

**WEBER COUNTY'S  
OGDEN ECCLES CONFERENCE CENTER  
USE LICENSE AGREEMENT #01152022COO**

**THIS LICENSE USE AGREEMENT** ("Agreement") is entered into as of the 21st day of December, 2021 by and between Weber County on behalf of the Ogden Eccles Conference Center ("OECC") located at 2415 Washington Boulevard, Ogden, UT 84401, and the following licensee ("Licensee"):

| Name of Licensee               | Address of Licensee   |
|--------------------------------|---|
| <b>Chamber Orchestra Ogden</b> | <b>5463 S. 125 East<br/>Ogden, UT 84405<br/>Attn; Dr. Michael Palumbo<br/>Phone: 801-624-9232<br/>Email: mpalumbo45@gmail.com</b> |

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.** OECC 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 Days                      | Move-Out Date                   | Purpose          |
|---|---------------------------------|---------------------------------|---------------------------------|------------------|
| Peery's Egyptian Theater                            | January 15 <sup>th</sup> , 2022 | January 15 <sup>th</sup> , 2022 | January 15 <sup>th</sup> , 2022 | Auditions        |
|   |                                 |                                 |                                 |                  |
| Day/Date/Times                                      | Event                           | Room / Setup/#                  | License Fee                     |                  |
| Saturday January 15 <sup>th</sup> , 2022<br>1pm-5pm | COO Auditions                   | Rehearsal hall                  | \$75.00                         |                  |
| <b>Totals:</b>                                      |                                 |                                 |                                 | <b>\$75.00**</b> |

\*\*It was agreed upon with Michael Palumbo and Chamber Orchestra Ogden that they would get a half day rental of the Rehearsal Hall because of all of his donated time to Ogden Musical Theatre as well as his continued support and partnership with Peery's Egyptian Theater.

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 OECC prior written permission to do so; (b) reimburse OECC 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 OECC a fixed license fee (the "License Fee") equal to **\$75.00**. Payment of license fee shall be according to the following schedule:

**Signed Agreement Due Date**  
**\$75      1/8/2022**

In addition, within 30 days after receiving an invoice therefore, Licensee shall reimburse OECC 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 OECC at the request of Licensee. If Licensee fails to pay any amounts when due under this Agreement, then Licensee shall pay to OECC a late charge of 1.5% per month on the unpaid balance.

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

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LICENSE USE AGREEMENT – STANDARD TERMS AND CONDITIONS

- Set Up: Use of Facility.** At least thirty days prior to the Event (or such shorter period agreed to by OECC), Licensee shall give OECC 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)

OECC "General Rules and Regulations," a copy of which shall be provided to Licensee upon request; 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. OECC 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 OECC. Representatives of OECC may enter the Authorized Areas at any time and on any occasion in a commercially reasonable manner. OECC 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 OECC and its designees. OECC 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.

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 OECC 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 OECC with satisfactory alternate insurance, OECC 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.):**

- 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, 35-1-46).
- 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 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 OECC, 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 OECC 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 OECC 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 OECC's 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 OECC's prior written consent. OECC 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 OECC., 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 OECC is hereby released by Licensee from any damage so caused thereby. The OECC is a public owned facility. In the event the legislating body fails to appropriate the funds necessary for the performance under this Agreement, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to OECC of any kind whatsoever, and no right of action for damages or other relief

shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

|                                 |                                       |
|---------------------------------|---------------------------------------|
| <b>LICENSEE</b>                 | <b>OGDEN ECCLES CONFERENCE CENTER</b> |
| Signature: <u>Michael Hatch</u> | Signature: <u>Karen Miller</u>        |
| Title: <u>Music Director</u>    | Title: <u>General Manager</u>         |
| Date: <u>12/28/21</u>           | Date: <u>12/28/2021</u>               |

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Scott Jenkins, Chair

Commissioner Jenkins voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA, Weber County Clerk/Auditor