

**OGDEN ECCLES CONFERENCE CENTER/WEBER COUNTY Ogden, Utah
USE LICENSE AGREEMENT #032222COO**

THIS USE LICENSE AGREEMENT (together with the Standard Terms and Conditions that are attached hereto, collectively the “**Agreement**”) is entered into as of the 13th day of November, 2020, by and between Weber County on behalf of the Ogden Eccles Conference Center at 2415 Washington Boulevard, Ogden, UT 84401 (“**Ogden Eccles Conference Center**”), and the following licensee (“**Licensee**”):

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

| Day/ Date/Times | Event | Room / Setup/# | License Fee |
|--|-----------------------------|--------------------------|--------------------|
| Tuesday & Thursday March. 22 & 24, 2022 6:30pm-9:30pm | Rehearsal | Rehearsal Hall | \$40 Each Day |
| Friday, March. 25, 2022 6:30pm-10pm | Rehearsal | Peery’s Egyptian Theater | \$375 |
| Saturday, March 26, 2022 7pm-9pm | Fall Concert Performance | Peery’s Egyptian Theater | \$750* |
| Total Rental | | | \$1,205 |

*Chamber Orchestra Agrees to list Peery’s Egyptian Theater as an in- kind sponsor in all of its printed materials.

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 **\$1,205**. Payment of license fee shall be according to the following schedule:

| | |
|-------------------|---|
| Payable | Signed Agreement Due Date |
| <i>No deposit</i> | <i>If we sell Tickets. Signed Agreement due 1/15/2021</i> |

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:  | Ogden Eccles Conference Center |
| Title: <u>Music Director</u> | Signature:  |
| Date: <u>December 22, 2020</u> | Title: <u>General Manager</u> |
| | Date: <u>7/29/2021</u> |

Use License Agreement #032222COO

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) Ogden Eccles Conference Center "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. 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 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.

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 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.):

- 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 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 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 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 Ogden Eccles Conference Center 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. The Ogden Eccles Conference Center 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 Ogden Eccles Conference Center 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.

PET EXHIBIT A

| Peery's Egyptian Theater Standard Rental Rates | | | | |
|---|------------------------|---------------------------------------|-----------------------------------|-----------------|
| | Performance Day | Rehearsal, Load-in, Set-up Day | Extra Performance Same Day | Dark Day |
| Commercial | \$1,500* | \$750* | \$750* | \$350* |
| Non-Profit | \$1,300* | \$650* | \$650* | \$300* |
| Rehearsal Hall | \$150 | \$150 | N/C | N/C |

*Daily rate varies with number of days rented

Rental Time Schedule

Listed rental rates are based on 8:00am to Midnight. Times beyond these are subject to an hourly building overtime rate of \$100 per hour, not including labor.

Standard Set-up for Peery's Egyptian Theater

Base rent includes:

- Barco DCP Projector DP4K328 (if used for movie screening)
- Basic Black Curtains – legs and borders
- 2 Cordless Microphones
- Podium (if requested)
- 3 - 8' standard tables in lobby

Peery's Egyptian Theater Lighting Package Pricing

| <u>Package</u> | <u>Price</u> | <u>Description</u> | <u>Additional Cost per day</u> |
|---------------------------|---------------------|---|---------------------------------------|
| Basic Lighting Package | \$ 100.00 | All lights In repertory lighting plot included without Moving Lights, up to one cue change per scene or performance number. | \$ 25.00 |
| Deluxe Lighting Package | \$ 150.00 | All Lights included, Moving Lights used sparingly for specials up to 3 cues per scene or performance number. | \$ 50.00 |
| Premiere Lighting Package | \$ 200.00 | All lights included, full potential of entire system. Strobe and moving light effects available, unlimited cueing potential based on available time for tech of show. | \$ 50.00 |

Notes

Additional cost per day is after 2 days of rental.

1 Spotlight fixture is included in Large Lighting Package, A La Carte Pricing is required for all others

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| Operators, Programmers, and Designers are not included in package pricing |
| Pricing for tech personnel is hourly based |
| Basic and Deluxe lighting packages include 2 Front light specials included in repertory plot. |
| Spotlight Fixture pricing is per day |

Additional Theater Equipment/Service Price List

Box Office

Ticket Buyout Fee: \$1000.00

| | | |
|--|------------------------------|------------------------|
| <p>All ticket prices (online or in box office) will include:</p> <p>1) Base Ticket Price</p> <p>2) Facility Fee: \$1.00/ticket</p> <p>3) Credit Card Fee</p> <p>4) Sales Tax at current rate. (If applicable) Sales Tax will be charged on all fees.</p> <p>5) Processing Fee (in a sliding scale, see chart)</p> <p>*This chart is an approximation. Actual fees assessed per event will vary slightly depending on the actual base ticket price and whether or not the client is tax-exempt.</p> <p>*If using ticketing system other than contracted PET Box Office system, Licensee must provide own ticket takers.</p> | Sliding Scale Chart : | |
| | Base Ticket Price | Processing Fee* |
| | \$0 - \$5.00 | \$1.24 - \$1.75 |
| | \$5.01 - \$10.00 | \$1.74 - \$2.50 |
| | \$10.01 - \$15.00 | \$2.99 - \$3.50 |
| | \$15.01-\$30.00 | \$3.99-\$5.50 |
| | \$30.01 - \$40.00 | \$6.74 - \$7.75 |
| | \$40.01 - \$50.00 | \$8.74 - \$10.00 |
| \$50.01+ | \$10.90+ | |

Consignment Tickets: Will be charged for the number of consigned tickets redeemed. Charge is \$0.25 per ticket for general admission and \$0.50 per ticket for reserved and all tickets will be charged the same processing and credit card fees.

Complimentary Tickets: Any ticket with a \$0.00 value and will include any specials for the event. All complimentary tickets will have charge of \$0.25 per ticket charge after exceeding 50+ tickets per performance.

Lighting Equipment

| Item | Quantity | Rate | Unit |
|---------------------|----------|---------------------|----------------------|
| Follow Spot | 2 | \$100 | Per perf. + labor |
| Lighting Booms | 6 | Labor for set-up | |
| Lighting Gel Change | | \$24 | Per usage day |

Sound Equipment

| Item | | Quantity | Rate | Unit |
|--------------|--|----------|------|------------------|
| Microphones: | Wired: Dynamic (2 included in License Fee) | 21 | \$25 | Each, per day |
| | Wireless Handheld (2 included in License Fee) | 5 | \$50 | Each, per day |
| | Wireless Lapel | 5 | \$50 | Each, per day |
| | Light Gel | 1 | \$24 | Per day |

Stage Equipment

| Item | Description | Quantity | Rate | Unit |
|---------------|--|----------|------------------|------------------------|
| Chairs: | Wenger Musicians, Black | 40 | N/C | |
| | Wenger Cello, Black | 6 | N/C | |
| Music Stands: | Wenger Black w/ stand lights | 40 | N/C | |
| Lecterns: | Cherry finish, standing | 1 | N/C | |
| Pianos: | 7' Steinway Baby Grand | 1 | \$90 | Per day untuned |
| | Steinway Professional Upright | 3 | \$50 | Per day untuned |
| | Piano Tuning by OECC designated tuner | | \$TBD | Per piano |
| Marley | Black Marley Dance Floor | 1 | \$100 - \$360 | Per event |
| Projectors: | 35mm Film | 1 | \$120 | Per day |
| | 10,000 Lumen LVD, DPI1080-700 | 1 | \$450 | Per day |
| | Barco DCP Projector DP4K328 (no charge if event is a screening) | 1 | \$0 -\$1000 | Per day |
| Screen: | Set up and Take down | 1 | \$90 | |
| Tables: | 8'x30" plywood top, folding with cloth and black skirting (2 provided in rent) | 75 | \$25 | Per Event/ Table |
| Genie: | ICM Genie Lift | 1 | \$100 | Theater use only |

Supplies

| Item | Quantity | Rate | Unit |
|--|----------|------|----------------------------------|
| Loft Blocks & Drop Lines | 12 | \$50 | Per line per event + labor |
| Gaffer's Tape | | \$25 | Per roll |
| Glow Tape | | \$25 | Per roll |
| Spike Tape | | \$9 | Per roll |
| Painter's Tape | | \$5 | Per roll |
| Lighting Color – six (6) cuts constitutes a full sheet | | \$12 | Per sheet |
| Ice Packs | | \$5 | Per pack |
| Dry Ice | | \$2 | Per Pound |

Theater Staffing

All labor costs are based on a per hour basis with a minimum of three (3) hours per call. Any cancellation within 72 hours of the event will be charged the 3 hour minimum labor.

For a detailed labor estimate based on specific event needs, please contact Mikenzee Heidrich, Theater Operations Manager at (801) 689-8632

| | | Rate | Notes |
|---|--|------------------------|--------------------------|
| House Personnel | House Manager | \$25 | Per Hour |
| | Usher* | N/C | Volunteer |
| | Security | \$40 | Per Hour |
| | Custodial/Maintenance | \$300/cleaning deposit | Per event |
| | (Two) Ticketing | \$25/each | Per hour, 2 hour minimum |
| Stage Personnel See Theater Policies and Procedures for minimum staffing requirements. | Includes positions below: | \$30 | Per hour, 3 hour minimum |
| | Stage Manager - Lighting Designer** Sound Designer** Assistant Stage Manager Followspot Operator Flyman/ Stage Assistant Projectionist | | |

*If using ticketing system other than contracted PET Box Office system, Licensee must provide own ticket takers.

**Any designs requiring reading of script/book or advance production work require a separate design fee, to be negotiated between client and designer, separate from event labor costs

Note: Staffing requirements beyond eight (8) hours per day and/or over 40 hours per week will be billed at the overtime rate of one and one half (1 ½). Staffing requirements after 12:00 midnight, on Sunday and holidays will be billed at the overtime rate of double the regular rate.

Concessions

Theater concessions are available with \$300 minimum gross receipts. If the gross receipt of \$300 is not met, the difference between patron purchases and \$300 will be added to client invoice.

No outside food or drink is allowed on the premises. This includes dressing rooms, green room, theater, lobby, and other ancillary spaces within the theater or conference center. If any (Licensee, staff or parents) bring in outside food, Licensee will be charged a flat \$150 - \$300 cleaning fee (depending on condition of the Theater areas).