

SET RENTAL AGREEMENT

AGREEMENT is made this 10/4/23, between **Utah Festival Opera Company** (hereinafter referred to as "Producing Company"), a company doing business in Logan, Utah, and, **Ogden Musical Theatre Company** a company doing business in Ogden, Utah (hereinafter referred to as "Using Company"),

Producing Company shall allow Using Company as follows:

- 1. Producing Company shall allow Using Company temporary use of:

Scenery for the Utah Festival Opera Company owned production of **Aida** hereinafter referred to as "Production", designed by Patrick Larson

- 2. The total fee for the scenery and props will be the sum of **NINE THOUSAND DOLLARS (\$9,000.00)**. The usage fee shall be payable to Producing Company in U.S. currency as follows **\$9,000.00** due at least 60 days prior to shipment to Using Company. The Using Company presents that it will present performances of the Production within the following dates: **July 26, 2024** through **August 10, 2024**. The Using Company will include a security deposit in the amount of **\$1500.00** upon signing of this contract to hold the scenery for the Using Company. When scenery is returned to the Producing Company without damage, the security deposit will be returned. Please remit a separate check for the security deposit so that it can be returned to the Using Company after scenery return.

- 3.
\$9,000.00 Scenery and props
\$1,500.00 Deposit (refundable)
\$900.00 Designer fee
\$500.00 load in/load out storage fee
\$400.00 TD fee (200 per day) for 2 days
\$12,300.00 Total

- 4. Shipment dates from Logan to be on 10 May, 2024. The Production will load in at the Using theatre ON **May 10, 2024**. It will load out ON **August. 11, 2024** for return to the Producing Company, or for travel to its next destination. For purposes of this agreement, the term of the use of the scenery shall consist of the time commencing with the load out of the Production from its place of origin and ending with the load in after use at its next destination.
- 5. The Producing Company will supply the Scenery to the Using Company in good condition and Using Company is responsible through the life of the production for its maintenance. The repair of damage to the scenery or any portion thereof, beyond normal wear and tear, is chargeable to the Using Company.
- 6. Using Company will also be responsible for all expenses involved in this usage including shipping and handling, load in and load out in Using Company's city and in Logan. Load-out and load-in fees for Logan are **\$500.00**. **All shipping arrangements will be made by and paid by the Using Company with the consent of the Producing Company.**

Initials _____

7. Using Company agrees to engage a Technical Director designated by the Producing Company to be on site to assist the set up of the show at the load-in, transfer to the second venue, and strike. Compensation of the T.D. will be **\$200.00** per work day {workday not to exceed twelve (12) hours; rate is **\$30.00** per hour after twelve (12) hours}, **\$150.00** per travel day, (work and travel are not permitted on the same day), plus local lodging, **\$50.00** per diem including travel days, round trip air coach transportation and any additional taxi services, if required, Logan to Using Company's theatre and return. All these charges will be paid by Using Company

The responsibilities of the Producing Company's Technical Director are to include, and not to exceed, guidance in the assembly of scenery. The TD will not act as labor for the load-in or load-out of scenery.

8. Using Company agrees that Production will be returned to Producing Company prepaid unless other mutually agreeable arrangements are made in writing thirty (30) days prior to load out at Using Company's theatre.

Using Company will at its own cost and expense, cause all elements of the Scenery to be insured during the term of use as stated in Section Three (3) of the agreement, against all risk of physical loss, in the amount of **\$20,000.00**, such insurance to be a good and reputable company authorized to do business in the United States. Such policy or policies shall provide that they will not be canceled without at least thirty (30) days written notice first having been given the Producing Company. Such policy or policies will be payable to the Producing Company as sole insured beneficiary. Using Company will furnish Producing Company a copy of such policy or policies of insurance two (2) week before shipment of scenery.

9. In addition to the rental fee, Using Company agrees to pay the Producing Company a set designer fee of **\$900.00** (10% of the rental price). Producing Company will forward this payment to the set designer Patrick Larson.
10. Photos of Producing Companies properties shared on social media must include attribution: Sets/Costumes/Props/Backdrops provided by The Utah Festival Opera and Musical Theatre
11. Using Company agrees that on the title page of all programs and/or playbills and on any publicity material where credits are given, the following credit lines shall appear in large typeface:

Scenery designed by **Patrick Larson**
Designed and constructed by **Utah Festival Opera and Musical Theatre**

Using Company agrees to provide the Producing Company with two (2) copies of the program of playbill for the production.

12. It is fully understood that the initial payment serves as a deposit to reserve the Production for the term of use stated in Section (3) of this agreement, **and is non-refundable in the event the Using Company does not ultimately use the Production.**

Initials _____

13. Using Company will not tour without written permission from the Producing Company.

14. Modification, etc.: this agreement contains the entire understanding of the parties, shall be amended or modified only by writing executed by Using Company and Producing Company, and shall be construed, governed and interpreted pursuant to the laws of the State of Utah applicable to agreements wholly to be performed therein. Using Company shall not have the right to assign this agreement or any of the Using Company's obligations hereunder.
15. Service of Process: Using Company hereby irrevocably submits itself to the jurisdiction of the Courts of the State of Utah, County of Cache, and the jurisdiction of the State and Federal courts in Cache County, Utah for the purpose of any suit, action or other proceeding which may be brought by the Producing Company against the Using Company, and Using Company hereby waives, and agrees not to assert, in any such suit, action or proceeding, and claim that it is not subject to the jurisdiction of the above named courts, that its property is exempt from attachment or execution, that such suit, action or proceeding is improper arising out of or based upon this agreement or the subject matter thereof. Using Company hereby consents to service of process by registered mail at the address to which notices are to be given and agrees that such service shall be deemed effective upon Using Company as if personal service had been made upon Using Company within the Cache County, State of Utah.

The signatures of both parties below signify mutual agreement to all terms within.

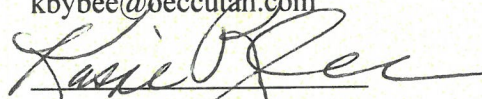
Utah Festival Opera Company
Brent Innes
Technical Director
PH 8019134796
brent@ufomt.org



04/09/24

Date

Kassi Bybee
Ogden Musical theatre
General Manager
PH: 801-689-8602
kbybee@oeccutah.com



4/9/2024

Date

Initials _____

IN WITNESS WHEREOF the parties to this Agreement have executed the same as of the day and year first above written.

Dated this _____ day of _____, 20____

Kassi Bybee, PET General Manager Date

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James Harvey, Chair

Commissioner Harvey voted _____

Commissioner Froerer voted _____

Commissioner Bolos voted _____

ATTEST:

Ricky Hatch, CPA, Weber County Clerk/Auditor