

**RENTAL AGREEMENT BETWEEN
OGDEN MUSICAL THEATER AND GRAND THEATER**

THIS AGREEMENT is made and entered into by and between Weber County, a body corporate and politic of the State of Utah, DBA Ogden Musical Theater, hereinafter referred to as the “OMT,” and Grand Theater, Inc., a corporation, located at 1575 S State St., Salt Lake City, UT 84115, hereinafter referred to as “Grand.” The two shall collectively be referred to as “Parties” and individually as “Party.”

WITNESSETH

WHEREAS, OMT ignites creativity with quality, dynamic theater by gathering diverse artists and community to uplift, collaborate, and engage through play; and

WHEREAS, OMT has prepared a show ready performance of 5 Carols for Christmas; and

WHEREAS, OMT is performing 5 Carols for Christmas December 17th – December 23rd, 2021; and

WHEREAS, Grand desires to host the show at the Grand Theater;

NOW THEREFORE, in consideration of the mutual promises, terms and conditions contained in this Agreement, the parties hereto agree as follows:

**SECTION ONE
OMT’S RESPONSIBILITIES**

1. In exchange for the terms of this Agreement, OMT agrees to the following:
 - A. Provide a Show ready performance of 5 Carols for Christmas which includes the rental of all Equipment. “Equipment” means the full 5 Carols for Christmas Set, all props, furniture, costumes and wigs.
 - B. Assist with the loading and moving of Equipment to Grand Theater on November 20th, 2021.
 - C. Allow Grand to contract with all actors for 5 Carols for Christmas who are show ready. As well as any additional production staff as needed by company.
 - D. Add the additional performances of 5 Carols for Christmas to the OMT playbill.

**SECTION TWO
GRAND’S RESPONSIBILITIES**

- 2.1 In exchange for the terms of this Agreement, Grand agrees to the following:

- A. Will store all equipment from Peery's Egyptian Theater, of the set, props, costumes, and wigs starting November 20th, 2021
- B. Drop off all set, props, costumes, and wigs, by December 30th.
- C. Will maintain the upkeep of wigs and costumes as needed for run of show.
- D. Provide recognition in the Grand playbill for OMT's Executive Director, Artistic Director, Musical Director, Choreographer, etc.
- E. Contract and provide payment separately from this Agreement to all actors and production team. When actors and production team are performing at the Grand Theater they are not working as employees of OMT.
- F. Contract separately for fees and Stage Rights to perform additional performances of 5 Carols for Christmas separate from OMT's production November 25 through November 30.

**SECTION THREE
COMPENSATION AND TERM**

- 3.1** Grand shall pay to OMT the fee of \$10,000 for the purposes set forth in this Agreement.
- 3.2** This Agreement shall be for a period of November 30th, 2021 through December 30, 2021.

**SECTION FOUR
ASSIGNMENT**

- 4.1** The rights and obligations of either Party shall not be assigned without the prior written consent of the other Party. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

**SECTION FIVE
INDEPENDENT AGENCY**

- 5.1** It is understood and agreed that Grand's status in relation to OMT is that of an independent contractor; and Grand's acts, made through any of Grand's officers, agents or employees are made without any suggestion, direction, or management whatsoever by the OMT or any other of OMT's officers, agents or employees.

**SECTION SIX
INDEMNIFICATION**

- 6.1** Grand agrees to indemnify and hold harmless the OMT, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of Grand's, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of this Agreement.
- 6.3** Weber County, as a political subdivision of the State of Utah, and as a government entity as defined in the "Utah Governmental Immunity Act," Title 63, Chapter 30d, U.C.A., 1953 as amended, does not, by the provisions of this paragraph nor any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act and all other applicable law.

SECTION SEVEN INSURANCE

- 7.1** Grand shall purchase and maintain, during the term of this Agreement, including any extensions, insurance coverage that will satisfactorily insure Grand and OMT against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverage's required are as follows:
- A. **General Liability.** Comprehensive general liability insurance protecting Grand and the County against any and all liability claims that may arise against either of the Parties during the Parties' relationship engendered by the grant of funds under this Agreement. Such period of time shall be the term of this Agreement. Coverage to be provided under this paragraph shall be for all claims made arising out of either party's actions during the period of time described herein; regardless of whether the claim is asserted against either party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than ONE MILLION DOLLARS (\$1,000,000) per person, with TWO MILLION DOLLARS (\$2,000,000) per occurrence, for bodily injury; and ONE HUNDRED THOUSAND DOLLARS (\$100,000) per occurrence for property damage. COUNTY shall be specifically named as an insured party on such policy or policies.
 - B. **Workers' Compensation.** Workers' compensation insurance covering Grand for any and all claims that may arise against Grand under the workers' compensation laws of the State of Utah.
 - C. Grand shall provide a certificate of all insurances to OMT.

SECTION EIGHT MISCELLANEOUS

- 8.1** **Amendments.** This Agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all Parties in the manner provided by law.

- 8.2 Authorization.** The individuals signing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this Agreement on behalf of the Parties.
- 8.3 Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 8.4 Compliance with Laws.** During the time of this Agreement, Grand, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to, laws requiring access to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.
- 8.5 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 8.6 Equipment.** OMT's Equipment rentals are offered for inspection at the time of rental. All Equipment are rented in good condition and are to be returned in the same condition. Any repair work necessary shall be paid by Grand. If any Equipment is damaged beyond repair, Grand shall pay full replacement price. Grand is responsible to reimburse OMT for loss of rentals/income during repair session or replacement process. Grand is responsible to return all Equipment in the initial rental condition to avoid a cleaning fee. The cleaning fee shall be the actual cost of any cleaning that is required as determined by OMT.
- 8.7 Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Agreement.
- 8.8 Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promises or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.
- 8.9 Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.
- 8.10 Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.
- 8.11 Interpretation.** The entire agreement among the Parties shall consist of this Agreement and the documents set forth herein. All documents are complimentary, and that which is called for by one of them shall be as binding as if called for by all. In the event of an inconsistency between any of the

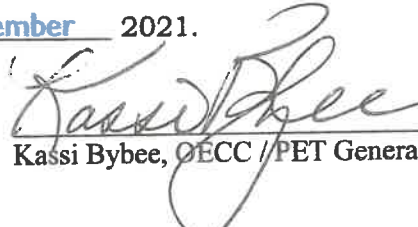
provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement.

8.12 Waiver. No failure to enforce any provision of this Agreement on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Agreement concerning any subsequent or continuing breach.

8.13 Default. In the event of default by either Party in the performance of any of the terms and conditions of this Agreement, the other Party may give written notice of such default to the defaulting party. If the default is not resolved within ten days of receipt of notice, this Agreement may be terminated immediately by the Party not in default, and the party in default shall be liable for all costs, damages, and expenses resulting from such termination.

8.14 Dispute Resolution. If a dispute arises regarding this Agreement, the Parties shall first attempt informal negotiations to resolve the dispute before taking legal action. If that fails, then the parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action. In any legal dispute, each party shall be responsible for paying its own costs, including attorneys' fees, regardless of the outcome of the dispute.

DATED this 16 day of November 2021.


Kassi Bybee, OECC / PET General Manager Date 11/16/2021


Board of County Commissioners
of Weber County

By _____
James H. "Jim" Harvey, Chair

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

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Grand Theater, Inc.
By:  _____

Name: Seth Miller _____
Title: Executive Director, Grand Theatre