, team roping, breakaway roping, and fifteen (15) bull riding Events per event. If County desires to increase the total number of contestants per performance in any one Event, and Service Provider is able to accommodate such increase.
- D. The County shall provide adequate corals, pens, hay, troughs, water and other facilities to house the Event livestock for a total of seven (7) days for each Event.
- E. County shall provide feed for the Event livestock for a total of seven (7) days to include 2.5 Ton Alfalfa/each Resident Day and 0.5 Ton Grass Hay/each Residence Day
- F. County shall provide five (5) trailer parking spots at the fairgrounds two (2) nights prior to each Event, each night during the Event and one (1) night after the Event.
- G. County shall provide six (6) hotel rooms with two double beds in each room for two nights prior to the Event, for each night of the Event and one (1) night after the event.
- H. County shall provide wi-fi services, power and a secured area for rodeo secretarial services
- I. County shall provide an adequate number of local laborers for the timed event chutes, stripping chute, clif-un-tiers, out gate and others as mutually deemed necessary.
- J. County shall provide all Specialty Acts, Announcer(s), Barrel/Funny Person and Sound and Video Production and all Operators.
- K. County shall pay prize money to the PRCA consistent with the approved PRCA Rodeo Application for the Event as outlined in Exhibit 2 ("Prize Money").
- L. County and Service Provider shall coordinate all Event planning and operations with the County's contracted vendor AM Sports Venturers and Production.
- M. Event Dates shall be performed on June 12-June 14, 2025 and June 11-June 13, 2026.

**2. Compensation.**

- A. Upon the Service Provider's completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider Fifty-Four Thousand Three Hundred and Sixty-Six Dollars and No/\$1.00 (\$54,366) for the first year, Fifty-Six Thousand Nine Hundred and Thirty-Four Dollars and No/\$1.00 (\$56,934) for the final year.
- B. Service Provider shall invoice San Juan County for the payment prior to the Event so that the County can compensate the Service Provider on or before the final day of rodeo, unless the parties agree, in writing, to alternative payment arrangements.

- C. Service Provider shall provide Breakaway calves at \$20.00/head, not to exceed twelve (12) head per performance.
- D. San Juan County shall cover the costs County personnel to include laborers and Specialty Acts.
- E. Included in the compensation for the rodeo, the Service Provider and County agree that compensation includes the County's contribution to the Road to Gold promotion.
- F. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
- G. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
- H. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
- I. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.

### **3. Rodeo Promotion and Sponsorship**

- A. County shall, at its sole cost and expense provide Service Provider with the promotional benefits to include prominent references to the Service Provider as being the Rodeo Stock Contractor for the Events and in all Event advertising, promotional materials, and other marketing, including on any associated webpages or social media associated with the Event, which shall include at a minimum Social Media Posts, Website, Direct marketing, Traditional Media and Event Signage.
- B. County shall provide a prominent space for the Service Provider to place a booth at least 10 feet by 10 feet in size at the Event and the right to sell and distribute branded merchandise or publications at each Event.
- C. County shall provide Service Provider with six (6) tickets to each day of the Event.
- D. Service Provider shall have unrestricted rights to photograph or make audio or audiovisual recordings of the event, including the right to make commercial use of the photographs or recordings.
- E. Promotion and Sponsorship includes allowance of the use of the Service Providers Marks as Legacy Pro Rodeo, Legacy Productions and Road to the Gold.
- F. Promotion and Sponsorship includes allowance of the use of the County's Marks as San Juan County, San Juan Stampede Pro Rodeo and San Juan Stampede.

### **4. Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on December 30, 2026 at 11:59 p.m.

### **5. Early Termination.**

- A. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County's notice is effective under section 9.
- B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County's notice is effective under section 8.
- C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30<sup>th</sup> day after San Juan County's notice is effective under section 9.
- D. San Juan County may terminate this contract, which termination will be effective at the time San Juan County's notice is effective under section 9, if:
  - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
  - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
- E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 9.

### **6. Warranties.**

- A. The Service Provider warrants to San Juan County that:
  - (1) All services performed under this contract shall:

- (a) Be of reasonable quality;
    - (b) Conform with reasonable professional standards; and
    - (c) Conform to codes, regulations, and laws.
    - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, Solicitations, Branding and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
  - B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 9.
  - C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 9.
  - D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- 7. Insurance.** The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:
- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
    - (1) Each occurrence - \$1,000,000.00;
    - (2) Damage to Rented Premises - \$300,000.00;
    - (3) Medical Exp. (Any one person) - \$5,000.00;
    - (4) Personal and Adv. Injury - \$2,000,000.00;
    - (5) General aggregate - \$2,000,000.00; and
    - (6) Products – Comp/Op aggregate - \$2,000,000.00;
  - B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
  - C. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers' Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

For the duration of this contract and for six years after the termination of this contract, San Juan County may request the Service Provider to provide San Juan County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If the Service Provider fails to provide San Juan County with the requested Certificates/Records within three business days of San Juan County's request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, San Juan County may immediately terminate this contract.

D. County shall provide Special Event Insurance satisfying PRCA and Service Provider requirements with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

- 8. Indemnification.** With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against San Juan County, San Juan County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("San Juan County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.
- 9. Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>San Juan County</u>		<u>Service Provider</u>	
San Juan County Attn: Mack McDonald PO Box 9 Monticello, UT 84535	<u>With a copy to:</u> San Juan County Attn: Attorney's Office PO Box 850 Monticello, UT 84535	Legacy Pro Rodeo LLC 1421 NE Granger Avenue Corvallis, OR 97330	<u>With a Copy to:</u> Claran P.A. Connelly McDermott Weaver Connelly Clifford LLP 1000 SW Broadway, Suite 960 Portland, OR 97205

- 10. Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.
- 11. Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 12. Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
- A. Any discretion granted under this contract;
  - B. Any right to satisfy a condition under this contract;
  - C. Any remedy under this contract; or
  - D. Any obligation imposed under this contract.
- Any purported transfer in violation of this section will be void.
- 13. Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 14. Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 15. Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
- 16. Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
  - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
- 17. Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

<p>SAN JUAN COUNTY</p>  <p>By: _____</p> <p>San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p>  <p>_____ Lyman Duncan San Juan County Clerk/Auditor Date: _____</p>	<p>Legacy Pro Rodeo, LLC</p>  <p>By: _____</p> <p>Patrick Witham</p> <p>Date: _____</p>
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**Exhibit 1**  
**Service Provider Personnel Obligations**

Rodeo Secretary  
Timers  
Bull Fighters  
Pickup Men  
Back Pen Help  
Chute Boss  
Flank Man

**Exhibit 2**  
**Prize Money**

<b>Event</b>	<b>Prize</b>
Bareback	\$4,500
Saddle Bronc	\$4,500
Bull Riding	\$4,500
Tie down Roping	\$4,500
Steer Wrestling	\$4,500
Barrel Racing	\$4500
Breakaway Roping	\$4500
Team Roping	\$9,000
- Header	\$4,500
- Heeler	\$4,500
<b>Total:</b>	<b>\$40,500</b>