



The Regular Meeting of the
Brian Head Town Council

Brian Head Town Hall – Council Chambers
56 North Highway 143 – Brian Head, UT 84719

www.Zoom.us (Click Here)

Via Zoom Meeting ID# 829 5378 3768

TUESDAY, FEBRUARY 11, 2025 @ 1:00 PM

AGENDA

- A. CALL TO ORDER**
- B. PLEDGE ALLEGIANCE**
- C. DISCLOSURES**
- D. APPROVAL OF THE MINUTES:** January 14, 2025, Town Council Meeting.
- E. REPORTS / PUBLIC INPUT ON NON-AGENDA ITEMS.** Public input is limited to three (3) minutes on non-agenda items.
- F. AGENDA ITEMS:**
 - 1. SPECIAL ASSESSMENT AREA POLICY RATIO REQUIREMENTS.** Shane Williamson, Town Treasurer. The Council will give administrative directions to the interpretation of the Town's SAA policy regarding the property value to assessment amount ratio.
 - 2. CONTRACT APPROVAL FOR ENGINEERING SERVICES.** Bret Howser, Town Manager. The Council will consider a contract for Engineering Services for the Town's shuttle stops.
 - 3. TOWN'S 50TH ANNIVERSARY BUDGET REVIEW.** Nancy Leigh, Town Clerk. The Council will review the budget for the Town's 50th Anniversary Celebrations in March and July 2025.
 - 4. TOWN'S 50TH ANNIVERSARY - DRONESHOW CONTRACT APPROVAL.** Nancy Leigh, Town Clerk, The Council will consider a contract for the Drone show for the Town's 50th Anniversary Celebration.
 - 5. FUTURE AGENDA ITEMS.** The Council will discuss potential items for future agendas.
- G. ADJOURNMENT**

Date: February 8, 2025

Available to Board Members as per Ordinance No. 11-003 authorizes public bodies, including the Town, to establish written procedures governing the calling and holding of electronic meetings at which one or more members of the public board may participate by means of electronic communications. In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call Brian Head Town Hall @ (435) 677-2029 at least three days in advance of the meeting.

CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this agenda at the following conspicuous locations: the Post Office, The Mall, and the Brian Head Town Hall and have posted copies on the Utah Meeting Notice Website and the Brian Head Town website and have caused a copy of this notice to be delivered to the Daily Spectrum, a newspaper of general circulation.

Nancy Leigh, Town Clerk



Brian Head Town Council Update

February 1, 2025

Marshal's Office:

Incident numbers were down a bit from past December's and January's. We are confident this is because of the lack of snow and bad roads. But with lower numbers of "Citizen/Motorist Assist" calls. But numbers are still high overall.

We have been up over the past years with medicals. We are confident that a lot of this is due to snow conditions. We have had some rough medical injuries that required the assistance of an air medical helicopter. It is a great resource that we haven't had as available as we do in this modern age. But looking at medicals we are also handling more medicals not directly connected to snow sports and injuries associated with this recreational activity. We are getting more and more calls to hotels and nightly rental properties with a variety of medical or trauma issues. This is due to more and more people renting and staying in Brian Head.

Deputies along with volunteers were able to attend a 3-day Wilderness First Aid course that was held at the Public Safety Building. This was a great training opportunity that refreshes skills that aren't regularly used. It focuses a lot on backcountry and wilderness type settings where front country conveniences like ambulances aren't immediately available. This course also refreshes our medical training hours required to maintain EMT qualifications.

Total Incidents December = 116

Total Incidents January = 149

Citizen/Motorist Assist- 39

Medical- 44

Fire Inspections- 18

911/Alarms- 19

Fire/Fire Alarm- 7

Theft- 6

Traffic Accidents- 4
Civil- 3
Agency Assist- 2
Lost/Found- 2
Domestic Problem- 1
Hit and Run- 1
Reckless Driver- 1
Sex Offense- 1
Suspicious- 1
Harassment- 1
Unsecure Premise- 1
Traffic Hazard- 1

Fire Department:

We have had a busy winter so far with fire incidents and fire alarms. We respond as quickly as possible to these fire alarms in hopes of getting our volunteers good information as fast as possible as to whether there is an actual fire or just a false alarm. Alarms are always tricking. We may get numerous false alarms at the same property. But we must handle them all as if they are an actual working fire.

We did have a flue fire that was observed by Deputy Abbott who made it possible to have a proactive response. The tenants that were staying in the condo did not even know that there was an issue until Deputy Abbott knocked on the door and asked them to extinguish the fire. Deputies and volunteers responded with the fire truck and the fire was contained in the flue and no major damage was caused. This is a great catch that Deputy Abbott had. Flue fires can be tricky. People who haven't cleaned their flues regularly have build up that is unburned fuels in their chimneys. If this unburned fuel catches fire it can start to deteriorate the integrity of the flue. If the flue is breached with fire, we then have a working structure fire, and the fire can spread the entire height of the chimney chase and in this case affect many condo units. It's important that owners clean their flues regularly even if they don't burn a lot of wood. We've seen animals make nests/beds in flues and that is what ignites and causes a flue fire.

As was announced at the last council meeting. Brian Head was able to lower their ISO (Insurance Services Offices) rating from a 6 to a 5. The lower the number, the better it is for the community and for the residents who are purchasing fire insurance for their property. Brian Head has had a rating of 6 for decades. I am very pleased that we have been able to lower this rating as it has been a goal of ours for many years.













BRIAN HEAD

PUBLIC WORKS DEPARTMENT UPDATE

February 6th, 2024

Public Works continues to work on snow prep and equipment upkeep. Half of the crew attended Flagger certification, second half will attend next scheduled class.

The following are updates on the projects assigned to us, as well as self-identified projects.

Streets

- Plowing continues as needed.(positive snow thoughts)
- Snow markers are being repaired and replaced throughout town. (ongoing)
- Snow push back is ongoing for the next storm.(ongoing)
- Hydrant clearing as needed. Looking for long term solutions)
- New signs for snowmobile trail created and placed.
- New epoxy patch on a few selected manhole covers.(

Water

- Staff continues to monitor the water system.
- Root removal in Dry Canyon has been started.(weather permitted early start)
- Meters continue to be replaced/repared throughout the system. (ongoing)

Sewer

- Staff continues to monitor the sewer system.

Parks and Trail

- Snow removal on trail as needed.
- Staff is manufacturing manzanita trail signs.

Equipment

- Work continues to maintain snow removal equipment.
- Chains repairs as needed.



BRIAR HEAD

PUBLIC WORKS DEPARTMENT UPDATE

February 6th, 2024

Public Works Shop

- Breakroom and bathroom floors have been coated,
- Bay door #1 motor will be replaced. (new motor received 2/3/25)

In-house Projects

Public Works will continue to work on in-house projects and maintain buildings and equipment as needed. If you have any questions or concerns, please do not hesitate to call.



STAFF REPORT TO THE TOWN COUNCIL

ITEM: SPECIAL ASSESSMENT AREA POLICY RATIO REQUIREMENTS

AUTHOR: Shane Williamson, Town Treasurer
DEPARTMENT: Administration
DATE: February 11, 2025
TYPE OF ITEM: Administrative Direction

SUMMARY:

The Town Council will hold a discussion and give directions on interpreting Brian Head Town's policy regarding the property value to assessment amount ratio for Special Assessment Areas (SAAs).

BACKGROUND:

In 2022, the Town Council adopted a Special Assessment Area (SAA) policy to guide the creation and management of SAAs in Brian Head Town. This policy was updated in late 2024 to address a few inconsistencies and clarification issues. Under the policy, the Council requires different property value-to-assessment ratios depending on the fire protection priority zone:

- Zone A: 3:1 ratio
- Zone B: 4:1 ratio
- Zone C: 5:1 ratio

Historically, the Town has interpreted the policy by using the raw land value (excluding improvements such as primary structures) when calculating the ratio between property value and assessment amount. This approach was intended to provide a conservative basis for ensuring assessments did not disproportionately burden property owners or the Town in the event a property defaulted on the assessment and left the Town liable to make the bond payment.

However, recent legal guidance from the Town's legal counsel advises that, according to Utah Code § 11-42, the ratio can be viewed using the total property value, including improvements. This legal interpretation could have significant implications for how the Town evaluates potential SAAs moving forward.

ANALYSIS:

Utah Code § 11-42 states that an assessment levied against a property cannot exceed one-third of the property's fair market value. This provision implies that the total value of the property – including improvements – can be considered when determining compliance with the required ratio. That said, the Town does have the latitude to have a more restrictive requirement than 3:1, which allows the Town to require a 4:1 and a 5:1 requirement in Zones B and C, respectively.

Pros of Using Total Property Value:

- **Increased Flexibility:** More properties may qualify for SAAs, enabling the Town to fund fire protection projects more often.
- **Reflects Actual Market Conditions:** Considering total property value offers a more accurate representation of the property's fair market value, aligning with state code.
- **Supports Public Safety:** Greater eligibility for SAAs could lead to more comprehensive fire mitigation efforts, reducing risks to the community in areas where there might be more homes that increase the total property value.

Cons of Using Total Property Value:

- **Potential for Higher Financial Burden:** Property owners may perceive assessments as more burdensome if they believe raw land value is a more appropriate metric. In addition, total property value would equal higher assessments, which could increase the risk of defaults, leaving the Town liable to cover the shortfall.
- **Inconsistency with Past Practices:** Changing the interpretation may cause confusion or concern among property owners familiar with the previous standard.
- **Assessment Challenges:** Including the value of the improvements on the properties might increase the overall assessment amount, making projects more cost-prohibitive to property owners, and, therefore, increasing the risk of protests.

Currently, three SAA candidates are under consideration, all located within Fire Protection Priority Zone B, which requires a 4:1 ratio per Town policy. Using raw land values, these candidates do not meet the required ratio. However, when using the total property value (including improvements), they may become closer to meeting the requirement.

FINANCIAL IMPLICATIONS:

The interpretation does not significantly change the Town's financial implications, where we still would be the bold issuer and carry that liability.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommend using the total property value calculation based on increased public safety. Specifically, this benefits areas with more cabins that have a higher risk of property damage during a fire when compared to vacant lots.

PROPOSED MOTION:

I move that we direct staff to calculate the ratio based on total property value rather than the raw land alone.



STAFF REPORT TO THE TOWN COUNCIL

ITEM: CONTRACT AWARD – BEAUTIFICATION PROJECTS

AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: February 11, 2025
TYPE OF ITEM: Administrative Action

SUMMARY:

The Council will consider award of a contract to Ensign Engineering for \$100,250 for design and construction management of projects related to the Core Beautification Projects – namely shuttle stops and crosswalks.

BACKGROUND:

In 2023, Council reviewed and refined a list of several projects which were intended to improve the first impression of Brian Head and polish the character of the Town's core. These projects are known collectively as the "Core Beautification Projects." The Council placed these projects on the ballot in November 2023 for a proposed General Obligation (GO) bond vote. Voters approved a proposed bond of up to \$3.5 million "for the purpose of financing all or a portion of the costs of the acquisition of land and the construction of improvements for safety and beautification projects, including, but not limited to, crosswalks, transit stops, street and trail improvements and lighting, utility improvements, and related matters."

Following the bond election, staff spent 2024 in project planning stage. An ad-hoc committee called the "Beautification Committee" (thanks to Kim Oldroyd, Shelly Martin, Martin Tidwell, and Alice Dennison for their valuable time and participation on this committee) was convened to help scope out the individual projects and give aesthetic design direction. They met several times, researched various design options, and gave directions. Staff have been using the committee's input and research to work with engineers and contractors to begin designing the projects.

The Council received an update on the progress of design and schedule for construction of these projects during the January 2025 strategic planning retreat. The Council was informed that staff was receiving bids for engineering/ design of the shuttle stops and crosswalks, and that bids were coming in much higher than anticipated. Council advised staff to proceed with obtaining bids.

The Town Code requires that all professional services contracts in an amount exceeding \$25,000 be approved by the Town Council.

ANALYSIS:

The crosswalks/shuttle stops aspect of the Core Beautification Projects was originally conceived as part of the [Commercial Core Transportation Plan](#), created in 2022 jointly with UDOT and other partners. The plan was drafted by Horrocks Engineering. Since that time, the Town has acquired funding for the project, partially from the Core Beautification Bond and partially from a grant from UDOT (obtained in early 2024). Staff had Horrocks Engineering update the cost estimates for the project in late 2023 when applying for UDOT funding. The cost estimates came in at \$500,000 (that included 10% for engineering).

In late 2024, staff solicited multiple bids for engineering services on this project and received two bids:

- Horrocks Engineering
 - Initial bid - \$201,400
 - Revised bid - \$138,600 (scaled back scope, didn't include construction management)
- Ensign Engineering - \$100,250 (includes construction management and obtaining permits from UDOT)

Staff initially hoped to work with Horrocks as they had the original design concepts and costs estimates. However, their bid came in around 40% of anticipated project cost (much higher than the 10-15% we usually anticipate for engineering). We then solicited additional bids and Ensign Engineering submitted a much more competitive bid. Another firm declined to bid.

It isn't totally surprising that these bids came in higher than typical portion of project cost. This type of work is really more than engineering, they have to find an outside architect/designer as well. It reminds me of when we did the restroom at Chair 1 and the project design costs came in around 20%.

Staff has had some dealings with Ensign Engineering as they have done work for Aspen Meadows. We have found them to be capable and responsive. We look forward to working with them.

FINANCIAL IMPLICATIONS:

The costs related to this contract will be covered by the Beautification Bonds, which are in the process of being issued. All the paperwork is in place for the Town to reimburse ourselves with bond monies if we incur expenditure prior to issuance. We do not anticipate any problems or delays in issuing the bonds that would create cash flow issues (seriously this time).

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of the proposed contract with Ensign Engineering.

PROPOSED MOTION:

I move to award a contract for design of the shuttle stops and crosswalks to Ensign Engineering in the amount of \$100,250 in a form approved by the Town Manager.

ATTACHMENTS:

A – Ensign Engineering Draft Contract



BRIAN HEAD

STAFF REPORT TO THE TOWN COUNCIL

ITEM: BRIAN HEAD'S 50TH ANNIVERSARY CELEBRATION BUDGET REVIEW

AUTHOR: Nancy Leigh, Town Clerk
DEPARTMENT: Administration
DATE: February 11, 2025
TYPE OF ITEM: Administrative Direction

SUMMARY:

The Council will review the Town's 50th Anniversary Celebration budget for the two events taking place March 12-15th and July 24-26, 2025.

BACKGROUND:

In May 2023, the History Committee presented a list of projects along with estimated costs for those projects. The Council gave their consensus to \$50,000 for the projects. During discussion on the event that was proposed originally for March 2025, the Council wanted a second event held during the summer to celebrate the Town's 50th Anniversary along with incorporating a drone show due to the risk of wildland fire in July.

This was brought back to the History Committee who created two events: March 12-15 and July 24-26, 2025. With these three- and four-day events, the committee identified the individual events that would take place each day during the celebration period.

In October 2024, staff presented an update to the 50th Anniversary Celebration outlining the events that the committee was working on. There were some changes from the October 2024 update due to either an overbooking issue or if the event didn't fit within the timeline.

ANALYSIS:

In reviewing the costs for some of these events, it was determined that the Council would need to review and approved the proposed budget for the 50th Anniversary. Listed below are the events for each day of the 50th Anniversary Celebration:

MARCH 12-15, 2025, EVENTS

Wednesday, March 12, 2025

- A dinner for long-time residents and those who have influenced Brian Head.
- Speech by the Mayor and other dignitaries during the dinner.
- Historical display
- Line & Swing Dance
- Fireworks & Torchlight Parade
- Live Music

Thursday, March 13, 2025

- Cross country snowshoe tour with Cedar Breaks National Monument Rangers.
- Snowfest, including snow sculpting, smores, and ice sculpture
- Discounted snowmobile tours w/Thunder Mtn. Motorsports
- Live music.



Friday, March 14, 2025

- Cross-country ski tour with Cedar Mountain Cross Country Club
- Minnie Mansion's snow shovel races.
- Children activities & Tyner's bid presentation at the Public Safety Building
- Live music.

Saturday, March 15, 2024

- Ski Joring on Village Way
- Drone show at dusk
- Live music

JULY 24-26, 2025

Thursday, July 24, 2025

- Fishing Deby with tagged fish
- Village Way Vendor Fair w/ bounce houses
- Arbor Day - Planting 50 trees
- Night sky exploration tent
- Drive-in Movie night featuring Warren Miller's Steep & Deep

Friday, July 25, 2025

- Tails of the Trail Hike & grand opening of the Aspen Meadows Loop Trail
- Beer Garden
- Pie Contest
- Car Show
- Cowboy Poetry and smores at Bristlecone Park
- Live music
- Village Way Vendor Fair - cont.
- Fishing derby - cont.

Saturday, July 26, 2025

- Pioneer 5K @ 10K Run
- Dutch oven cookoff
- Wood sculpting / Ax throwing presentation
- Dutch's swing dedication
- Afternoon of live music
- Car show - cont.
- Fishing derby - cont.
- Village Way Fair - cont.
- Finale - Done show at dusk
- Mayor speech.

As the committee has worked hard to bring this to life, there are costs associated with the majority of these events. There are a few events that there will be some revenue coming back to the Town that will help with the overall cost of the event.

The car show could identify revenue, with a charge of \$20 p/car and \$5 for each additional car. The promoter of this event informed us that they have 100-150 cars that could participate in the car show.

The bounce houses will have a fee of \$1 per child. This is to reduce the number of children spending the majority of a day in the bounce house and human bowling.

With each event, there are costs associated with that specific event and listed below are the costs that we have identified for seven days of events:

• Shirts/Sweatshirts	\$ 5,000
• Wave Banners	\$ 1,000
• Banners over Hwy./Skier Bridge	\$ 650
• Historical Display	\$ 1,000
• Resident Appreciation Dinner	\$ 7,000
• Fireworks	\$ 6,500
• Kids Activities/Bird Presentation	\$ 750
• Snow shovel races	\$ 250
• Ski Joring	\$12,000
• Fishing Derby	\$ 1,000
• Arbor Day	\$ 3,500
• Village Way Fair	\$ 500
• Bounce houses/human bowling	\$ 3,400
• Tails of the Trail Hike	\$ 250
• Car Show trophies	\$ 350
• Dutch oven cookoff	\$ 250
• Cowboy Poetry	\$ 350
• 5K Run	\$ 300
• Movie Night	\$ 300
• Live Music (9 bands)	\$10,000
• Drone show	\$25,000

We also have events with no cost associated with them other than the T-shirts/swag. Listed below are the events that have no cost to them, other than manpower:

- Cross-country ski tour
- Snowshoe tour
- Dark Skies Exploration Tent
- Dutch's Swing – this was already allocated for.
- Discounted snowmobile tours

Staff is working with the Tourism Bureau, Parowan City Events, and Parowan/Brian Head Chamber for assistance with volunteers and coordination.

FINANCIAL IMPLICATIONS:

The total for these two events is \$79,350 as identified above. In previous discussions with the Council, the council's consensus identified \$50,000 for all of the projects and would be identified in surplus.

If Council approves the budget, staff will come back with a budget adjustment.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends that Council approve \$85,000 for the 50th anniversary event, allowing for \$5,000 for contingency purposes.

PROPOSED MOTION:

Administrative Direction only as to the amount approved for the 50th Anniversary Celebration.



BRIAN HEAD

STAFF REPORT TO THE TOWN COUNCIL

ITEM: CONTRACT APPROVAL FOR DRONE SHOW – 50TH ANNIVERSARY

AUTHOR: Nancy Leigh, Town Clerk
DEPARTMENT: Administration
DATE: February 11, 2025
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will consider approving a contract for the drone shows for the Town's 50th Anniversary Celebration.

BACKGROUND:

Staff received a contract from Droneshow.com for the Town's 50th Anniversary celebration event for two drone shows in the amount of \$25,000. According to the Town's purchase policy, the Council is required to approve an expense that is not budgeted for that is in excess of \$25,000.

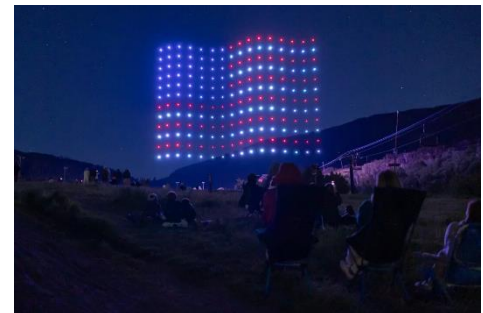
ANALYSIS:

During a previous Council meeting, the Council recommended that staff look into getting a drone show in lieu of fireworks due to the risk of wildland fire during the summer season.

Staff has research several drone companies that perform drone shows for other municipalities and venues and found Droneshow.com located in St. George. In speaking with them they have performed drone shows for St. George City and other cities in Utah, Nevada, and Colorado and are interested in coming to Brian Head for the Town's 50th Anniversary.

The contract is for \$25,000, in which they will provide two drone shows, one in March and the other one in July. These are fully customized drone shows where we will send them our 50th Anniversary logo along with other custom images, such as ski joring, car show, etc.

In speaking with other drone companies, their costs were between \$25,000 and \$35,000 for one standard drone show, which we felt that Droneshow.com gave us a better deal with two fully customized drone shows.



They are familiar with Brian Head and reported they would need a small area of the north end of the Chair 1 parking lot to set up their drones and they carry a \$2 million dollar insurance policy that will have Brian Head as an additional insured for both events.

FINANCIAL IMPLICATIONS:

The cost for the two drone shows is \$25,000 as per the contract that is attached for Council's consideration. Staff will identify the cost out of surplus along with the rest of the 50th Anniversary Celebration Event.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommends the Council approve the \$25,000 for two drone shows in March and July with each drone show as the finale for each event.

PROPOSED MOTION:

I move to authorize the contract in the amount of \$25,000 to Droneshow.com as presented.

ATTACHMENTS:

A – Droneshow.com contract



Droneshow.com, LLC (the “**Company**”)

Date: January 28, 2025

Project Reference: Brian Head 2 show

To: (the “**Client**”): Town of Brian Head

Show Date(s): March 15, 2025 & July 26, 2025

Launch Time: TBD

Drone Count: 150

Venue Name: Town of Brian Head

Venue Address: Brian Head, UT 84719

1) Company Services:

- a) Subject to the terms of this Show Contract (the “**Agreement**”) the Company will provide the following services (the “**Services**”):
 - i) Show designs approved by Client;
 - ii) Site check & test flight (if necessary);
 - iii) FAA flight permit or any other permits or certificates required for the operation of the aircraft;
 - iv) Audio engineering & music choreography and production
 - v) Staff travel and expenses
 - vi) Music synchronization.
 - vii) Duration of shows: 12-15 minutes;
 - viii) Set up, installation, dismantle of equipment; and
- b) The Company will be responsible for providing the Special Flight Permits from the FAA and any other necessary flight authorizations, if required (the “**Company Permits**”). All permits, licenses, and authorizations other than the Company Permits will be the sole responsibility of the Client (e.g., permits, licenses, authorizations not related to the operation of the aircraft).

2) Client Responsibilities:

- a) Access and permission to use the location specified for the show, in such form as the Company may require, in order to obtain the Company Permits and for event coordination, which must be provided at least seven (7) days prior to the scheduled event date;
- b) An appropriate site for the Services to be performed. Approval and confirmation of the Latitude and Longitude (or equivalent address and location) for the event site must be confirmed by the Client in writing upon signing this Agreement, as the site location and characteristics may influence the design and performance of the Services;
- c) All necessary security services to ensure the safety of Company equipment and personnel;

3) Price Includes:

- a) The Services described above;
- b) The Company Permits;
- c) Company travel to and from the event location;
- d) General Aviation Liability Insurance
- e) 3 custom animations.

4) Price:

- a) Price for Services:\$25,000
 - i) 50% due as deposit upon signing of contract
 - ii) 50% due upon completion of Company Services
 - iii) For shows contracted within 2 weeks (14 days) of launch, payment in full is due upon contract signing

5) Additional Provisions:

- a) The Client will approve all renderings no later than 7 days before the show, which approval is final and binding, and the Company will perform the show substantially as presented.
- b) Company shall provide evidence to the Client of general aviation liability insurance of at least \$2,000,000.00.
- c) Company shall perform the Service in compliance with all applicable laws and regulations.

6) General:

- a) The Terms and Conditions attached as Schedule "A" form part of this Agreement. By signing below the parties each acknowledge that they have had an opportunity to review such terms and conditions and the parties accept and agree to such terms.
- b) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement may be executed by electronic signature and/or transmitted in electronic form and the parties to this Agreement consent thereto.

THE PARTIES have entered into this Agreement as of, Tuesday, January 28, 2025

For and on Behalf of
Droneshow.com, LLC

The above quotation is accepted by:

Name: Jesse Stone

Title: President

Date: January 28, 2025



Authorized Signature

For and on Behalf of
CLIENT

The above quotation is accepted by:

Name:

Title:

Date:

Authorized Signature

Schedule "A" - Terms and Conditions

1. **Deposits.** A deposit equal to fifty percent (50%) of the total price (the "Deposit") is required upon signing date of this Agreement to secure your booking. The balance shall be due and payable within 3 business days of completion of the show. If a show is booked within two weeks (14 days) of the required date, then full payment is required upon booking.
2. **Payment.** All payments shall be made by way of ACH, wire transfer, or other form of immediately available funds. Any undisputed amounts not paid when due hereunder shall accrue interest at the rate of 12% per annum, compounding monthly.
3. **FAA Approval.** Drone shows are subject to the Company obtaining LAANC (Low Altitude Authorization and Notification Capability) approval. In the event LAANC approval is not obtained for any reason (other than the failure of the Client to provide any information reasonably requested by the Company to obtain such permits), this Agreement shall terminate, and the sole right and remedy of the Client shall be a refund of any prepaid amounts. In the event such Company Permits are not obtained due to the failure of the Client to provide any information reasonably requested by the Company, this Agreement shall terminate, without liability of the Company to the Client, and the Company shall be entitled to retain the Deposit as liquidated damages, which amount is a reasonable estimate of the Company's damages in such circumstance.
4. **Performance.** The Client acknowledges that performance of the Services are subject to reasonable technical, weather, or other errors, and that the Services shall be deemed to be fully performed provided that at least 90% of the drones function substantially in the manner intended for the Services.
5. **Limited Warranty.** All Services to be provided hereunder will be provided in a good and professional manner and in accordance with applicable laws. The Company will not knowingly infringe upon the intellectual property rights of third parties.
6. **Disclaimer of Warranties.** The Company makes no representation or warranty whatsoever either expressed or implied, statutory, or otherwise other than as expressly set forth herein and the Client hereby waives the benefit of any such expressed or implied, statutory or other representations or warranties.
7. **Force Majeure.** The Company shall not be liable for any modification of the Services or any failure to perform or delay in performance under this Agreement if such modification, failure, or delay is due to any strike, lockout, riot, civil commotion, sabotage, embargo, epidemic, inclement weather, act of government, war, act of God or other cause beyond its reasonable control (each a "Force Majeure Event"). Without limiting the foregoing, the Client acknowledges that the performance of the Services and the safety of all persons present is dependent upon suitable weather conditions on the day of the event. The Company will have the sole discretion to determine if weather conditions are suitable for performance of the Services, and may delay, modify, or cancel the Services at their sole discretion.
 - Weather: Any temperature under 25 degrees Fahrenheit qualifies as a Force Majeure Event and may result in the cancellation of the drone launch for safety purposes. If this occurs, the Client and the Company will collaborate to find another mutually agreeable date for the show.
8. **Cancellations.** The Client acknowledges that the Company will spend considerable time and resources in planning the Services, traveling to the event venue and in setting up to perform the Services. In the event of cancellation due to a Force Majeure Event or failure of client or the

company to fulfill their contractual obligations, the Client will be issued a credit (the "Credit") equal to the amount of the Deposit less any expenses incurred prior to cancellation, including but not limited to labor costs, fees for Company Permits and other expenses. The Credit may be applied to a future event to be scheduled within 12 months of the date of the original event date. Future event dates will be scheduled based on availability at the time of booking. Any unused credits will expire 12 months following the date of the original event. The foregoing credit shall be the Client's sole right in the case of any Force Majeure Event and in no case will the Client be entitled to any refund of any amounts paid.

9. **Insurance.** The Company will maintain and keep in force during the term of this Agreement commercial general liability and aviation liability (aircraft liability) insurance including coverage for personal injury, products liability, and contractual liability, in the amounts equivalent to at least USD \$1,000,000.00 per occurrence and at least \$1,000,000.00 in the aggregate. The Client shall be named as an additional insured on the commercial general liability and aviation liability (aircraft liability) and premises liability insurance policies by endorsement. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by Client. Company shall also maintain, if applicable to Company's operations or performance of this Agreement, Business Automobile Liability insurance covering Companies owned, non-owned and hired motor vehicles and/or Professional Liability insurance with liability limits of at least \$1,000,000 per occurrence. Company shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to this Agreement. Company shall also maintain "special form" property insurance at replacement cost applicable to Company's property or its equipment located on Client's campus, which insurance shall contain a waiver of subrogation endorsement in favor of Client. Company shall submit certificates of insurance as evidence of the above-required insurance to Client prior to the commencement of work by Company under this Agreement. Company shall indemnify and hold Client harmless from any claims which may arise as a result of Company's failure to provide any of the insurance coverage required herein.
10. **Limitation of Liability.** In no event will either party be liable to the other for any consequential, indirect, exemplary, special, or incidental damages, including any lost data and lost profits, arising from or relating to this Agreement.
11. **Mutual Indemnity.** The Company agrees to defend, indemnify and hold harmless the Client, its employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency, arising out of the services provided by the Company, including, without limitation, performance or breach of this Agreement by Company, Company's use of Client's premises, or any acts, omissions, negligence, or conduct on the part of Company, or its personnel, employees, agents, contractors, subcontractors, or volunteers. The Client agrees to defend, indemnify and hold harmless the Company, its' employees, agents, invitees and/or volunteers from any claims, demands, causes of action, liability, loss, property damage or any type of damage and/or injury (to property or person, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency, arising out of or incident to any negligent acts, omissions of the Client, its personnel, employees, agents, contractors, or volunteers in connection with this Agreement. It is not the intent of Client to incur by contract any liability for the

operations, acts, or omissions of Company or any third party and nothing in this Agreement shall be so interpreted or construed.

12. **Damage.** Without limiting Company's indemnity obligations or any other provision of this Agreement, Company shall be liable to Client for any and all damage, harm or injury to the Stadium, or to any other real or personal property owned by Client and caused by any act or omission of Company, its agents, employees, concert artists, performers, or subcontractors and arising in connection with the Show, except to the extent caused by the negligence or intentional misconduct of Client, and normal wear and tear excepted. Company shall promptly repair, to the reasonable satisfaction of Client (or, at Client's election, reimburse Client for the costs of repairs) any portion of the Stadium or other property owned by Client, so damaged, harmed or injured.
13. **Termination.** Without limiting any other rights or remedies available at law or in equity or otherwise, either party may terminate this Agreement if:
 - (a) the other party is in breach or default of any of its obligations under this Agreement and such breach or default continues unrectified for fifteen (15) days following the provision of written notice of such breach or default.
 - (b) the other party enters into proceedings in bankruptcy or insolvency, makes an assignment for the benefit of its creditors, is adjudged to be bankrupt or insolvent, a petition is filed against such party under a bankruptcy law, corporate reorganization law, or any other law for the relief of debtors or similar law or a receiver, trustee or similar person is appointed with respect to such party's assets; or
 - (c) the other party ceases to carry on its business.
 - (d) In addition to its other termination rights under this Agreement, Client reserves the right to terminate this Agreement and/or to cancel all or any portion of the Show for a significant unresolved public safety or security concern causing an immediate threat to the health or safety of persons, as determined by Client, in its reasonable discretion.
14. **Public Safety.** Company shall at all times conduct its activities with full regard to public safety, and shall observe and abide by all applicable regulations and requests by duly authorized entities responsible for public safety.
15. **Management Rights.** Company acknowledges that, for purposes of protecting the public safety and other interests of Client, Client shall at all times during the Show retain primary control over the management and general operation of all portions of the Stadium, acting in good faith, and that all laws, rules and regulations of any governing authority and policies of Client shall remain in full force and effect.
16. **Advertising; Use of Marks.** No public announcement, press release, communications or advertising (other than to the extent required by law) concerning the relationship of the parties as defined in this Agreement shall be made or dispatched by either party without the prior written consent of the other party. Neither party shall use the other party's name, logo or trademarks, or its products, in any manner, promotional or otherwise, without such party's express prior written consent.
17. **Recording Rights.** Client may photograph and/or record the Show ("Recording") and Client shall retain all rights in and to the Recording for any purpose, including, without limitation, commercial, promotional, streaming, broadcast, or historical purposes.
18. **Animation.** All animation changes and adjustments after the approval of the Storyboard will result in a one-time upcharge of \$500 per change. Additionally, any added animations that go beyond the agreed upon Storyboard will also incur a \$500 charge per animation.
19. **Assignment.** Neither the Company nor the Client shall have the right to transfer or assign this Agreement or any rights, remedies, obligations or benefits hereunder without the prior written permission from the other party.

20. **Waiver.** The waiver of one breach or default shall not constitute the waiver of any subsequent breach or default and shall not act to amend or negate the rights of any party.
21. **Severability.** Any provision of this Agreement prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of the Company, be ineffective without invalidating the remaining provisions of this Agreement; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by the Client.
22. **Relationship.** The relationship between the Company and the Client will, at all times be one of independent contractors and nothing herein shall be construed as implying a partnership or joint venture relationship.
23. **Headings.** The inclusion in this Agreement of headings and subheadings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
24. **Applicable Laws.** This Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue shall be the courts of Utah.
25. **Entire Agreement.** This Agreement contains the entire understanding between the parties and other than as expressly set forth herein there are no other terms, conditions, representations, or warranties of any kind. This Agreement may not be modified except by another agreement, in writing, signed by both parties to this agreement.