

AGREEMENT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT FOR SNOW REMOVAL SERVICES ("Agreement"), is made and entered into effective

this _____ date of _____, 2023 (the "Effective Date"), by and between WASATCH PEAKS RANCH CLUB, LLC, a Utah limited liability company (the "Club"), and WPR ROAD AND FIRE DISTRICT, a Utah special district (the "District"). The Club and the District are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the District desires to retain the service of the Club to perform snow removal services as herein more particularly described, and the Club is willing to provide said services to the District subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the services to be provided to the District by the Club, as hereinafter set forth, the sums to be paid therefore, and the covenants and conditions set forth herein, the Parties hereby mutually agree as follows:

1. SCOPE OF SERVICES. The Club shall perform snow removal services, including plowing, blowing, salting/sanding, and where necessary removal of snow and/or ice, on all roads ("Roads") identified and depicted in green on EXHIBIT "A" attached hereto and incorporated by reference herein (collectively, "Services"). Services shall be provided automatically, without the need of request by the District, in connection with any and all snow events each year during the Term hereof. For purposes of this Agreement, "snow event" shall mean any accumulation of more than 2-inches of snow and/or ice on any of the identified Roads.

2. CONTRACT TERM. The term of this Agreement shall commence on November 1, 2023 and end on May 31, 2024.

3. PERFORMANCE. The Club shall devote such time to the performance of Services hereunder as may be reasonably necessary for the performance of the same in a good and professional manner. The Club shall not be considered in default of this Agreement to the extent such performance by the District is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the District.

4. INDEPENDENT CONTRACTOR STATUS. It is hereby understood and agreed by and between the Club and the District that, at all times during the terms of this Agreement, the following shall apply: (i) all work and acts of the Club shall be performed as an independent contractor and not as an agent, officer, employee of the District, and that this Agreement is not intended to, and shall not be construed so as to create any partnership, joint venture or relationship other than that of a client and independent contractor; (ii) the Club may provide services to others during the same period service is being provided to the District under this Agreement, subject to the Club's performance obligations hereunder; (iii) the Club shall have no claim against the District for employee rights or benefits whatsoever; (iv) the Club is not subject to the direction and control of the District except as to the final result of the services and work contracted for under this Agreement; (v) the Club shall be obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, and unemployment, disability and worker's compensation insurance with respect to the fees paid by the District for the Club's Services hereunder; (vi) all employees of the Club and any third persons employed by the Club in providing the services hereunder shall be entirely and exclusively under the direction, supervision and control of the Club, and all terms of employment, including hours, wages, working conditions, discipline, hiring, discharge and any and all other terms of employment or requirements of law pertaining thereto shall be the sole responsibility of and be determined solely by the Club, and not the District.

5. PAYMENT FOR SERVICES. The District shall pay the Club for Services rendered on a time and materials basis at the hourly rates for labor and equipment set forth in the Labor and Equipment Hourly Rate schedule set forth on EXHIBIT "B" attached hereto and incorporated by reference herein. Payment shall be made in full within thirty (30) days from the date of receipt of the Club's invoice.

4. APPLICABLE LAW, LICENSES, CERTIFICATES AND PERMITS. The Club shall perform all Services in compliance with all applicable local, state and federal laws, ordinances and regulations, and shall maintain throughout the term of this Agreement any licenses, permits, certificates, qualifications and approvals of whatsoever nature which are legally required for Club to provide the Services contracted for hereunder.

5. INDEMNIFICATION. The Club agrees to indemnify, defend and save the District harmless from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the negligent acts, errors or omissions of its officers, agents, contractors or employees in any way related to the Services to be provided under this Agreement. In the event any claims are caused by the joint or concurrent negligence of the Parties, each Party shall indemnify the other only in proportion to that Party's own negligence. Neither Party shall be responsible for warranties, guarantees, fitness for a particular purpose or breach of fiduciary duty. This indemnity shall survive the termination of this Agreement.

6. LIABILITY INSURANCE. The Club shall maintain property damage and general liability insurance coverage -including, but not limited to, personal and bodily injury, against all claims arising out of or in connection with the Service provided hereunder. Said general liability insurance shall be, at a minimum, in the amount of Two Million Dollars (\$2,000,000) per occurrence, and Five Million Dollars (\$5,000,000) annual aggregate.

7. DEFAULT AND BREACH; REMEDIES. The failure by the Club to observe and perform any of the terms, covenants and conditions of this Agreement, where the failure to perform shall continue for a period of ten (10) days after written notice from the District, shall constitute a material default and be a breach of this Agreement by the Club; however, in event the default is such that it cannot be cured within said ten day period, there shall be no event of default if the Club shall commence to cure the default within the ten day period and proceeds thereafter to cure the default with all possible diligence, and the default is cured within a reasonable period. The District shall have available to it all rights and remedies afforded at law or in equity in the event of a breach of this Agreement by the Club, including, without limitation, termination of this Agreement upon ten (10) day's written notice. In the event of early termination of this Agreement as provided herein, the Club shall immediately cease rendering Services as of the date of termination, and the District shall pay to the Club the reasonable value of its Services rendered to the date of termination.

8. ASSIGNMENT PROHIBITED. The Club may not assign any right or delegate any duties hereunder to be performed in connection with the Services to be provided by it without the express, prior written consent of the District, and any attempted or purported assignment without such consent shall null and void.

9. WAIVER. Unless otherwise set forth in writing, a waiver by the District of any breach or a waiver of any right or remedy available at law or in equity in the event of a breach, shall not constitute or be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition or of any continued or subsequent right to same right or remedy.

10. COMPLETENESS. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior agreements, understandings, statements, representations and warranties, oral or written, express or implied, by and among the Parties and their respective affiliates, representatives and agents in respect of the subject matter hereof.

11. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and each term, covenant and condition contained herein.

12. **AMENDMENT; MODIFICATION.** This Agreement cannot be amended or modified except pursuant to an instrument in writing executed by the Parties.

13. **FURTHER ACTION.** The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

14. **ATTORNEY'S FEES.** If either Party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, in an amount to be fixed by the court in the same action. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the federal bankruptcy court, whether or not they are adversary proceedings or contested matters.

15. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

16. **AUTHORITY.** The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first set forth above.

WASATCH PEAKS RANCH CLUB, LLC

By: 
Jenny Robinson, CFO

WPR ROAD AND FIRE DISTRICT

By: 
Gary S. Derck, Board of Trustees

EXHIBIT "A"

Identification and Depiction of the Roads Subject to this Agreement

1. The subject roads are the roads and paths shown on the attached map, and are described as follows:

2. The subject roads are the roads and paths shown on the attached map, and are described as follows:

3. The subject roads are the roads and paths shown on the attached map, and are described as follows:

4. The subject roads are the roads and paths shown on the attached map, and are described as follows:

5. The subject roads are the roads and paths shown on the attached map, and are described as follows:

6. The subject roads are the roads and paths shown on the attached map, and are described as follows:

7. The subject roads are the roads and paths shown on the attached map, and are described as follows:

8. The subject roads are the roads and paths shown on the attached map, and are described as follows:

9. The subject roads are the roads and paths shown on the attached map, and are described as follows:

10. The subject roads are the roads and paths shown on the attached map, and are described as follows:

11. The subject roads are the roads and paths shown on the attached map, and are described as follows:

12. The subject roads are the roads and paths shown on the attached map, and are described as follows:

13. The subject roads are the roads and paths shown on the attached map, and are described as follows:

14. The subject roads are the roads and paths shown on the attached map, and are described as follows:

15. The subject roads are the roads and paths shown on the attached map, and are described as follows:

{02219484-1 }

Paved Roads - WPR	Miles	District	Club	Ranch	Projected cost Per Mile/ YR	\$56,550
0A/0B/0C	3.71		3.71			
Sub Station Rd	0.7		0.7			
Member Services Rd	0.42		0.1386	0.1386		
N. Oaks Access	0.34			0.34		
Bar W Rd	0.23			0.23		
Ridge Rd	0.63			0.63		
Peaks View	1		0.25	0.25	0.5	
Three Toes PS Access	0.39			0.39		
Snowberry	0.11		0.11			
Total Miles	7.53		4.9086	1.9786	0.6386	
Percentage			64.4	26.27	9.2	
Total Annual Cost			\$277,581.33	\$111,889.83	\$36,112.83	

Dirt Construction Access Roads - Whitaker Construction		Golf maint	Comfort station	Projected Cost Per Mile/ YR	\$271,739
Village-M1	1.19			0.595	0.595
Meadow View	0.56			0.56	
Village to S. Oaks	0.77		0.077	0.693	
Ski Utility-D22	0.25			0.25	
PS1	0.05	0.05			
PS2 Rd	0.26	0.26			
Well Rd	0.35	0.35			
Total	3.43	0.66	0.077	1.503	0.595
Percentage		19.24	2.24	43.81	17.34
Total Annual Cost		\$179,347.74	\$20,923.90	\$408,423.72	\$161,684.71
					\$161,684.71

Parking Lots	Acres			Projected Cost Per Acre/ YR	\$3,500
Member Services Parking	3.6		1.8	1.8	
Basecamp	3.25		0.325	2.925	
Total	6.85		2.125	4.725	
Percentage			31.02	68.97	
Total Annual Cost			\$7,438	\$16,538	

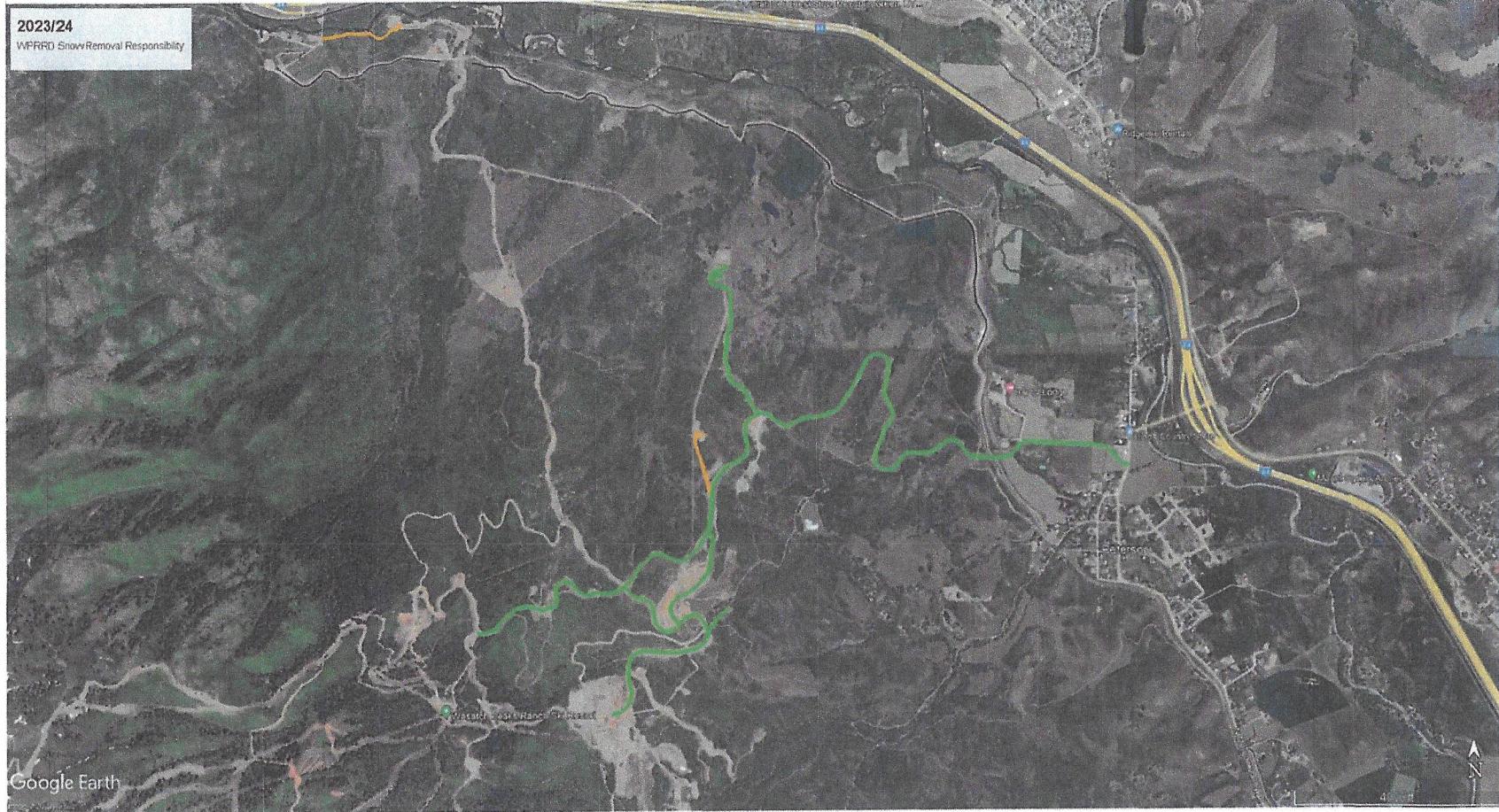


EXHIBIT "B"
Labor and Equipment Hourly Rate Schedule

{02219484-1 }

Wasatch Peaks Ranch Club, LLC
Snow Removal labor & equipment rates
Winter 2023-2024

Hourly Rate

Equipment

Description	
Pickup Plow Truck	\$95.00
Large Plow Truck	
Loader w bucket	\$275.25
Loader w blade	\$275.25
Loader w blower	\$320.00
Skid steer w bucket	98.25
Skid steer w blower	\$100.00
Road Grader (outside)	
Dozer D6	
Snow Blowers	\$10.00

Hourly rate includes: fuel, fluids, maintenance, and depreciation

Labor	In-House
Laborer/Shoveler	\$25.00
Pickup plow driver	30.00
Large plow driver	32.00
Loader operator	35.00
Skid steer operator	32.00