

OGDEN ECCLES CONFERENCE CENTER
2415 Washington Blvd., Ogden, Utah 84401

EVENT LEASE AGREEMENT

#100621ORC – October 2021-September 2022

THIS AGREEMENT is made by and between the Ogden Eccles Conference Center, Weber County, hereinafter collectively referred to as "CENTER," and Ogden Rotary Club with its principal place of business located at 2580 Jefferson Avenue, Ogden, UT 84401, hereinafter referred to as "LESSEE."

RECITALS

WHEREAS, CENTER has space within the David Eccles Conference Center and Peery's Egyptian Theater for lease; and

WHEREAS, Weber County provides catering services within the CENTER for LESSEE's upon demand; and

WHEREAS, the LESSEE and the CENTER have negotiated the terms of this Agreement and the terms are mutually beneficial to both;

NOW THEREFORE, LESSEE and CENTER agree as follows:

SECTION ONE
RIGHT TO USE AND OCCUPY

In consideration of the covenants and agreements herein expressed and subject to the faithful performance by the LESSEE of all such covenants and agreements, the CENTER does hereby grant and LESSEE does hereby accept, a non-assignable right to use and occupy that portion of the CENTER, more fully described as follows for the period of time and in consideration of such payment as is set forth below:

Rotary Club of Ogden is contracted in our CENTER:

See below dates for a Weekly Luncheon Meeting accommodating #40 people.

2021

October 6th, 13th, 20th & 27th

November 3rd, 10th, 17th & 24th

December 1st, 8th & 15th

2022

January 5th, 12th, 19th, & 26th

February 2nd, 9th, 16th & 23rd

March 2nd, 9th, 16th, 23rd & 30th

April 6th, 13th, 20th & 27th

May 4th, 11th, 18th & 25th (possibly no availability 5/4)

June 1st, 8th, 15th, 22nd & 29th

July 6th, 13th, 20th & 27th

August 3rd, 10th, 17th, 24th & 31st

September 21st & 28th (no availability 9/7 or 9/14)

Times	Event	Room / Setup/ #40	License Fee
11:00am-1:30pm	Buffet Lunch	TBA / Rounds of 10 / #40	Waived

CENTER will allow LESSEE to reduce Guarantee to lower numbers during shoulder dates. Should Guarantee fall below 30, then a Small Party Fee of \$75 per date reduced will be assessed.

The OECC reserves the right to reassign function space or to change group to a room suitable for the guaranteed attendance or function type.

CENTER confirms the following menu pricing for duration of this agreement:

**Chef's Choice One Entrée Buffet- \$13.00 (\$18.75 per person Inclusive of Service Charge & \$2.50 Parking).
Room set to include one (1) 6'8' riser, podium, microphone, A/V table and screen.**

**SECTION TWO
EVENT CHARGES**

- 2.01 Catering Policies:** LESSEE will read and agree to catering general policies.
- 2.02 Food and Beverage Menu:** Upon the request of LESSEE, CENTER shall recommend, provide and serve an agreed upon menu and other food and beverage service as requested. Please note that outside food and beverage is not allowed on-site.
- 2.03 Guarantee and Deposit:** LESSEE shall provide all information pertinent to the service of food and beverage for the scheduled event. LESSEE shall provide guest guarantees, deposits, credit information and final payment as agreed upon in the catering schedule.
- 2.04 Service Charge and Sales Tax:** All charges are inclusive of a 21% service charge. LESSEE is Tax Exempt. No service will be performed without the required deposits/payments and signed contract(s) on file at CENTER's administrative offices.
- 2.05 Guarantee:** When charges are determined on a per person basis, a written "guaranteed attendance" shall be given to the CENTER no later than 72 business hours prior to the event date as specified under the sales order "Guarantee Guest Count" for each function.
- 2.06 Guaranteed Attendance:** If LESSEE fails to provide CENTER with the guaranteed attendance, in writing by the required date, CENTER shall use the "Number Expected" listed on the sales order for that function which shall serve as "Guaranteed Attendance" and LESSEE shall pay in accordance therewith.
- 2.07 Contingency:** CENTER will provide and set for Two Percent (2%) (not to exceed 20 guests) above LESSEE's Specified Guaranteed Attendance. LESSEE agrees to pay the greater of actual or guaranteed attendance.

**SECTION THREE
ADDITIONAL SERVICES**

LESSEE agrees to pay CENTER without demand any reasonable sum which may be due for additional services, equipment, or material furnished or loaned by CENTER to LESSEE. CENTER and LESSEE, or their authorized representatives, must execute and sign orders for any services, accommodations, equipment or materials prior to such services being rendered. Information and/or requests received less than 10 days prior to an event may result in additional charges to LESSEE. Equipment ordered with less than 12 hours notice is subject to availability and double charges.

CENTER shall provide, at the sole expense of LESSEE and in addition to the fee described above, the following services, as required for each Event (collectively, the "**Services**"), the expenditures for which the "**Service Expenses**") shall be reimbursed by Licensee to Weber County: ticket takers, ushers, theater labor, door guards, and supervisors; medical services for Event attendees, which services shall include Emergency Medical Technicians and supervisors; utility hook-ups, including electricity, gas, cold water, and waste removal and custodial services in exhibit areas; electricians and mechanical plant staff; audio services; and special facilities, equipment and materials, or extra services furnished by CENTER at the request of LESSEE or as outlined in Exhibit C attached hereto.

**SECTION FOUR
CANCELLATION**

LESSEE agrees to notify CENTER in writing at least 7 days prior to each listed date of cancellation of any event. Inside of 7 days the LESSEE shall pay the amount scheduled as follows:

- A. 0-6 days prior to arrival: 100% of contracted event charges will be billed based on average checks of meal period(s) and/or rental charges; whichever is higher.

Estimated Event Charges = \$18.75 per person inclusive, per date.

**SECTION FIVE
SETUP**

The contract amount includes a one time setup per day of tables and chairs, general lighting, heating and air conditioning, a lectern, a registration table, two risers and one standard 110 dual plug for electrical service. Additional charges which shall be paid by LESSEE may include, but shall not be limited to LESSEE's optional use of audio/visual equipment rental and services, catering, equipment rental and services, dance floor use, security, insurance, phone lines, internet access and power.

**SECTION SIX
USE OF BUILDING**

LESSEE shall have the right of ingress and egress through the halls and corridors of such building(s) but acquires no other rights to any other part of the building(s) than the parts specified above. LESSEE represents that such premises are being rented for the purpose (type of event) and for no other purpose whatsoever without the written consent of the CENTER. LESSEE agrees that if under this agreement LESSEE makes any other use thereof by which, under CENTER's regular schedule of charges, a higher charge would be due than herein agreed upon, LESSEE shall pay the CENTER the additional amount.

**SECTION SEVEN
INSURANCE**

LICENSEE hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the LICENSEE or arising out of LICENSEE's performance of this agreement. LICENSEE hereby agrees to indemnify, defend and save harmless Weber County, its officers, agents and employees, from and against any and all claims resulting from all use of premises by the LICENSEE, the LICENSEE's invitees, licensees agents and employees. Furthermore, the LICENSEE shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and name Weber County Corporation as an additional insured. LICENSEE shall provide the COUNTY with a certificate of insurance, verifying coverage at least one week prior to the event.

The COUNTY will not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but not be limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

WORKER'S COMPENSATION (Please initial the item that applies to your event.):

___A. LICENSEES WITH EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE agrees to secure worker's compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-I-46).

___B. LICENSEES WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE certifies that LICENSEE is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to workers compensation insurance requirements. LICENSEE agrees to defend, indemnify and hold harmless the COUNTY from and against any and all workers' compensation claims.

**SECTION EIGHT
PAYMENT/METHOD OF DEPOSIT**

All events must be paid for in full at least 30 days following each event. LESSEE is able to make final adjustments to the agenda on or before (5 business days out date). Room rental and other costs may be adjusted accordingly. The License Fee set forth in this Agreement shall be paid by LESSEE as provided in Exhibit B attached hereto. NO DEPOSIT is requested with the signing of this agreement.

**SECTION NINE
UNFORESEEN CIRCUMSTANCES**

LESSEE and/or CENTER may terminate or suspend its obligations under this Space Agreement if such obligations are delayed, prevented, or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical:

Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage or on inability to obtain materials, supplies or utilities, equipment failure, any law, ordinance rule or regulation. In any such event such party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorated reduction in the consideration which would otherwise be payable or otherwise due under this Space Agreement.

**SECTION TEN
METHOD OF PAYMENT**

LESSEE agrees to pay all sums when due in lawful money of the United States of America, to the Ogden Eccles Conference Center by cashier's check, certified check, credit card or cash at the office of the CENTER. LESSEE shall pay the sums without demand that may be due said CENTER. Any unpaid amounts shall be paid prior to the end of this contract term or shall be a lien on the box office receipts or property of LESSEE as applicable. Any other arrangements shall be at the sole discretion of the CENTER and must be determined in advance and in writing.

A finance charge of 1½% per month (18% annual percentage rate) of the unpaid balance will be added monthly. Should collection become necessary, the LESSEE agrees to pay an additional 40% collection fee and all legal fees of collection, with or without suit, including attorney fees and court costs.

**SECTION ELEVEN
RULES AND REGULATIONS**

All rules and regulations of the David Eccles Conference Center and Peery's Egyptian Theater contained in the written rental and operational policies relating to the rental and use of the CENTER are to be considered part of this Agreement. It is LESSEE's duty to acquire, read, and understand all rules and regulations pertaining to the use of said facility.

**SECTION TWELVE
MISCELLANEOUS PROVISIONS**

12.01 Amendment

This Agreement may be changed, modified or amended only by written agreement of the Parties.

12.02 Entire Agreement

This Agreement constitutes the whole agreement of the Parties and replaces any prior agreements and understandings, whether written or oral, between the Parties.

12.03 Effective Date

This Agreement shall become effective immediately upon the execution of the Agreement by the Parties.

12.04 Assignment

Neither Party shall transfer or delegate any of its rights, duties and powers or obligations under this Interlocal Agreement without the consent of each Party.

12.05 Indemnification

Each of the Parties to this Agreement agrees to defend, hold harmless, and indemnify the other Party for the wrongful or negligent acts or omissions of their respective officers, agents or employees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property.

12.06 No Third Party Beneficiaries

This Agreement is not intended to benefit any party or person not named as an agency specifically herein, or which does not later become a signatory hereto as provided herein.

12.07 Laws of Utah

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

12.08 Captions and Headings

The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

12.09 Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.


I certify that I am 18 years of age or older and have the necessary authority to sign on behalf of the corporation or business entering into this Agreement. I understand that a Banquet Event Order will follow outlining the detailed specifications of the event, and that this BEO will serve as the final contract for the event.

Ogden Rotary Club

David Eccles Center
Peery's Egyptian Theater



Date 8/18/2021



Date 8/19/2021

Rick Barnes
2580 Jefferson Avenue
Ogden, UT 84401

Kassi Bybee
General Manager