

**OGDEN ECCLES CONFERENCE CENTER**  
**2415 Washington Blvd., Ogden, Utah 84401**

**EVENT LEASE AGREEMENT**

#092821VRT – Virtual Rain

THIS AGREEMENT is made by and between The Ogden Eccles Conference Center, Weber County, hereinafter collectively referred to as "CENTER," and Virtual Rain with its principal place of business located at 2765 Midland Dr. Ogden, UT.84401 hereinafter referred to as "LESSEE."

**RECITALS**

**WHEREAS**, CENTER has space within the David Eccles Conference Center and Peery's Egyptian Theater for lease; and

**WHEREAS**, Weber County provides catering services within the CENTER for LESSEE's upon demand; and

**WHEREAS**, the LESSEE and the CENTER have negotiated the terms of this Agreement and the terms are mutually beneficial to both; **NOW THEREFORE**, LESSEE and CENTER agree as follows:

**SECTION ONE**  
**RIGHT TO USE AND OCCUPY**

In consideration of the covenants and agreements herein expressed and subject to the faithful performance by the LESSEE of all such covenants and agreements, the CENTER does hereby grant and LESSEE does hereby accept, a non-assignable right to use and occupy that portion of the CENTER, more fully described as follows for the period of time and in consideration of such payment as is set forth below:

***Virtual Rain is contracted in our CENTER:***

9/28/21-9/30/21 for a Conference accommodating 120 attendees per day. Individual spaces leased at the following rate:

**Tuesday Sept. 28<sup>th</sup>, 2021**

Times	Event	Room / Setup/#	License Fee
8:45am-6pm	Building Open	Grand Ballroom	
12pm-1pm	Registration	1 <sup>st</sup> Level Stone	
12pm-5pm	General Session	Grand Ballroom/Theater Setup	\$2,250.00

**Wednesday September 29<sup>th</sup>, 2021**

Times	Event	Room / Setup/#	License Fee
6:30am-6pm	Building Open	Grand Ballroom A-E, 1 <sup>st</sup> Level Ballroom, Meeting Rooms 201-203	
7:30am-10:45am	Breakfast/Gen Session	1 <sup>st</sup> Level Ballroom/Half Rounds of 6	Waived upon Catering
11am-1pm	Meeting	Grand Ballroom	\$2250.00
1pm-2pm	Lunch	1 <sup>st</sup> Level Ballroom/Half Rounds of 6	
2pm-5pm	Breakout Sessions (5)	Grand Ballroom A-E (Room Turn)	\$1250.00
2pm-5pm	Breakout Sessions	Meeting Rooms 201-203	\$900.00

**Thursday September 30<sup>th</sup>, 2021**

Times	Event	Room / Setup/#	License Fee
6:30am-3pm	Building Open	Grand Ballroom A-E, 1 <sup>st</sup> Level Ballroom, Meeting Rooms 201-203	
8am-9am	Breakfast	1 <sup>st</sup> Level Ballroom	Waived upon Catering
9am-2pm	Meeting	Grand Ballroom	\$2,250.00
<b>3 Day License Fee Total</b>			<b>\$8,900.00*</b>

**The OECC reserves the right to reassign function space or to change group to a room suitable for the guaranteed attendance or function type.**

*\*Notwithstanding the foregoing table, if Licensee does not spend at least \$7500.00 in food and beverage purchases at the Event (excluding sales taxes, service charges and alcohol sales), then the License Fee shall be increased to \$18,900.00 (the "Substitute License Fee"). However, Licensee shall receive a credit against the Substitute License Fee in an amount equal to 25% of the actual sales of food and beverages at the Event (excluding sales taxes and service charges). In any event, the Substitute License Fee (rather than the License Fee shown in the foregoing table) shall be used for the purpose of calculating liquidated damages under this Agreement. If the final guarantee is less than 85% of the originally contracted "Estimated Total" \$7,500.00 for food & beverage, then the Licensee will make up the difference between the final guarantee and minimum attrition allowed.*

*Subject to change based on Lessee and/or additional designated contact's requested services and/or additional rental. A Banquet Event Order will follow outlining the detailed specifications of your event (including setup, food/beverage requirements, audio visual needs, etc.) This BEO will serve as the final contract for the event and must be signed at least 72 hours prior to the first day's events.*

If LESSEE occupies space in the CENTER beyond the times set forth in this Agreement, the CENTER, at its sole discretion, may charge LESSEE for the additional time period and services provided.

## SECTION TWO EVENT CHARGES

- 2.01 Catering Policies:** LESSEE will read and agree to catering general policies.
- 2.02 Food and Beverage Menu:** Upon the request of LESSEE, CENTER shall recommend, provide and serve an agreed upon menu and other food and beverage service as requested. Please note that outside food and beverage is not allowed on-site.
- 2.03 Guarantee and Deposit:** LESSEE shall provide all information pertinent to the service of food and beverage for the scheduled event. LESSEE shall provide guest guarantees, deposits, credit information and final payment as agreed upon in the catering schedule.
- 2.04 Service Charge and Sales Tax:** All charges are subject to a 21% service charge and applicable sales tax. No service will be performed without the required deposits/payments and signed contract(s) on file at CENTER's administrative offices.
- 2.05 Guarantee:** When charges are determined on a per person basis, a written "guaranteed attendance" shall be given to the CENTER no later than 72 business hours prior to the event date as specified under the sales order "Guarantee Guest Count" for each function.
- 2.06 Guaranteed Attendance:** If LESSEE fails to provide CENTER with the guaranteed attendance, in writing by the required date, CENTER shall use the "Number Expected" listed on the sales order for that function which shall serve as "Guaranteed Attendance" and LESSEE shall pay in accordance therewith.
- 2.07 Contingency:** CENTER will provide and set for Two Percent (2%) (not to exceed 20 guests) above LESSEE's Specified Guaranteed Attendance. LESSEE agrees to pay the greater of actual or guaranteed attendance.

## SECTION THREE ADDITIONAL SERVICES

LESSEE agrees to pay CENTER without demand any reasonable sum which may be due for additional services, equipment, or material furnished or loaned by CENTER to LESSEE. CENTER and LESSEE, or their authorized representatives, must execute and sign orders for any services, accommodations, equipment or materials prior to such services being rendered. Information and/or requests received less than 10 days prior to an event may result in additional charges to LESSEE. Equipment ordered with less than 12 hours notice is subject to availability and double charges.

CENTER shall provide, at the sole expense of LESSEE and in addition to the fee described above, the following services, as required for each Event (collectively, the "Services"), the expenditures for which the "Service Expenses") shall be reimbursed by Licensee to Weber County: ticket takers, ushers, theater labor, 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 exhibit areas; electricians and mechanical plant staff; audio services; and special facilities, equipment and materials, or extra services furnished by CENTER at the request of LESSEE or as outlined in Exhibit C attached hereto.

**SECTION FOUR  
CANCELLATION**

In the event that it becomes necessary to cancel a function for which a catering agreement and/or contract has been signed, LESSEE shall pay the amount scheduled as follows:

- A. 181-365 days prior to arrival: 25% of anticipated event charges will be billed based on average checks of meal period(s) and/or rental charges; whichever is higher.
- B. 61-180 days prior to arrival: 50% of contracted event charges will be billed based on average checks of meal period(s) and/or rental charges; whichever is higher.
- C. 0-60 days prior to arrival: 100% of contracted event charges will be billed based on average checks of meal period(s) and/or rental charges; whichever is higher.

**Estimated Total Event Charges (Food & Beverage + License Fee + Audio Visual/equipment) = \$23,500.00++**

++ = 21% Service Charge and applicable sales taxes

**SECTION FIVE  
SETUP**

The contract amount includes a one time setup per day of tables and chairs, general lighting, heating and air conditioning, a lectern, a registration table, two risers and one standard 110 dual plug for electrical service. Additional charges which shall be paid by LESSEE may include, but shall not be limited to LESSEE's optional use of audio/visual equipment rental and services, catering, equipment rental and services, dance floor use, security, insurance, phone lines, internet access and power.

**SECTION SIX  
USE OF BUILDING**

LESSEE shall have the right of ingress and egress through the halls and corridors of such building(s) but acquires no other rights to any other part of the building(s) than the parts specified above. LESSEE represents that such premises are being rented for the purpose of a conference and for no other purpose whatsoever without the written consent of the CENTER. LESSEE agrees that if under this agreement LESSEE makes any other use thereof by which, under CENTER's regular schedule of charges, a higher charge would be due than herein agreed upon, LESSEE shall pay the CENTER the additional amount.

**SECTION SEVEN  
INSURANCE**

LICENSEE hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the LICENSEE or arising out of LICENSEE's performance of this agreement. LICENSEE hereby agrees to indemnify, defend and save harmless Weber County, its officers, agents and employees, from and against any and all claims resulting from all use of premises by the LICENSEE, the LICENSEE's invitees, licensee's agents and employees. Furthermore, the LICENSEE shall maintain Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence. LICENSEE shall provide the COUNTY with a certificate of insurance, verifying coverage at least one week prior to the event.

The COUNTY will not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but not be limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.

**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.

**SECTION EIGHT  
PAYMENT/METHOD OF DEPOSIT**

As consideration hereof and as payment for the right and use herein granted of such premises, services, equipment or material, LESSEE agrees to pay to CENTER the non-refundable deposit sum of **\$500.00** due at the signing of this agreement prior to **5/14/21**. All events must be paid for in full at least five (5) business days prior to the event. LESSEE is able to make final adjustments to the agenda on or before (3 days prior). Room rental and other costs may be adjusted accordingly. The License Fee set forth in this Agreement shall be paid by LESSEE as provided in Exhibit B attached hereto.

**SECTION NINE  
UNFORESEEN CIRCUMSTANCES**

LESSEE and/or CENTER may terminate or suspend its obligations under this Space Agreement if such obligations are delayed, prevented, or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical:

Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage or on inability to obtain materials, supplies or utilities, equipment failure, any law, ordinance rule or regulation. In any such event such party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorated reduction in the consideration which would otherwise be payable or otherwise due under this Space Agreement.

**SECTION TEN  
METHOD OF PAYMENT**

LESSEE agrees to pay all sums when due in lawful money of the United States of America, to the Ogden Eccles Conference Center by cashier's check, certified check, credit card or cash at the office of the CENTER. LESSEE shall pay the sums without demand that may be due said CENTER. Any unpaid amounts shall be paid prior to the end of this contract term or shall be a lien on the box office receipts or property of LESSEE as applicable. Any other arrangements shall be at the sole discretion of the CENTER and must be determined in advance and in writing.

A finance charge of 1½% per month (18% annual percentage rate) of the unpaid balance will be added monthly. Should collection become necessary, the LESSEE agrees to pay an additional 40% collection fee and all legal fees of collection, with or without suit, including attorney fees and court cost(s).

**SECTION ELEVEN  
RULES AND REGULATIONS**

All rules and regulations of the David Eccles Conference Center and Peery's Egyptian Theater contained in the written rental and operational policies relating to the rental and use of the CENTER are to be considered part of this Agreement. It is LESSEE's duty to acquire, read, and understand all rules and regulations pertaining to the use of said facility.

**SECTION TWELVE  
MISCELLANEOUS PROVISIONS**

**12.01 Amendment**

This Agreement may be changed, modified or amended only by written agreement of the Parties.

**12.02 Entire Agreement**

This Agreement constitutes the whole agreement of the Parties and replaces any prior agreements and understandings, whether written or oral, between the Parties.

**12.03 Effective Date**

This Agreement shall become effective immediately upon the execution of the Agreement by the Parties.

**12.04 Assignment**

Neither Party shall transfer or delegate any of its rights, duties and powers or obligations under this Interlocal Agreement without the consent of each Party.

**12.05 Indemnification**

Each of the Parties to this Agreement agrees to hold harmless, and indemnify the other Party for the wrongful or negligent acts or omissions of their respective officers, agents or employees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property.

**12.06 No Third Party Beneficiaries**

This Agreement is not intended to benefit any party or person not named as an agency specifically herein, or which does not later become a signatory hereto as provided herein.

**12.07 Laws of Utah**

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

**12.08 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.

**12.09 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.

I certify that I am 18 years of age or older and have the necessary authority to sign on behalf of the corporation or business entering into this Agreement. I understand that a Banquet Event Order will follow outlining the detailed specifications of the event, and that this BEO will serve as the final contract for the event.

Virtualrain Inc.  
2765 Midland Dr. Ogden UT 84401

David Eccles Conference Center  
Peery's Egyptian Theater

Kelli Arroyo Date 05/12/21  
Kelli Arroyo  
Event Coordinator  
801-732-5509  
kelliarroyo@virtualrain.com

Kassi Bybee Date 5/18/2021  
Kassi Bybee  
General Manager

Additional designated LESSEE contacts with authority to make changes and incur charges are:

Name	Phone	Name	Phone
<u>Makail Peterson</u>	<u>801-920-7311</u>	_____	_____

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
James H. "Jim" Harvey, Chair

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

ATTEST:

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

EXHIBIT B  
EXHIBIT B TO EVENT LEASE AGREEMENT  
OGDEN ECCLES CONFERENCE CENTER/  
PEERY'S EGYPTIAN THEATER

**License Fee/Service Expenses**

1. Additional Reimbursable Service Expenses.

In addition to the fixed License Fee set forth in this agreement, LESSEE agrees to pay additional reimbursable Service Expenses, including the Services described in Section Three above. At the request of LESSEE, the following special facilities, equipment, materials, and extra services will be furnished by Weber County for the Event at the prices indicated in Exhibit C (attached).

2. Payment of License Fee.

Fixed License Fee: The fixed License Fee set forth in Section Ten above shall be paid in accordance with the following schedule:

Payable

Payment Due Date

**\$500.00**

**Friday May 14<sup>th</sup>, 2021** (Initial non-refundable deposit toward License Fee due upon execution of Agreement.)  
*(Please return signed Agreement & deposit by due date, as noted above, however, the Agreement is not accepted until Weber County executes and delivers the Agreement)*

**\$ TBD**

**Friday September 24<sup>th</sup>, 2021** *Final payment of total charges as indicated on the Invoice or Banquet Event Order 3 days prior to the event and occupancy of facility.*

EXHIBIT C  
EXHIBIT C TO USE LICENSE AGREEMENT

**Conference Center Menu Pricing**

Copies of our current Banquet/Catering and Audio Visual Menus are available upon request. Menu prices do not include applicable taxes or service charge.

Standard set-up at contracted License Fee rate include controlled environmental rooms, complimentary Wi-Fi access (daily limit 1GB within a 24 hour period) plus the following:

- (1) Standing Lectern
- (1) Head Table, Clothed and Skirted, if requested
- (1) Registration Table, Clothed and Skirted, with Chairs in lobby as needed
- (1) Audio/Visual Table with Electrical
- (1) Standard 110 power at existing locations (one dual plug)
- (2) Skirted 6'x 8' Risers
- (TBD) Tables, Chairs, House Linens\*

\*House Linens Colors are: Black, White, Ivory, Red, Gold, & Dark Green

Table Skirting available in Black

*Additional linen colors, overlays and floor length black table linens are available upon special order for a minimal charge.*

Standard Room set-ups are available in the following styles:

Banquet

Classroom

Theater/Auditorium

Hollow Square

U-Shape

Boardroom

\*Changes to Room Setup on day of scheduled event(s) will incur a charge of 50% of the daily room rental.



**Additional Conference Center Equipment/Service Price List (Not included in standard set-up)**

Items	Number	Price	Notes
<b>Ballrooms/Meeting Rooms</b>			
Chairs: Chrome frame/upholstered, stacking	2,276	n/c	Per Event
Tables: 8'x30" plywood top, folding with cloth and black skirting	56	\$25.00	Per Event
Without skirting or cloth	62	\$15.00	Per Event
With/without cloth 8'x18" formica top, folding (for classroom set-ups)	232	\$20.00 \$15.00	Per Event
6'x18" formica top, folding	83	\$15.00	Per Event
6' plywood top banquet round	160	\$15.00	Per Event
36" formica top cocktail round	28	\$5.00	Per Event
Portable 6'x8'x12"/18" adjustable height Stage Black w/reversible top (carpet/vinyl) Risers: (Skirted) 6'x8'x18"/24"/30" adjustable height black w/reversible top (carpet/vinyl) \$10 per riser additional charge for change in riser top - one time charge	4  16	\$50.00  \$50.00	Per Event  Per Event
Lecterns: Natural Maple Standing	13	n/c	Per Event
Natural Maple Tabletop	6	n/c	Per Event
Dance Floor: 3'x3' oak parquet squares	100	\$15.00	Per Event
White Boards: 4'x8' portable	6	\$15.00	Per Event
Easels Flip Chart/White boards: 28"x70" (26"x33" surface)	7	\$15.00	Per Event
Tripod for sign display	13	\$5.00	Per Event
Flip Chart Pad/Pens	7	\$15.00	Per Event
Flags: U.S. 3'x5' with stand	2	n/c	Per Event
Flags: Utah 3'x5' with stand	2	n/c	Per Event
Copies: Black & White Copies Color Copies		\$0.10 \$1.00	Per copy
FAX:		\$2.00 \$1.00	First page Add' pgs
Coat Rack: 23"x 50"x 64" portable, double bar	10	n/c	Per Event
Coat Room: with tickets/hangers	3	\$100.00	Each/day
Telephone Line: (local/800 access only) For Long Distance telephone use, please contact your event manager		\$125.00	Each/per event
Telephone		\$30.00	Each/per event
T-1 Line (internet access line)		\$175.00	Each/per event

**Conference Center Staffing / Personnel (prices exclusive of overtime and holiday rates)**

Lift (minimum of 1 hour per order)		\$25.00	per hour
Lift Operator (minimum of 1 hour per order)		\$25.00	per hour
Garbage Removal (minimum of 1 hour per order)		\$75.00	
Banner Rigging (minimum of 1 hour per order)		\$25.00	per hour
Custodian Labor (minimum of 1 hour per order)		\$25.00	per hour
Custodian Labor Vacuuming (minimum of 1 hour per order)		\$25.00	per hour
Technical Service (minimum of 1 hour per order)		\$75.00	per hour
Painter (minimum of 1 hour per order)		\$25.00	per hour
Engineer (minimum of 1 hour per order)		\$45.00	per hour
Plumber (minimum of 1 hour per order)		\$65.00	per hour
Electrician (minimum of 1 hour per order)		\$65.00	per hour
Carpenter (minimum of 1 hour per order)		\$40.00	per hour
Security Guard (minimum of 4 hours per order)		\$40.00	per hour