

**OPERATION AGREEMENT FOR  
DESERET PEAK SOCCER FIELDS**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, and between Tooele County, a body corporate and politic of the State of Utah, and the TC United (hereinafter "Operator") regarding the operation of the Deseret Peak soccer fields.

**WHEREAS**, Tooele County and the Operator desire to enter into this agreement;

**WHEREAS**, Tooele County owns the Deseret Peak soccer fields and Operator desires to manage and operated these fields.

**NOW, THEREFORE**, in consideration of the premises, mutual promises and covenants and good and valuable consideration, the parties agree as follows:

**SECTION I - OPERATOR:** Operator will manage and operate the Deseret Peak soccer fields with the following conditions:

- A. Operator will pay for all electrical use at the soccer fields.
- B. Operator will pay up to for the installation of the electrical meter. If the installation costs more than \$1600.00, then the County will be responsible for the remaining balance.
- C. Operator will have general liability or special event insurance that will cover bodily injury, property damage or personal injury related to any use of the ball fields. Operator will provide to County a certificate of insurance. The policy will carry a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- D. Operator agrees to indemnify and hold County harmless against claims by third parties alleging injury caused by the negligence, malpractice or other breaches of the Operator while performing duties for the County within the scope of this contract.
- E. Operator will provide all maintenance and employees to operate the fields at no cost to the county. Operator will be responsible to repair or replace property damaged by Operator.
- F. Operator will be allowed use of a county mower and sprinkler system. All fuel and maintenance of the mower and sprinkler system will be paid for by the Operator.
- G. Operator will provide portable toilets for patron use and empty all garbage cans.
- H. Operator will schedule, establish and collect all fees for use of the fields. Operator will have priority for use of the fields for all parties other than the County. County has the right to schedule up to four events per year and will pay all costs for those events. If

other parties wish to use the fields, Operator shall coordinate and permit such use by third parties.

- I. Operator will pay Tooele County a fee of \$5.00 per youth in TC United Competitive League through the term of this contract as stated in Section III.
- J. Operator will pay Tooele County 10% of gross sales generated from the concessions.
- K. Operator will make available for review by the County all books related to the income of the league or leagues which use the fields.

**SECTION II - TOOELE COUNTY:** Tooele County's right and responsibilities are as follows:

- A. County will provide Operator access and use of all soccer fields at the Deseret Peak Complex.
- B. County will provide all water necessary for irrigation and field maintenance.

**SECTION III – DURATION:** The duration of this agreement shall be from April 1, 2013 to June 30, 2014.

**SECTION IV - TERMINATION:** This Agreement shall take effect upon its execution by the parties and shall remain in full force and effect until all obligations hereunder are fulfilled or unless terminated pursuant to a material breach. A material breach of this agreement by any party is grounds for termination immediately, if such breach is not remedied after fifteen (15) days' written notice is given to the defaulting party.

**SECTION V – NOTICE:** Notices under this agreement shall be sent to the parties at addresses set forth below or to such other address as the parties designate in writing:

Tooele County: Tooele County Commission  
47 South Main Street  
Tooele, Utah 84074

Operator: TC United  
c/o Kisha Christensen  
772 North Main #132  
Tooele, UT 84074

**SECTION VI – SEVERABILITY:** If during the term of this agreement it is found that a specific clause is declared to be unlawful, the remainder of the agreement not affected by such a ruling shall remain in full force.

**SECTION VII – SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives.

**SECTION VIII – COST OF DEFAULT:** In the event of default by any party hereto, the defaulting party shall pay all costs and expenses of each other party, including a reasonable attorney’s fee, which may be incurred by such party in enforcing its rights and remedies resulting from such default.

**SECTION IX – ENTIRE AGREEMENT:** It is expressly understood that this Agreement and any documents referred to herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof. Any and all prior understandings or commitments of any kind, oral or written, pertaining thereto are hereby canceled. If any restrictive provisions hereof are found to be unreasonable in extent and unenforceable, but would be enforceable if the extent of such restriction were reduced or modified, then such restriction shall apply with such reduction or modification as may be necessary to render it valid and enforceable.

**IN WITNESS WHEREOF,** the parties have executed this Agreement the date and year first above written.

**TOOELE COUNTY**

**OPERATOR**

\_\_\_\_\_  
J. Bruce Clegg, Chairman

VISHAC-VP TC United  
Kisha Christensen for TC United 12 12-13

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Doug Hogan  
Tooele County Attorney

\_\_\_\_\_  
Marilyn K. Gillette, Clerk

( S E A L )