

OGDEN ECCLES CONFERENCE CENTER/WEBER COUNTY Ogden, Utah USE LICENSE AGREEMENT #01182022SDS

THIS USE LICENSE AGREEMENT (together with the Standard Terms and Conditions that are attached hereto, collectively the "Agreement") is entered into as of the day of November 11th, 2021, by and between Ogden Eccles Conference Center., located at 2415 Washington Boulevard, Ogden, UT 84401 (Ogden Eccles Conference Center"), and the following licensee (the "Licensee"):

Name of Licensee Shaw Dance Studio	Address of Licensee 2465 N. Main <i>1957 N. 3250</i> Sunset, UT 84105 <i>Harrisville, UT</i> Jana Shaw 801-814-8872 84414 Shawdance@comcast.net
--	---

In consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agrees as follows;

AGREEMENT: NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

- Use of the Facility.** Ogden Eccles Conference Center. hereby grants to Licensee, upon the terms and conditions hereinafter expressed, a license to use the following areas of the Facility (the "Authorized Areas") during the dates, and for the sole purpose of the event (the "Event"), that are indicated:

Authorized Areas	Move-In Date	Event Day(s)	Move-Out Date	Purpose of Event
Peery's Egyptian Theater	January 18th, 2022	January 18th, 2022	January 18th, 2022	Winter Recital

Day/ Date/Times	Event	Rooms	License Fee
Tuesday January 18 th 2022 <i>1:30 PM - 9:30 PM</i>	Performance	Theater Including all dressing rooms and green room	\$750.00**
TOTALS:			\$750.00

** Shaw Dance will receive a half day rental, due to the fact we had to move their date later in the year because our seating and resurfacing of the theater floor moved her initial contracted date.

Including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances to the Authorized Areas. If Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times indicated, then Licensee must: (a) obtain Ogden Eccles Conference Center prior written permission to do so; (b) reimburse Ogden Eccles Conference Center for Ogden Eccles Conference Center costs in connection therewith; and (c) pay an additional, reasonable licensee fee. Ogden Eccles Conference Center shall furnish, without additional costs to Licensee, normal heat or air conditioning during the Event, overhead lighting, use of restrooms facilities and janitorial services (consisting of cleaning of common public areas, meeting rooms and restrooms) and one standard set-up per contracted Authorized Area for meetings, general sessions, and banquets.

- License Fee and Service Expenses.** On the date of signing this Agreement, Licensee shall pay Ogden Eccles Conference Center a fixed license fee (the "License Fee") equal to **\$750.00**. Payment of license fee shall be according to the following schedule:

<u>Payable</u>	<u>Payment Due Date</u>
-----------------------	--------------------------------

(Upon signature of Use License Agreement.)

In addition, within 30 days after receiving an invoice therefore, Licensee shall reimburse Ogden Eccles Conference Center a commercially reasonable amount for any of the following services that are required for the Event (collectively, the "Services"): ticket takers, ushers, 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 Authorized Areas; electricians and mechanical plant staff; audio services; and special facilities, equipment and materials, or extra services furnished by Ogden Eccles Conference Center at the request of Licensee. If Licensee fails to pay any amounts when due under this Agreement, then Licensee shall pay to Ogden Eccles Conference Center a late charge of 1.5% per month on the unpaid balance.

BY SIGNING THIS AGREEMENT AND SUBMITTING AN ADVANCE PAYMENT OR DEPOSIT TO Ogden Eccles Conference Center, LICENSEE IS MERELY MAKING AN OFFER TO Ogden Eccles Conference Center TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT SHALL NOT BECOME BINDING ON THE PARTIES UNTIL Ogden Eccles Conference Center EXECUTES AND DELIVERS THIS AGREEMENT. Until Ogden Eccles Conference Center. executes and delivers this Agreement, any advance payment that Ogden Eccles Conference Center deposits shall be held in trust for Licensee and shall be refunded to Licensee if the Agreement is not accepted by Ogden Eccles Conference Center. LICENSEE MAY NOT RELY ON ANY VERBAL ASSURANCES MADE BY Ogden Eccles Conference Center's PERSONNEL OR UPON

THE AVAILABILITY OF ANY REQUESTED DATES, AUTHORIZED AREAS OR USES UNTIL Ogden Eccles Conference Center. EXECUTES AND DELIVERS THIS AGREEMENT.

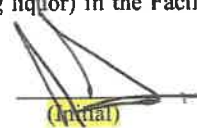
Signature: <u>[Signature]</u>	Ogden Eccles Conference Center., as agent for Weber County, Owner of Ogden Eccles Conference Center
Title: <u>President</u>	Signature: <u>[Signature]</u>
Date: <u>12-7-21</u>	Title: <u>[Signature]</u>
	Date: <u>12/10/2021</u>

Use License Agreement #01182022SDS

LICENSE USE AGREEMENT – STANDARD TERMS AND CONDITIONS

A. **Set Up: Use of Facility.** At least thirty days prior to the Event (or such shorter period agreed to by Ogden Eccles Conference Center.), Licensee shall give Ogden Eccles Conference Center written notice of any room or hall set-up(s), staging, and Event personnel requirements. Licensee shall conduct business in the Facility in conformity with: (1) Peery’s Egyptian Theater “PET Policies & Procedures” a copy of which is provided with this Agreement; and (2) all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the “Laws”), including fire and safety rules; the Americans with Disabilities Act (the “ADA”); environmental and hazardous materials laws; Title VI and Title VII of the Civil Rights Act of 1964, as amended; and intellectual property law and rights of others. Ogden Eccles Conference Center shall deliver the Authorized Areas to Licensee in compliance with the ADA and any agreed-upon set up requirements. Otherwise, Licensee accepts the Facility in its condition on the Event commencement date. Licensee shall not make any alterations to the Facility without the prior written consent of Ogden Eccles Conference Center. Representatives of Ogden Eccles Conference Center and Owner may enter the Authorized Areas at any time and on any occasion in a commercially reasonable manner. Ogden Eccles Conference Center shall have the right to use or permit the use of any portion of the Facility not granted to Licensee under this Agreement to any person or entity regardless of the nature of the use of such other space. All food and beverage services and concessions are reserved exclusively to Ogden Eccles Conference Center and its designees. Ogden Eccles Conference Center and its designees shall have the sole right to sell, give away and/or dispense food and beverages (including liquor) in the Facility and the Authorized Areas.

I have read and understand the PET Policies & Procedures provided with this Agreement



B. **Responsibility for Losses During Event.** Licensee shall be solely liable for all losses that occur at the Facility (whether within or without an Authorized Area) and that are caused to Ogden Eccles Conference Center, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by: (1) Licensee’s failure to comply with any and all Laws; (2) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees; (3) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees; and/or (4) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement.

C. **Insurance.** Unless Licensee, at its expense, provides Ogden Eccles Conference Center with satisfactory alternate insurance, Ogden Eccles Conference Center may obtain the following insurance covering the Event and Licensee’s activities in the Facility (the premium for which shall be included as part of the License Fee): (1) a commercial general liability insurance policy in the amount of \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage, including blanket contractual liability and independent contractors coverages; and (2) commercial automotive bodily injury and property damage insurance in the amount of \$1,000,000.00 (including an extension of hired and non-owned coverage). At its expense and to the extent required by law, Licensee shall provide applicable workers compensation insurance for Licensee’s employees. On each such required policy: (i) Licensee shall be the insured; and (ii) the insurer shall be required to waive subrogation claims. No such policy shall in any way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee’s indemnification obligations.

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



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).

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 worker’s compensation insurance requirements. LICENSEE agrees to defend, indemnify and hold harmless the COUNTY from and against any and all workers' compensation claims.

D. **Indemnification.** Licensee shall indemnify, and hold harmless Ogden Eccles Conference Center Owner, and their respective officers, directors, agents, and employees from and against any and all losses arising from: (1) the activities of Licensee, its employees, agents and invitees with respect to the Event and this Agreement; (2) Licensee’s obligations under this Agreement; and/or (3) personal or bodily injury to or death of persons or damage to or theft of the property of Ogden Eccles Conference Center or Owner to the extent caused by the negligent acts, errors and/or omissions

or the intentional or willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees. The provisions of this section shall survive termination of this Agreement.

E. **Remedies.** If Licensee cancels the Event, then Weber County may retain the License Fee as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages and that such damages could not otherwise be calculated. If there is a dispute concerning this Agreement or if a party seeks to enforce its rights under this Agreement, then the non-prevailing party shall pay all reasonable costs and expenses, including attorneys' fees, the prevailing party incurs in connection with the dispute or enforcement or in pursuing any remedy provided hereunder or by relevant statutes or other laws.

F. **Restrictions.** Without Ogden Eccles Conference Center prior written consent, Licensee shall not take, or permit to be taken, any of the following actions: (1) advertise, paint, post, or exhibit signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility; (2) broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement; (3) cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility; and/or (4) block or obstruct any passageway or exit in any manner whatsoever, or, while the Facility is in use, lock, block or bolt any exit door or any exit.

G. **Miscellaneous.** This Agreement shall be governed by the substantive laws of the State of Utah, without giving effect to conflict of laws principles. This Agreement contains the entire agreement of the parties with respect to the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. Licensee may not assign its rights under this Agreement without Ogden Eccles Conference Center prior written consent. Ogden Eccles Conference Center and Licensee shall each be and remain an independent contractor (and not partners) with respect to all rights and obligations arising under this Agreement. Licensee shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the event.

H. **Limitations on Ogden Eccles Conference Center Obligations.** If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of Ogden Eccles Conference Center., including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then Ogden Eccles Conference Center is hereby released by Licensee from any damage so caused thereby. Because the Facility is publicly owned, Owner retains the right, under the Constitution of the State of Utah (Article Sec.), to decline to provide funding for the operation of the Facility in the sole discretion of Owner. If such non-funding renders performance of this Agreement difficult, impractical, or impossible, then it shall not be considered a default under or breach of the terms of this Agreement and Ogden Eccles Conference Center and Owner will not be liable for such failure to perform, except there shall be an equitable reduction in the consideration which would otherwise be payable or due under this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James H. "Jim" Harvey, Chair

Commissioner Harvey voted _____
Commissioner Jenkins voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA, Weber County Clerk/Auditor

