

**DEMOLITION DERBY AGREEMENT
BETWEEN TOOELE COUNTY AND THE
TOOELE COUNTY SEARCH AND RESCUE**

THIS AGREEMENT, dated this 2nd day of June 2009, is entered into between **TOOELE COUNTY, UTAH**, 47 South Main Street, Tooele, Utah 84074, a body politic and corporate of the State of Utah, (hereinafter "County"), and **TOOELE COUNTY SEARCH AND RESCUE**, 47 South Main Street, Tooele, Utah 84074, (hereinafter "Search and Rescue"), a volunteer organization created under the auspices of the Tooele County Sheriff.

This Agreement is for the purpose of establishing the parties' respective rights, responsibilities, and duties pertaining to two (2) annually specific demolition derbies to be held at Tooele County's Deseret Peak Complex.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

COUNTY RESPONSIBILITIES

County shall:

1. Provide Deseret Peak Complex with its motorized arena and seating, parking facilities, restrooms, sound systems, and lighting systems for the nonexclusive use of Search and Rescue to hold a Search and Rescue Derby twice a year (June and August).
2. Collect driver entry fees for the Search and Rescue Derbies. Search and Rescue will use the fees as prize money for the most aggressive driver in each Derby. Driver entry fees can be paid at the Deseret Peak Complex Main Gate or online through the Complex's website.

3. Publish and support the derby rules put forth by the Search and Rescue. Rules shall be agreed to by both the County and the Search and Rescue prior to publication and distribution and may only be modified upon the mutual agreement of both the County and the Search and Rescue. In the case of a "disgruntled driver," the County agrees that the Search and Rescue has the authority to make final decisions on issues related to derby rules or the interpretation of derby rules.

4. Operate ticket booths and sell admission tickets and pit area tickets for the two (2) demolition derbies. County shall retain all proceeds from ticket sales.

5. Operate beer sales at both derbies, limit beer sales to the public, and devise plans and procedures for the employee entrance.

6. Supply, stock, and operate all concession stands at both derbies and retain all proceeds.

7. Provide cash prizes for the Search and Rescue Derbies in the amount of Fifteen Thousand Six Hundred Dollars (\$15,600). This is the total amount of prize money to be provided annually by the County for both derbies. The exact distribution of said prize money shall be determined by the Search and Rescue (i.e., amount of prize money and number of places paid may vary from derby to derby).

8. Place and pay for advertising of the Search and Rescue Derbies. Advertising costs shall not exceed Two Thousand Four Hundred Dollars (\$2,400).

9. Pay Search and Rescue Three Thousand Five Hundred Dollars (\$3,500) per derby to provide security services.

10. Provide complimentary ("comp") tickets to the Search and Rescue to be used for those members who will provide security services at the derbies as well as other support services (fire, ambulance, tow, etc.). The number of comp tickets shall not exceed 250.

11. Set the gate fee for the Search and Rescue Derby.
12. Pay for tow trucks to be used at the derbies. County agrees to pay \$100 per tow truck per derby with a maximum of four trucks.
13. Pay for the trophies awarded at the derbies, subject to the Search and Rescue receiving County approval for said purchase by following the County's purchasing procedure (P.O. # and approval).

SEARCH AND RESCUE RESPONSIBILITIES

Search and Rescue shall:

1. Prepare and provide information to the County to be used in advertising for the Search and Rescue Derbies.
2. Provide (select and order) trophies for the Search and Rescue Derby. County shall pay for said trophies so long as County purchasing procedures have been followed.
3. Provide announcer, timers (10), and judges (8), including a head timer and a head judge, for the Search and Rescue Derbies.
4. Provide a minimum of twenty (20) Search and Rescue members who shall work security at the Search and Rescue Derbies.
5. Assure that one (1) ambulance on standby and two (2) fire trucks manned by four-man crews are provided for the Search and Rescue Derby.
6. Assure that tow trucks are provided for the Search and Rescue Derby. Search and Rescue shall provide to the County a list of tow truck drivers/companies that will be used at the derby at

least two weeks prior to the event. This advance notice is required to allow the County to arrange for payment for said services.

7. Provide a Derby Chairman to work with the Fair Board and Commissioners.

MUTUAL AGREEMENTS

1. County shall receive all proceeds from admission ticket sales and pit entrance fees from both derbies.

2. This Agreement shall become effective immediately. The initial term of this agreement shall be for two years and shall automatically renew for additional two-year terms unless either party provides at least ninety (90) days written notice of intent to terminate to the other party.

3. All property used by another party shall be returned immediately after each event (radios, time clocks, coolers, etc.)

4. Driver rules and general rules shall be mutually agreed upon by the County and the Search and Rescue prior to publication and distribution of said rules and may only be modified upon the mutual agreement of both the County and the Search and Rescue.

5. A list of those receiving complimentary tickets for any event must be pre-approved by the Tooele County Commission.

6. This Agreement supercedes all prior agreements of the parties pertaining to demolition derbies and all such agreements are hereby terminated.

SEARCH AND RESCUE



Frank Park, Commander

TOOELE COUNTY

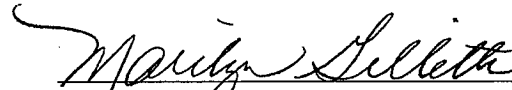


Colleen Johnson, Chairman
Tooele County Commission

ATTEST:



Fred Dennison, Commander



Marilyn Gillette, Clerk

