

OGDEN ECCLES CONFERENCE CENTER
2415 Washington Blvd., Ogden, Utah 84401
REVISED EVENT LEASE AGREEMENT
– Varsity Spirit LLC

THIS AGREEMENT is made by and between the Ogden Eccles Conference Center, Weber County, hereinafter collectively referred to as "CENTER," and Varsity Spirit LLC with its principal place of business located at 6745 Lenox Center Ct., Ste. 300, Memphis, TN 38115, hereinafter referred to as "LESSEE/LICENSEE" and supersedes the original contract for July 6-10, 2020 executed on November 07, 2019 and the Date Move Amendment executed on September 09, 2020 with no liquated damages or attrition fees due to shorten the event and move to the new date set, June 20-23, 2021.

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:

Varsity Sprit LLC Group is contracted in our CENTER:

June 23-26, 2021, for a Camp accommodating #125 people.

Individual spaces leased at the following rate:

<u>Authorized Area</u>	<u>Day/Date</u>	<u>Time of Use</u>	<u>Purpose</u>	<u>License Fee</u>
Grand Ballroom	Wednesday 6/23/2021	12pm-8pm	Practice	*Sliding Scale
Meeting Room 201	Thursday - Saturday 6/24-26/2021	8am-10pm	Coaches Meeting/ Classroom 24	*Sliding Scale
Grand Ballroom A Coatroom/200's Coatroom	Thursday - Friday 6/24-25/2021	8am-10pm	Camp Store/Storage	*Sliding Scale
Grand Ballroom	Thursday - Friday 6/24-25/2021	8am-10pm	Camp	*Sliding Scale
Meeting Room 202-203	Thursday & Saturday 6/24 & 6/26/2021	TBD	Luggage Storage	*Sliding Scale
Ballroom 1-3	Thursday - Friday 6/24-25/2021	4:30pm-6pm	Dinner/Rounds of 10 for 150 people	*Sliding Scale
Ballroom 1-3	Friday 6/25/2021	11:30am-1pm	Lunch	*Sliding Scale
Grand Ballroom A Coatroom/200's Coatroom	Saturday 6/26/2021	8am – 5pm	Camp Store/Storage	*Sliding Scale
Grand Ballroom	Saturday 6/26/2021	8am-5pm	Camp	*Sliding Scale
Grand Ballroom	Saturday 6/26/2021	5pm-8pm	Load Out	N/C
Total Rental				*Sliding Scale

**Notwithstanding the foregoing table, if Licensee does not spend at least \$7,250 in food and beverage purchases at the Event (excluding sales taxes, service charges and alcohol sales), then the License Fee shall be increased based on the following sliding scale:*

<u>Total Food & Beverage</u>	<u>Total Room Rental</u>
\$5,000 or more –	\$1,000
\$3,000 - \$4,999	\$3,000
\$1,000 - \$2,999	\$6,000
Less than \$1,000	\$7,500

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.

**** Access to CENTER between the hours of 12 midnight and 6am requires an Engineer in the building at the rate of \$40 per hour.**

The following Buffet Meal pricing will be confirmed for your 2021 Camp. Prices are per person and are inclusive of all tax and service charges:

Lunch - \$18.00

Dinner - \$20.00

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. 0-30 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 Event Charges = \$8,250.00

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 (type of event) 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.

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 one applicable to your event):

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 \$0.00 due at the signing of this agreement prior to (due date). LESSEE is able to make final adjustments to the agenda on or before Friday, June 04, 2021 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:

Continued pandemic, 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 costs.

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.

Varsity Spirit LLC

David Eccles Conference Center
Peery's Egyptian Theater

 Date 6/2/2021

 Date 6/4/2021

Adam Stluka
VP, Event Procurement, Planning & Partnerships
6745 Lenox Center Ct., Ste. 300
Memphis, TN 38115
Email: Astluka@Varsity.com)
Phone: 800-533-8022, Ext. 5917

Kassi Bybee

General Manager

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

Name	Phone	Name	Phone
Molly Key	901-387-4347		

**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

\$0.00

May 1, 2020 (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

August 6, 2020 *Final payment of total charges as indicated on the Invoice or Banquet Event Order 30 days following the event and occupancy of facility.*

EXHIBIT C
EXHIBIT C TO USE LICENSE AGREEMENT

Room Set-up

Standard set-up at contracted License Fee room rate includes 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
- General room lighting, heat and air conditioning
- Ice Water with glasses for speaker and head table

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

Theater	Classroom
Rounds	Conference U

*Room changes to set-up will incur a charge of 50% of the daily room rental.

CENTER will provide one (1) Television and one (1) DVD player for use in meeting area.

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

Items	Number	Price	Notes
<i>Ballrooms/Meeting Rooms</i>			
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 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 Stage 6'x8'x12"/18" adjustable height Black w/reversible top (carpet/vinyl)	4	\$50.00	Per Event
Risers: (Skirted) 6'x8'x18"/24"/30" adjustable height	16	\$50.00	

Items	Number	Price	Notes
black w/reversible top (carpet/vinyl) \$10 per riser additional charge for change in riser top - one time charge			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		\$0.10	Per copy
Color Copies		\$1.00	
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
Wireless Internet Access – Currently Complimentary Daily Limit 1GB within a 24 hour period			
Shipping/Receiving (Due to limited storage, no shipments to be accepted outside of 7 days prior to arrival)		\$10	Per Box

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 Technician (minimum of 1 hour per order)		\$45.00	per hour
Painter (minimum of 1 hour per order)		\$25.00	per hour
Engineer (minimum of 1 hour per order)		\$40.00	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