



## Event Contract

This agreement is made as of Mar 8, 2022 between

Ogden Eccles Conference Center  
(hereinafter "Client")

and

The 5th Floor  
2411 Kiesel Ave  
Suite #502  
Ogden, Utah 84401  
USA  
(hereinafter "Business Owner")

For the date of Aug 23, 2022

### 1. Conditions and Responsibilities of Renter

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping The 5th Floor, a well-maintained and safe location for future use.

### 2. Down Payment & Rental Fees

A signed contract and date-hold down payment of \$1000.00, or half must be received to reserve your date(s) and time(s). If your package is paid on the payment plan of three total payments instead of two, a credit card must be put on file for the 2nd payment to be authorized at the due date of payment. Failure to pay your second payment, bringing your deposit up to half may result in loss of the date. The balance of your rental fee is due thirty (30) days before your event. Miscellaneous costs, such as bar, catering, rentals, etc., are due thirty (30) days before your event. Any additional costs that arise will be due within two (2) days of your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

Name	Description	Qty / Unit Price	Tax	Subtotal
Staffing Fee		1 x \$125.00		\$125.00
	<ul style="list-style-type: none"> <li>3% surcharge on the total paid with a card. There is also a \$0.30 transaction charge per transaction.</li> </ul>	1 x \$49.00		
Credit Card Processing Fees	<ul style="list-style-type: none"> <li>If you are paying with a check or cash, please let us know and we will adjust your invoice.</li> </ul>			\$49.00

Total: \$1,424.00

Due Date	Amount Due
Dec 13, 2021	\$712.00
Aug 20, 2022	\$712.00

### 3. Use of Property

Rental of The 5th Floor includes the use of the main space, access hall, public bathrooms, elevator, and main stairway. There is no use or access tolerated to the rest of the building. If your guests are found accessing or attempting to access other floors, they will be asked to leave. If office spaces are locked please do not attempt to use them for personal use.

#### •Parking:

There is a parking lot for the Lotus building directly to the south with a wooden arch. There is paid parking to the east of the Lotus building. There is free parking to the north on Grant, just off 24th street (one block down). If you have rooms booked at The Hampton, you will receive parking passes there as well.

### 4. Notice of Responsibility

The 5th Floor offers the space at the date listed in the contract with no obligation or responsibility for conflicting events happening around Ogden City. In the rare event that a city event is prohibiting location access to the building, the client will be notified and a date change will be offered as available. If a city event is happening and there is STILL location access to the building there will be a notification but no reschedule. The 5th Floor is not responsible for the events put on by the city of Ogden and will continue business as usual unless property doors are inaccessible. This goes to say any act of Nature or natural disaster, or Government, State, or Federal shutdown, prevents access to the building, The 5th floor is not responsible for refunding monies to the client if the act of nature or natural disaster does not qualify for an insurance claim. At that point a reschedule date will be offered. If any event forces The 5th Floor into an insurance claim, the cost of the date/monies paid will be claimed in the insurance max coverage, and money paid will be refunded to the client. Renter agrees to indemnify, defend, and hold The 5th Floor, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by the renter, its employees.

If alcohol is to be served please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Established catering services may use their license and insurance to cover this. The 5th Floor or the bar service will offer to license as needed.

Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their certificate of insurance and catering license to The 5th Floor, naming The 5th Floor, as stated, and will be delivered at least one month before the event.

## 6. Liability

Renter agrees to indemnify, defend, and hold The 5th Floor, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by the renter, its employees, and agents of alcoholic beverages at The 5th Floor,

In the event The 5th Floor, its landlord, building owners, officers, employees, and/or agents, are required to file any action in court to enforce any provisions of this agreement, the renter agrees to pay The 5th Floor, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by The 5th Floor, including all collection expenses and interest due.

### •Rehearsals

Wedding rehearsals may be scheduled before the event day for \$200 for one (1) hour and are based on availability. Minister, pastor, and/or wedding planner must be present. If a rehearsal dinner is requested additional time must be added at \$250/90 minutes.

## 7. Catering Standards

We highly recommend that a caterer from the recommended caterers list be used for your event. Our recommended caterers have experience working at The 5th Floor and are familiar with our regulations, policies, and procedures. Use of caterers not on our recommended list may result in an increased deposit and fee. Insurance/credit card—all caterers working at The 5th Floor, are required to have a valid certificate of insurance and a credit card on file with us.

### •Kitchen Policy

The 5th Floor kitchen is production space and is to be used for final food presentation, plating, and bussing only. Please note that The 5th Floor does not provide dishes, glassware, pots, pans, knives, or utensils. The kitchen production space will be provided in a clean condition and the venue should be returned to a clean condition immediately following your event.

A final walkthrough with a member of our event staff is mandatory at the close of your event. Please refer to checklists posted in the kitchen production area.

## 8. Site Decoration

The 5th Floor wants to make every event here a special and welcome experience. Therefore every effort will be made to allow the renter to prepare decorations reflecting their creative requirements.

We ask that only the staff of The 5th Floor, rearrange and move any furnishings, including, but not limited to, artwork, lamps, antiques, or seating. No nails, screws, staples, or penetrating items are to be used on our walls or floors. No glitter or foil (non-paper) confetti is allowed on site. Paper confetti is allowed with cleaning. Only

about what can or cannot be done in the space, ASK!

## 9. Conduct

There is absolutely no drug use or smoking of any kind tolerated on-premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. renter and guests shall use the premises in a considerate manner at all times. If the event is for an underage group, hosts, lockdown (no in and out ) and identification must be shown.

## 10. Live Music/DJ/Noise

The 5th Floor encourages music and lots of dancing! However, please be aware that the premises are located inside a building with other tenants. Although these businesses tend to be "regular" business hours, we still must be respectful of late meetings or special events they may have scheduled as well.

The 5th Floor onsite manager has full authority to ask the renter, DJ, or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at The 5th Floor, the renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to the renter. Loud music must end by 10 p.m. during weeknights (Monday thru Thursday) and by 11 PM on weekends (Friday and Saturday). additional time can easily be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

## 11. Load-in/Load-out and Storage

All load-ins and load-outs must take place within the designated time frame given by The 5th Floor, If there is an event before yours a timed delivery will be required. The 5th Floor is not responsible for checking in or handling any items brought into the venue by rental companies. all external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by the rental company, client, or client's representative.

Limited storage is available upon request. Storage fees will be applied to any items left overnight or beyond normal load-in/loadout times. This also applies to items left post-event for shipment out via courier. note: it is not the responsibility of The 5th Floor, to ensure that pick-ups are scheduled and executed.

## 12. Cleaning, Trash, and Equipment Removal

The 5th Floor will be in clean condition prior to your event. If you arrive on the premises and you feel the space is not clean, you must notify a staff member prior to your unpacking and decorating. Cleaners for the space arrive 30-45 minutes after the event's end time. You are responsible for all items brought in to be brought out.

## 13. City, County, State, and Federal Laws

Renter agrees to comply with all applicable city, county, state, and Federal laws and shall conduct no illegal act on the premises. This is a drug-free and non-smoking facility at all times, NO EXCEPTIONS (including vapor). Renter shall not sell alcohol on premises at any time without a proper liquor license. All "open" bars must be run by a bartender/Tips and Sips to hold control. The renter may not serve alcohol to minors on the premises at any time. renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed responsibly. The 5th Floor, reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of The 5th Floor, or the safety of its staff, guests, or building contents.

The 5th Floor also states it is in compliance with all city, state, and Federal laws and is insured. The Lotus building is also in compliance with all city, state, and federal laws and is insured.

## 14. Entry and Exit

needs or issues that may arise at any time. If you choose to add hours the day of the event please note the increase in allowable hourly charge. It is recommended you decide your total amount of hours prior and will be asked to pay the add-on hour(s) fee immediately at your event.

## 15. Lost and Found

The 5th Floor, take no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

## 16. Promotions and Copyright

It is important to us that you have a fantastic and successful event. Should The 5th Floor be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications. At The 5th Floor we are happy to provide professionally created images of our space for promotional materials, please do not claim them as your own and give credit to the photographers and vendors who created them. We hope you will refer others here and are happy to answer any questions you might have about the types of events we do. We are also happy to personally welcome your guests and speak to them about the historic nature of the building, or its contents. A representative of The 5th Floor, and/or promotional materials and signage will be present at all events, and any questions about the space, its contents, or about our upcoming events and the charities we support can be directed to that representative.

## 17. Cancellations

Should the renter choose to cancel your event, the booking fee down payment is non-refundable.

Cancellation must be submitted in writing via email and a cancellation form will be added to your contract, voiding the 5th Floor's obligation to hold any date request or event activity. If the event is canceled within 30 days of your contracted date the final payment, TOTAL AMOUNT is non-refundable. Date transfers are not guaranteed. A grace period of one week (7) days from the contract date, the renter may submit to transfer or move date.

Down Payment at contract signing is non-refundable

30 Day Final Payment is non-refundable.

## 18. Credit Card Authorization Form

The 5th Floor requires a credit card to be on file during the entirety of your event.

Please fill out the check-in and CC form at arrival on the day of your event. The 5th Floor will only charge the card if damages are an estimated \$500 or more. The charge will hold the damage fee until the mediation and insurance agent can estimate correctly.

Credit Card charges will be assessed an additional 3% surcharge as well as a \$0.30 charge per transaction..

Payments should be made to The 5th Floor. Cash, check and major credit cards are accepted.

No refunds of the venue rental down payment will be made after the payment schedule or 30 days before the event, as your agreement to rent The 5th Floor on this date may cause the loss of additional bookings or business. Reserved food and beverage catering, along with rentals and/or purchases necessary to produce your event may not be refunded, or may not be refunded in full if costs have been incurred toward that obligation.

### Capacity:

- Standing Room- with drink appetizer tables only: 340 (MAX)
- Seated Dinner- 15 Tables with 10 at each table Total: 150 (MAX)
- Ceremony Seating Only 150 Chairs (MAX)

Client:

I agree to the terms and conditions of this contract.

Kassi

Bybee

3/17/22

*Kassi Bybee*

Business Owner:

I agree to the terms and conditions of this contract.

Stacie

Larsen

3/17/22

*Stacie Larsen*

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