



Agreement made June 12th, 2023 between Weber County Corporation, dba: **Ogden Eccles Conference Center/Peery's Egyptian Theater** (hereinafter referred to as PRESENTER) and **Marie Osmond** (hereinafter referred to as ARTIST).

It is mutually agreed between the parties as follows:

The PRESENTER hereby engages the ARTIST and the ARTIST hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions set forth below.

1. Details of ENGAGEMENT:

Venue: Ogden Eccles Conference Center/Peery's Egyptian Theater
2415 Washington Blvd.
Ogden, UT 84401

Date of Performance: January 26, 2024- Kickoff to the **100th Anniversary of Peery's Egyptian Theater**

Load In: January 25, 2024, with Production Manager & one team member

Band Call Time: Load in at 1pm with production team on January 26, 2024
5:30 PM – 6:30 PM – Meet & Greet with Donors- Approx. 40-45 ppl
6:30 PM – 7:30 PM – Dinner & Gala in the adjoining Conference Center Ballroom
8:00 PM – 10:00 PM – Performance in Peery's Egyptian Theater

Length of Show: ~~2 Hour Performance~~ and 1 Hour Meet & Greet **90 minute set**

Billing: 1452 West Horizon Ridge
#534
Henderson, NV 89012

2. Compensation: \$75,000.00 all inclusive. Payment due in full on date of the concert, January 26, 2024
No Deposit is required
3. PRESENTER agrees, at PRESENTER'S expense, to provide a performance hall and appropriate dressing room(s) for ARTIST that are adequately cooled/heated, clean, and secure for the duration of the ARTIST's visit. PRESENTER also agrees to provide adequate and professional lighting and sound equipment for the execution of the performance. ~~ARTIST agrees to provide all musical instruments and backline.~~ **PRESENTER to provide backline instruments as outlined in rider.**
4. ARTIST shall provide services in a competent manner, arrive and perform at times specified between the parties, abide by all reasonable rules and requirements of PRESENTER, and render services exclusively during the term of this contract.
5. PRESENTER agrees not to broadcast, photograph, record, or otherwise reproduce the performance without the express written consent of the ARTIST and to prevent such broadcast, photography, or recording by other parties.
6. In the event that the performance of any of the covenants, duties, or obligations of the Agreement on the part of the PRESENTER or ARTIST shall be prevented, interrupted, delayed, or suspended by any force majeure event, as defined herein, either party may terminate this Agreement without any liability on either party for any damages arising from such termination. Termination for a force majeure event shall not be deemed a breach of the agreement.

"Force Majeure" shall mean state of emergency due to weather, illness, death or incapacitation of a key member of the ARTIST (as determined by the ARTIST in its sole judgement) or death or life threatening illness of an immediate family member of or key member of the ARTIST; any present or future statute, laws, ordinance, regulation, order, judgement, or decree, act of God, earthquake, flood, fire, epidemic, or any other similar cause or causes outside the reasonable control of the parties hereto.

7. PRESENTER agrees to indemnify ARTIST against, and hold it harmless for any and all loss or liability for injuries or damages to any and all persons, property or any entities, that may occur in connection with the performance, except for sole negligence on the part of the ARTIST and its employees. ARTIST, likewise, agrees to indemnify PRESENTER against, and hold it harmless for, any and all loss or liability for injuries or damages to any and all persons, property or any entities, except for sole negligence on the part of the PRESENTER or its employees.
8. This agreement may not be changed, modified or altered except by an instrument in writing by both parties. This agreement shall be construed in accordance with the laws of the State of Utah. Any claim or dispute arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in the State of Utah.
9. Nothing contained in this agreement shall be construed to constitute a partnership or joint venture, and ARTIST is not an employee of PRESENTER. As such, any and all employment and income taxes are sole responsibility of the ARTIST.
10. ARTIST has read and agrees to the information in Exhibit A.

AGREED to by the undersigned parties by the 12th day of June 2023.



Kassi Bybee
Ogden Eccles Conference Center
2415 Washington Blvd.
Ogden, UT 84401

Marie Osmond
1452 West Horizon Ridge
#534
Henderson, NV 89012



Jeremy Barron
Marie Tour Manager
Greg Sperry
Marie Management

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Bolos voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA, Weber County Clerk/Auditor

EXHIBIT A: Adjustment to Rider agreed upon by both parties.

MEET & GREET:

Meet & Greet Prior to the Show at the Gala.
40-45 People at the Meet & Greet
5:30 - 6:15 Meet and Greet Time
-Providing own photographer

HOST:

-Spencer Stokes will be hosting/Emcee of the event.
-Probably knows Marie and should be our influential spokesman for the Gala
-Photography will be allowed to take pictures of the event.

MARKETING:

-Production Manager will be providing photos but then we can use them in whatever designs we want.

TRANSPORTATION:

Will be about 8 people traveling in.
Production Manager and one other person will be arriving on the 25th. The rest will be arriving the day of the show.
Need a vehicle that can hold 6 people and all of their luggage- Theater will provide this service.
No tour bus will be in use.

SECURITY:

Backstage and front of stage security. Make sure to lock side stage doors.

HOTEL:

Hampton Hotel will be where staff will be staying. It is adjoined to the conference center

Presenter to provide up to 8 rooms for up to 2 nights.

DAY OF:

Production team arrive/load-in until 1pm day of performance.

VIDEO:

Video is not required. Can use our DCP projector to use for their video.

TECH:

2 12X8 risers - this is what we use for keys instead of piano.
Will use QLab for video and audio production.
No balcony in theater will ground hang speakers since we don't have capability to hang in theater.
Need Access from stage into audience. So we need to set stairs.
Will possibly move the CYC to line set 14 if we use the DCP
Will be fine with in-ears and mics for the show. Provided by presenter
Lighting Design will be provided in house

Need - Front of house person.

Wardrobe - Starting at 1pm thru show. Will be an assistant with ironing and steaming.

Would like quick changes with Marie SL will be Maries and SR will be on stage right 6x6 or 8x5.

Board Op, Stage Manager, LD, 2 stage hands, A2, Wardrobe.

Need Davis to take care of getting the boards.

HOSPITALITY:

Need hospitality just day of.

Will do breakfast at the hotel.

Marie's dressing room will be taken care of.

Lunch, Dinner, and beverage service is what they will need for crew day of performance.