



**OGDEN ECCLES CONFERENCE CENTER**  
DAVID ECCLES CONFERENCE CENTER & PEERY'S EGYPTIAN THEATER

Agreement made November 16<sup>th</sup>, 2022 between **Ogden Eccles Conference Center** (hereinafter referred to as PRESENTER) and **Caleb Chapman's Soundhouse - Voodoo Orchestra & Crescent Super Band** (hereinafter referred to as ARTIST)

It is mutually agreed between the parties as follows:

The PRESENTER hereby engages the ARTIST and the ARTIST hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions set forth below.

1. Details of ENGAGEMENT:

Venue:	Ogden Eccles Conference Center 2415 Washington Blvd. Ogden, UT 84401
Date of Performance:	February 11 <sup>th</sup> , 2023
Band Call Time:	Load in at 3pm-5pm, set up and sound check 7pm-10pm - Perform
Length of Show:	3 hours
Billing:	Caleb Chapman's Soundhouse - Voodoo Orchestra & Crescent Super Band 555 E. Main St, Suite A American Fork, UT 84003

2. Compensation: \$5,000.00

Above Compensation is to be paid in full via check on the night of performance.

3. PRESENTER agrees, at organization's expense, to provide a performance hall and appropriate dressing room(s) for ARTIST that are adequately cooled/heated, clean, and secure for the duration of the ARTIST's visit. PRESENTER also agrees to provide adequate and professional lighting and sound equipment for the execution of the performance. ARTIST agrees to provide all musical instruments and backline.
4. ARTIST shall provide services in a competent manner, arrive and perform at times specified between the parties, abide by all reasonable rules and requirements of PRESENTER, and render services exclusively during the term of this contract.
5. PRESENTER agrees not to broadcast, photograph, record, or otherwise reproduce the performance without the express written consent of the ARTIST and to prevent such broadcast, photography, or recording by other parties.
6. In the event that the performance of any of the covenants, duties, or obligations of the Agreement on the part of the PRESENTER or ARTIST shall be prevented, interrupted, delayed, or suspended by any force majeure event, as defined herein, either party may terminate this Agreement without any

liability on either party for any damages arising from such termination. Termination for a force majeure event shall not be deemed a breach of the agreement.

“Force Majeure” shall mean state of emergency due to weather, illness, death or incapacitation of a key member of the ARTIST (as determined by the ARTIST in its sole judgement) or death or life threatening illness of an immediate family member of or key member of the ARTIST; any present or future statute, laws, ordinance, regulation, order, judgement, or decree, act of God, earthquake, flood, fire, epidemic, or any other similar cause or causes outside the reasonable control of the parties hereto.

- 7. PRESENTER agrees to indemnify ARTIST against, and hold it harmless for any and all loss or liability for injuries or damages to any and all persons, property or any entities, that may occur in connection with the performance, except for sole negligence on the part of the ARTIST and its employees. ARTIST, likewise, agrees to indemnify PRESENTER against, and hold it harmless for, any and all loss or liability for injuries or damages to any and all persons, property or any entities, except for sole negligence on the part of the PRESENTER or its employees.
- 8. This agreement may not be changed, modified or altered except by an instrument in writing by both parties. This agreement shall be construed in accordance with the laws of the State of Utah. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in the State of Utah.
- 9. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and ARTIST is not an employee of PRESENTER. As such, any and all employment and income taxes are sole responsibility of the ARTIST.

AGREED to by the undersigned parties this 16<sup>th</sup> day of November 2022.

\_\_\_\_\_  
 Kassi Bybee  
 Ogden Eccles Conference Center  
 2415 Washington Blvd.  
 Ogden, UT 84401

\_\_\_\_\_  
 Caleb Chapman’s Soundhouse  
 Voodoo Orchestra & Crescent Super Band  
 555 E. Main St, Suite A,  
 American Fork, UT 84003

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
Gage Froerer, Chair

Commissioner Bolos voted \_\_\_\_\_  
 Commissioner Froerer voted \_\_\_\_\_  
 Commissioner Harvey voted \_\_\_\_\_

ATTEST:

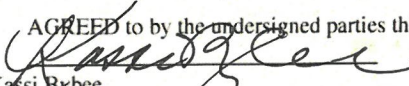
\_\_\_\_\_  
 Ricky Hatch, CPA, Weber County Clerk/Auditor

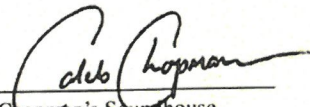


ordinance, regulation, order, judgement, or decree, act of God, earthquake, flood, fire, epidemic, or any other similar cause or causes outside the reasonable control of the parties hereto.

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Ricky Hatch, CPA, Weber County Clerk/Auditor