

PARKING USE AGREEMENT

[Prop. No. 502-3505]

THIS PARKING USE AGREEMENT (“**Agreement**”) is entered into as of this 1st day of April, 2023 (the “**Effective Date**”), by and between WEBER SCHOOL DISTRICT, a political subdivision of the State of Utah (“**Weber**”), and GOAL Foundation, a Utah non-profit organization (“**GOAL**”). Weber and Goal are sometimes referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

A. Weber owns that certain real property located at approximately 5821 East 1900 North, Eden, Weber County, Utah, parcel number 20-131-0001 (the “**Weber Property**”) on which Weber operates Valley Elementary School (the “**School**”).

B. GOAL would like to utilize the School’s parking lot for a Race Event. GOAL would like to direct its guests to utilize the School’s parking lot for race registration and awards ceremony at the conclusion of the race.

C. GOAL desires to obtain a license from Weber for use of the existing parking lot on the Weber property, as such parking lot is depicted on Exhibit A, attached hereto and incorporated herein by this reference (the “**License Area**”), and Weber is willing to grant the same upon the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. Grant of License; Use. Weber hereby grants to GOAL, including its employees, contractors, visitors, invitees and guests, a nonexclusive license (the “**License**”) to use the License Area for the sole purpose of the Race Event described above. This License shall be limited to the uses permitted herein during the hours of 5:30am through 4:00 pm on Saturday, April 1st, 2023.

2. Term. The term of this Agreement (the “**Term**”) shall be from 5:30am to 4:00pm on Saturday, April 1, 2023. Weber may provide GOAL with twenty (20) days prior written notice of termination of this License for any reason whatsoever, in Weber’s sole and absolute discretion. Upon termination of this Agreement, GOAL shall vacate and cease to use the License Area and shall further take commercially reasonable actions to ensure its employees, contractors, visitors, invitees and guests immediately vacate and cease using the License Area.

3. Access. GOAL, its employees, contractors, visitors, invitees and guests shall have the right to enter upon and use the License Area solely for the purposes permitted by this Agreement. GOAL hereby acknowledges that any other access rights on, to, or over the Weber Property historically granted or available to GOAL, its employees, contractors, visitors, invitees and guests, are hereby terminated and of no further force or effect, and GOAL waives any and all prescriptive rights to the License Area and/or Weber Property.

requested, to the parties at the addresses set forth below, or at such other address as the parties may designate by written notice in the above manner.

If to Licensor: Weber School District
Attn: Robert Petersen
5320 Adams Ave. Pkwy.
Ogden, UT 84405

If to Licensee: GOAL Foundation
Attn.: Eric Swanson
Executive Director
Goal Foundation

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

12. Miscellaneous. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This instrument constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. In the event of suit to enforce this Agreement the court or other arbiter shall award costs and reasonable attorneys' fees to the prevailing party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WEBER:

WEBER SCHOOL DISTRICT,
a political subdivision of the State of Utah

By: _____
Name: Cristal Deames
Its: _____

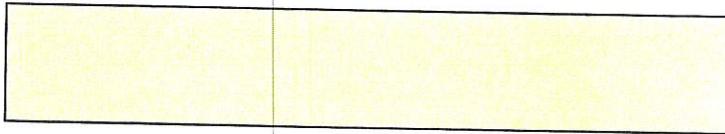
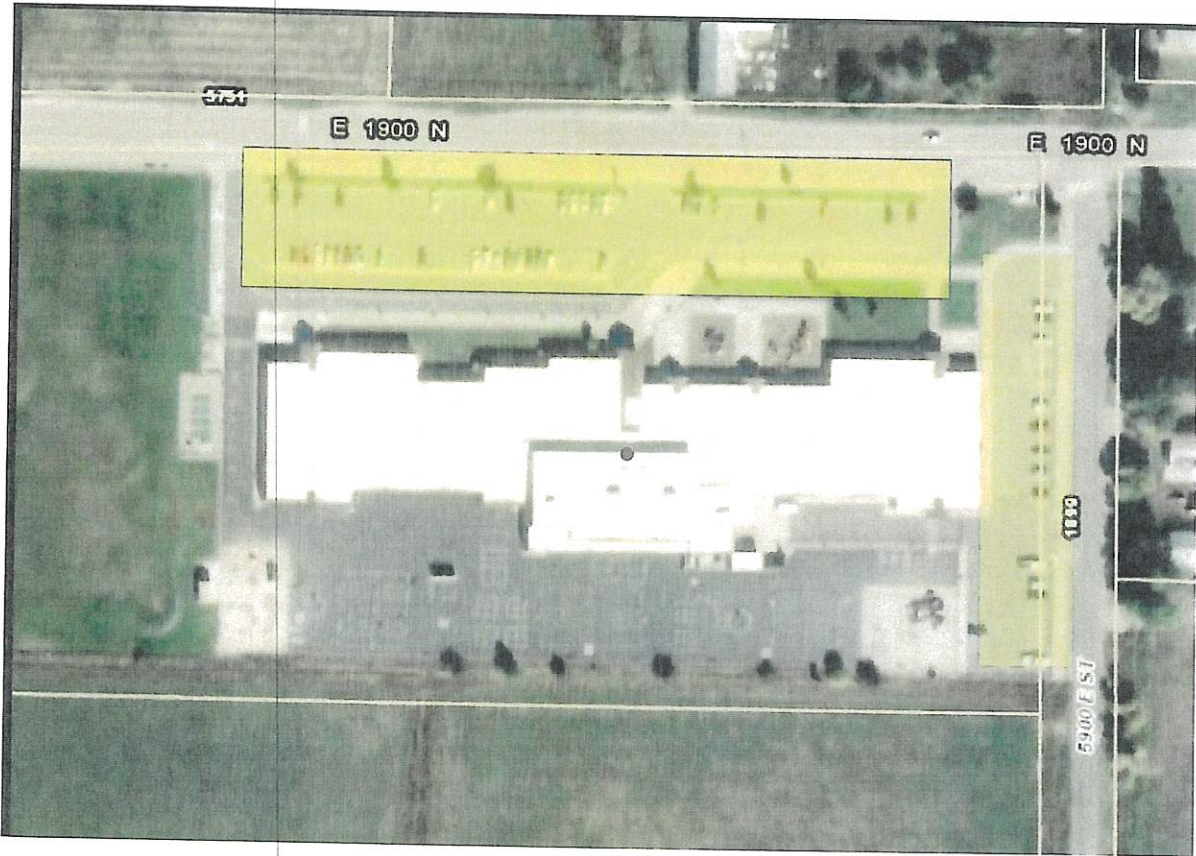
GOAL:

GOAL Foundation,
a Utah non-profit organization

By: _____
Name: _____
Its: _____

EXHIBIT A

(Depiction of License Area)



License Area

CERTIFICATE OF INSURANCE

PRINT DATE: 3/22/2023

CERTIFICATE NUMBER: 20230322962477

AGENCY:

Edgewood Partners Insurance Center
 5909 Peachtree Dunwoody Road, Suite 800
 Atlanta, GA 30328
 678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. GOAL Foundation
 130 East Washington Street, Suite 800
 Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379
 INSURER B: Allied World National Assurance Company NAIC# 19489

EVENT INFORMATION:

Winter Training Series Half Marathon (4/1/2023 - 4/1/2023)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	<u>GENERAL LIABILITY</u>				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338542-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	<u>UMBRELLA/EXCESS LIABILITY</u>				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338543-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	<u>OTHER</u>				
	<input checked="" type="checkbox"/> EXCESS LIABILITY	0313-1301	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

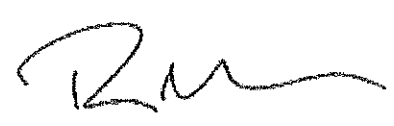
CERTIFICATE HOLDER:

Weber School District/Valley Elementary School
 5320 Adams Ave. Pkwy
 Ogden UT 84405

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:



CERTIFICATE OF INSURANCE

PRINT DATE: 3/22/2023

CERTIFICATE NUMBER: 20230322962478

AGENCY:

Edgewood Partners Insurance Center
3909 Peachtree Dunwoody Road, Suite 800
Atlanta, GA 30328
678-324-3300 (Phone), 678-324-3303 (Fax)

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CERTIFICATE HOLDER:

Huntsville Town
7381 East 200 South
Huntsville UT 84317

NOTICE OF CANCELLATION:

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AUTHORIZED REPRESENTATIVE: