



**AGREEMENT BETWEEN
SANTAQUIN CITY AND SUMMIT CREEK RODEO CLUB**

This Agreement is made and entered into this ___ day of _____, 2026, between Santaquin City, a Utah municipal corporation (the “City”) and the Summit Creek Rodeo Club, a Rodeo Club of the state of Utah (“Rodeo Club”), together (the "Parties).

RECITALS:

WHEREAS, the City owns facilities including real property, structures, and equipment, located at approximately 200 South and 400 West (the “Rodeo Grounds”), which are used for rodeo events and other compatible events and uses for the benefit of City residents and visitors; and

WHEREAS, Rodeo Club has used the Rodeo Grounds for the benefit of its members to practice roping and other rodeo events, to temporarily house livestock used in its activities, and to store feed for livestock, and has performed maintenance and grooming services at the Rodeo Grounds, and has provided volunteers to assist the City in connection with the City events described above; and

WHEREAS, the Parties desire to enter into an agreement to continue their relationship concerning the Rodeo Club’s use of the Rodeo Grounds at certain times when those facilities are not scheduled for City sponsored events, in exchange for maintenance and upkeep of the Rodeo Grounds, and other considerations; and

WHEREAS, Rodeo Club is qualified, willing, and able to provide its services to accomplish this objective;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. CITY will provide to Rodeo Club, as an independent contractor, not as an employee or as employees of the City, the following:
 - A. Non-exclusive access to and non-commercial use of the Rodeo Arena and lights for Roping Club use at specific times from April 1 through October 31, which specific times must be proposed by Rodeo Club to the Recreation Office for approval and scheduling in Park Registration Software.

- B. Non-exclusive permission to keep animals and feed in areas designated by the City at Rodeo Grounds from April 1 through October 31.
- C. Non-exclusive permission for Roping Club liaison, Jared Steele, or a City approved designee, to access and operate a City tractor and City water truck, with water provided by City as necessary to prepare the Rodeo Grounds for official Rodeo Club use and official rodeo and Rodeo Club events.
- D. An annual payment of \$1,800.00, for services provided by the Rodeo Club contained in this Agreement. This annual payment shall consist of two equal payments, one in April and one in August. Note, the amount of the annual payment may be increased by the City Council as part of a City approved fiscal budget.

2. RODEO CLUB will provide City with the following:

- A. Indemnification and Insurance as provided in Section 5 of this Agreement.
 - B. A proposed Annual Arena Use Schedule by April 1st of each year, and proposed scheduling updates as needed.
 - C. Rodeo Club will keep the Rodeo Grounds clean and in good repair.
 - D. All Rodeo Grounds arena preparation from April 1 through October 31 of each year.
- 3. SAFETY:** The City maintains the Rodeo Grounds and facilities for the benefit of City residents and visitors conducted under this Agreement. Rodeo Club shall inspect and immediately report any unsafe condition to the City prior to starting any event or activity. Any use of the Rodeo Grounds by the Rodeo Club constitutes agreement as to the safety of the Rodeo Grounds, premises, and/or any equipment Rodeo Club will utilize.
- 4. EQUIPMENT:** Except as otherwise specifically provided in this Agreement, Rodeo Club 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 Rodeo Club equipment.
- 5. INDEMNIFICATION AND INSURANCE:** Rodeo Club 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 Rodeo Club or anyone directly or indirectly associated with the Rodeo Club. This includes but is not limited to all damage to City property, property of others, or persons including injury or death, all costs associated with injury claims related to the functioning or use of equipment utilized or provided by Rodeo Club, and all other expenses, including attorneys' fees, reasonably incurred by investigation or defense of any such claim, loss, or damage. During the entire term of this Agreement, Rodeo Club shall maintain general liability insurance, with minimum limits of \$1,000,000 per person and \$2,000,000 per occurrence, and within 30 days of entering into this Agreement,

shall deliver to City, a certificate of insurance, naming City as an additional insured.

6. **USE OF CITY VENUE/PREMISES:** Rodeo Club will treat all persons at or using the Rodeo Grounds 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. Rodeo Club shall not use the City premises for any purpose other than those specified in this Agreement without prior written consent from the City.
7. **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. All Rodeo Club members agree to maintain such an environment.
8. **TERMINATION/EXPIRATION:** Unless terminated earlier, this Agreement shall expire on December 31, 2027. Either Party may terminate this Agreement upon a material breach by the other Party, by providing 30-days written notice to the other Party. In addition, either Party may terminate this Agreement for any reason, or no reason, by providing written notice of termination/expiration to the other Party within 45 days of the scheduled expiration date. If not terminated by the expiration date, or any extension thereof, this Agreement shall automatically renew for an additional one-year term.
9. **ASSIGNMENT AND DELEGATION:** Neither the City nor Rodeo Club shall assign or delegate any interest in or duty under this Agreement without written consent of the other.
10. **JURISDICTION:** This Agreement and performance hereunder shall be construed in accordance with the laws of the State of Utah.
11. **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.
12. **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.

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

SUMMIT CREEK RODEO CLUB

[Name], [Title]

Date

SANTAQUIN CITY

Daniel M. Olson, Mayor

Date

ATTEST:

Stephanie Christensen, City Recorder