



COMMUNITY SERVICES AGREEMENT BETWEEN
SANTAQUIN CITY AND (DBA ICON CHEER GROUP, LLC)

This Agreement between Santaquin City, a Utah municipal corporation (the "City") and DBA ICON CHEER GROUP, LLC ("Contractor") located at 1386 Sageberry Drive; Santaquin, UT 84655, together (the "Parties"), is made and entered into on May 20, 2025. This Agreement shall expire on May 31, 2026, unless renewed by the Parties.

Recitals:

- A. The City desires to provide CHEER programs organized by the City; and
- B. The Contractor is qualified, willing and able to provide its services to accomplish this objective;

Agreement

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **SERVICES TO BE PROVIDED:** The City hereby hires Contractor as an independent contractor, not an employee of the City, to provide CHEER program services. Contractor agrees to provide such services at the location, date, and time as identified below:

A. Location: Santaquin City Recreation Building(s)

B. Date(s) & Time(s)

Evening Schedule

Tuesdays 4:00-6:30pm

Wednesdays 4:00-8:00pm

Thursdays 4:00-8:00pm

May Team Placements:

May 13, 2025: 4:00-6:00pm

May 14, 2025 4:00-8:00p

Summer Camps:

July 16, 17, 18 (11am-3pm)

Summer Mornings:

Tuesday June-August (9am-1pm)

(Tuesday Exceptions: June 17 and July 29)

June 17, 19, 20

C. Type of service to be provided: Contractor shall provide CHEER program activities.

Any change to the location, date, or time shall be valid only as mutually agreed upon by the Parties in writing.

Contractor represents it has the competence and ability to perform said services and agrees to perform services in a complete, professional, and timely manner.

2. **PAYMENT:** The Contractor will be paid 75% of registration fees received by the City as its sole compensation for providing services as outlined in this Agreement. City will pay Contractor monthly an amount equal to 75% of the total registration fees received, minus 3% credit card merchant fee. City will give a monthly report of fees paid. City will pay Contractor the remaining amount within thirty days of the completion of services. Contractor shall not accept any gifts, gratuities or other forms of payments or compensation for services provided under this Agreement.
3. **SAFETY:** The City maintains all City owned locations and facilities for the CHEER programs conducted under this Agreement. Contractor shall immediately report any unsafe condition to the City prior to starting instruction or any activity or class or program. Commencement of instruction by the Contractor constitutes agreement as to the safety of the City owned and operated facility, premises and/or any equipment Contractor will utilize. Contractor shall insure that all programs are adequately supervised for the safety of all participants.
4. **EQUIPMENT:** If not already provided in the facility, Contractor shall furnish and supply its own equipment as necessary to provide services under this Agreement. City personnel shall not be responsible to assist in the setup of Contractor equipment. Contractor represents and warrants that it has and will maintain adequate equipment and all necessary certifications to perform the agreed upon services.
5. **INDEMNIFICATION AND INSURANCE:** Contractor shall indemnify and hold harmless the City, its agents and employees from all claims, demands, suits, losses or damage of any kind which is caused by, incidental to, or occurs as a result of any act or omission of the Contractor or anyone directly or indirectly employed by Contractor. This includes but is not limited to all damage to property or person including injury or death, all costs associated with injury claims related to the functioning or use of equipment utilized or provided by Contractor, and all other expenses reasonably incurred by investigation or defense of any such claim, loss, or damage. During the entire term of this Agreement, Contractor shall maintain general liability insurance, with minimum limits of \$1,000,000 per person and \$2,000,000 per occurrence, and prior to commencing any program under this Agreement, shall deliver to City, a certificate of insurance, naming City as an additional insured.

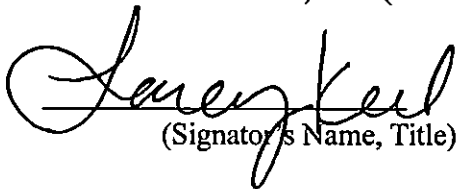
6. **USE OF CITY VENUE/PREMISES:** Contractor will treat all CHEER program attendees and all City employees with respect and will not subject anyone to discrimination or harassment because of the person's race, color, national origin, religion, gender, age, disability, pregnancy, or any other protected status. Contractor shall not use the City premises for any purpose other than those specified in this Agreement without prior written consent from the City. After completion of program(s), Contractor shall remove all of its equipment and surrender the premises in good condition; reasonable wear and tear is acceptable. Damages outside of reasonable wear and tear to the venue or to City facilities and or equipment, as determined in the City's sole discretion, shall be the responsibility of Contractor. Contractor shall open, close and secure facilities at the beginning and end of each use of City facility.
7. **BACKGROUND CHECK:** By signing this Agreement, Contractor certifies it has reviewed criminal background histories of each employee, assistant, and/or agent working for or with Contractor and that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion.
8. **DRUG-FREE WORKPLACE:** The City maintains a safe and productive environment that is free from impaired performance caused by use of alcohol, controlled substances, and/or medications. The Contractor agrees to maintain such an environment
9. **RENEWAL:** Upon expiration, the Parties may mutually renew this Agreement by written Notice of Renewal signed by the Parties, which includes the new date, time, location for services to be provided, and if applicable the new compensation amount. The renewed agreement will then expire on May 31st of the following year unless further renewed or unless it is terminated by either Party.
10. **EVENT PROMOTION:** The City has the right to use Contractor's name in promotional material pertaining to the CHEER programs.
11. **TERMINATION:** This Agreement may be terminated in the City's sole discretion at any time. The City will notify Contractor of the termination in writing at least 30-days prior to scheduled CHEER programs. The Contractor may terminate this Agreement at any time by providing 30 days written notice to the City.
12. **ASSIGNMENT AND DELEGATION:** Neither the City nor Contractor shall assign or delegate any interest in or duty under this Agreement without written consent of the other.
13. **JURISDICTION:** This Agreement and performance hereunder shall be construed in accordance with the laws of the State of Utah.
14. **SEVERABILITY AND WAIVER:** In the event any provision of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the Parties. One or more

waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same.

15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing.
16. **INFORMATION TO BE ACCURATE:** The Contractor is responsible to provide and update the City with accurate information. The Contractor shall inform the City of changes to information provided in this Agreement including, but not limited to contact information and certification that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives.

DBA ICON CHEER GROUP, LLC (CONTRACTOR)


(Signator's Name, Title)

5/15/2025
Date

SANTAQUIN CITY

Daniel M. Olson, Mayor

Date

ATTEST:

Amalie Ottley, City Recorder