

Sales Contract for Products

Wasatch County Event Complex
Order number 1001

This sales Contract for product (this “contract”) is made effective as of August 27, 2014, by and between Wasatch County, of 25 North Main, Heber City, Utah 84032 and Eagle Mountain City [1650 E. Stagecoach Run, Eagle Mountain, UT 84005](#), (“P.E.R”)

- 1. Items Purchased:** Wasatch County Parks and Recreation District agrees to sell, and E.M.C agrees to buy the following products (the “goods”) in accordance with the terms and conditions of this contract:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
3,000 Grandstand Seating	1	\$ 120,000.00	\$ 120,000.00

Payment: Payment shall be made to Wasatch County.

E.M.C agrees to pay Wasatch County Parks and Recreation District as follows 50,000.00 up front. Next payment of \$25,000.00 due November, 1 2015 followed by \$25,000.00 November, 1 2016 and final payment of \$20,000.00 made on July, 1 2017. A 4 percent annual interest rate will be added for the remaining unpaid balance. If any invoice is not paid when due, interest will be added to the payable, on all overdue amounts at 10 percent, or the max percentage allowed under applicable laws, whichever is less. E.M.C. shall pay all costs of collection including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law if E.M.C fails to pay for the goods when due, Wasatch County Parks and Recreation District has the option to treat such failure to pay as a material breach of this contract, and may cancel this contract and/or seek legal remedies as described below under “Remedies on Default.”

- 2. Delivery:** Time is of the essence in the performance of this contract. Wasatch County Parks and Recreation District will make the goods available to E.M.C on or before August 27, 2014

E.M.C will provide trucking for product.

- 3. Payment of Taxes:** E.M.C. agrees to pay all taxes of every description, federal, state and municipal, that arise as a result of this sale, excluding income taxes.
- 4. Warranties:** The goods are sold on an “as is” basis.

5. **Inspection:** E.M.C must inspect and approve of bleachers before leaving Wasatch County facility. Located at 415 South Southfield Rd. Heber City, UT

6. **Default:** The occurrence of any of the following shall constitute a material default under this contract:
 - a. Failure to make a required payment when due
 - b. The insolvency or bankruptcy of either party
 - c. The subjection of any of either party's property to any levy seizure, general assignment for the benefit of creditors application or sale for our by any creditor or government agency
 - d. The failure to make available for deliver the goods in the time and manner provided for in this contract.

7. **Remedies on Default:** in addition to any and all other rights a party may have available according to law. If a party default by failing to substantially perform any provision, term or condition of this contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party provided notice, the failure to cure the default(s) within such timed period shall result in the automatic termination of this contract.

8. **Arbitration:** Any controversies or disputes arising out of or relating to this contract shall be resolved by binding arbitration in accordance with the then-current commercial arbitration rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select an arbitrator, all three of whom shall preside jointly over the matter. The arbitrator shall take a place of location that is reasonably centrally located between two parties, or otherwise mutually agreed upon by the parties. All document materials and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restrain orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any

arbitration proceeding, the parties shall continue to perform their perspective obligations under this contract.

- 9. Confidentiality:** Both Parties acknowledge that during the course of this contract, each may obtain confidential information regarding the other parties business. Both parties agree to treat all such information and the terms of this contract as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this contract upon request by an owner. All documents relating to the confidential information will be returned to such owner.
- 10. Notice:** Any Notice or communication required or permitted under this contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address listed above to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.
- 11. Entire Contract:** This contract contains the entire agreement of the parties regarding the subject matter of this contract, and there are no other promises or conditions in any other agreement whether oral or written. This contract supersedes any prior written or oral agreements between the parties.
- 12. Amendment:** This contract may be modified or amended if the amendment is made in writing and signed by both parties.
- 13. Severability:** If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable if a court finds any provisions of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, constructed and enforced as so limited.
- 14. Waiver of Contractual Right:** the failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and complete strict compliance with every provision of this contract.
- 15. Applicable Law** This contract shall be governed by and constructed according to the laws of the state of Utah without reference to its conflicts of law principles.

16. Signatures This agreement shall be signed on behalf of E.M.C by City Manager , Eagle Mountain City, and on behalf of Wasatch County Parks and Recreation District by Wasatch County Parks and Recreation District, Wasatch County Parks and Rec Chairman and effective as of the date first above written

Buyer:

Eagle Mountain City [1650 E. Stagecoach Run](#), Eagle Mountain, UT 84005

By: _____

City Manager

Eagle Mountain City

Seller:

Wasatch County Parks and Recreation District Parks and Rec

By: _____

Greg Mcphie

Wasatch County Parks and Rec Chairman