

**WEBER COUNTY'S
OGDEN ECCLES CONFERENCE CENTER
USE LICENSE AGREEMENT #02112025PBS**

THIS LICENSE USE AGREEMENT ("Agreement") is entered into as of the day of , 2024 by and between Weber County on behalf of the Ogden Eccles Conference Center ("OECC") located at 2415 Washington Boulevard, Ogden, UT 84401, and the following licensee ("Licensee"):

Name of Licensee	Address of Licensee
PBS Utah	101 South Wasatch Drive SLC, Utah, 84112 ATTN: Melissa Lind <u>mlind@pbsutah.org</u> 651-447-9716

In consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

- Use of the Facility.** OECC hereby grants to Licensee, upon the terms and conditions hereinafter expressed, a license to use the following areas of the Facility (the "Authorized Areas") during the dates, and for the sole purpose of the event (the "Event"), that are indicated:

Authorized Areas	Move-In Date	Event Days	Move-Out Date	Purpose
Peery's Egyptian Theater	February 11 th , 2025	February 11th, 2025	February 11th, 2025	Film
Day/Date/Times	Event	Room / Setup/#	License Fee	
February 11th, 2025 Tuesday – 3pm – 9pm	PBS Utah Film	Theater including all dressing rooms and green room.	\$200.00	
Totals:			\$200.00	

Including all improvements, furniture, fixtures, easements, rights of ingress and egress, and appurtenances to the Authorized Areas. If Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times indicated, then Licensee must: (a) obtain OECC prior written permission to do so; (b) reimburse OECC for Ogden Eccles Conference Center costs in connection therewith; and (c) pay an additional, reasonable licensee fee. Ogden Eccles Conference Center shall furnish, without additional costs to Licensee, normal heat or air conditioning during the Event, overhead lighting, use of restrooms facilities and janitorial services (consisting of cleaning of common public areas, meeting rooms and restrooms) and one standard set-up per contracted Authorized Area for meetings, general sessions, and banquets.

- License Fee and Service Expenses.** On the date of signing this Agreement, Licensee shall pay OECC a fixed license fee (the "License Fee") equal to **\$200.00**. Payment of license fee shall be according to the following schedule:

Signed Agreement Due Date
\$200 and Signed Contract Due by 1/15/2025

In addition, within 30 days after receiving an invoice therefore, Licensee shall reimburse OECC a commercially reasonable amount for any of the following services that are required for the Event (collectively, the "Services"): ticket takers, ushers, 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 Authorized Areas; electricians and mechanical plant staff; audio services; and special facilities, equipment and materials, or extra services furnished by OECC at the request of Licensee. If Licensee fails to pay any amounts when due under this Agreement, then Licensee shall pay to OECC a late charge of 1.5% per month on the unpaid balance.

BY SIGNING THIS AGREEMENT AND SUBMITTING AN ADVANCE PAYMENT OR DEPOSIT TO OECC, LICENSEE IS MERELY MAKING AN OFFER TO OECC TO ENTER INTO THIS AGREEMENT. THIS AGREEMENT SHALL NOT BECOME BINDING ON THE PARTIES UNTIL OECC EXECUTES AND DELIVERS THIS AGREEMENT. Until OECC executes and delivers this Agreement, any advance payment that OECC deposits shall be held in trust for Licensee and shall be refunded to Licensee if the Agreement is not accepted by OECC. LICENSEE MAY NOT RELY ON ANY VERBAL ASSURANCES MADE BY OECC'S PERSONNEL OR UPON THE AVAILABILITY OF ANY REQUESTED DATES, AUTHORIZED AREAS OR USES UNTIL OECC EXECUTES AND DELIVERS THIS AGREEMENT.

LICENSE USE AGREEMENT – STANDARD TERMS AND CONDITIONS

A. **Set Up; Use of Facility.** At least thirty days prior to the Event (or such shorter period agreed to by OECC), Licensee shall give OECC written notice of any room or hall set-up(s), staging, and Event personnel requirements. Licensee shall conduct business in the Facility in conformity with: (1) OECC “General Rules and Regulations,” a copy of which shall be provided to Licensee upon request; and (2) all federal, state, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the “Laws”), including fire and safety rules; the Americans with Disabilities Act (the “ADA”); environmental and hazardous materials laws; Title VI and Title VII of the Civil Rights Act of 1964, as amended; and intellectual property law and rights of others. OECC shall deliver the Authorized Areas to Licensee in compliance with the ADA and any agreed-upon set up requirements. Otherwise, Licensee accepts the Facility in its condition on the Event commencement date. Licensee shall not make any alterations to the Facility without the prior written consent of OECC. Representatives of OECC may enter the Authorized Areas at any time and on any occasion in a commercially reasonable manner. OECC shall have the right to use or permit the use of any portion of the Facility not granted to Licensee under this Agreement to any person or entity regardless of the nature of the use of such other space. All food and beverage services and concessions are reserved exclusively to OECC and its designees. OECC and its designees shall have the sole right to sell, give away and/or dispense food and beverages (including liquor) in the Facility and the Authorized Areas.

B. **Responsibility for Losses During Event.** Licensee shall be solely liable for all losses that occur at the Facility (whether within or without an Authorized Area) and that are caused to OECC and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by: (1) Licensee’s failure to comply with any and all Laws; (2) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees; (3) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees; and/or (4) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement.

C. **Insurance.** Unless Licensee, at its expense, provides OECC with satisfactory alternate insurance, OECC 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 item that applies to your event.):

KDA 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.




D. **Indemnification.** Licensee shall indemnify, and hold harmless OECC, and their respective officers, directors, agents, and employees from and against any and all losses arising from: (1) the activities of Licensee, its employees, agents and invitees with respect to the Event and this Agreement; (2) Licensee’s obligations under this Agreement; and/or (3) personal or bodily injury to or death of persons or damage to or theft of the property of OECC to the extent caused by the negligent acts, errors and/or omissions or the intentional or willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees. The provisions of this section shall survive termination of this Agreement.

E. **Remedies.** If Licensee cancels the Event, then OECC may retain the License Fee as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages and that such damages could not otherwise be calculated. If there is a dispute concerning this Agreement or if a party seeks to enforce its rights under this Agreement, then the non-prevailing party shall pay all reasonable costs and expenses, including attorneys’ fees, the prevailing party incurs in connection with the dispute or enforcement or in pursuing any remedy provided hereunder or by relevant statutes or other laws.

F. **Restrictions.** Without OECC’s prior written consent, Licensee shall not take, or permit to be taken, any of the following actions: (1) advertise, paint, post, or exhibit signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility; (2) broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement; (3) cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility; and/or (4) block or obstruct any passageway or exit in any manner whatsoever, or, while the Facility is in use, lock, block or bolt any exit door or any exit.

G. **Miscellaneous.** This Agreement shall be governed by the substantive laws of the State of Utah, without giving effect to conflict of laws principles. This Agreement contains the entire agreement of the parties with respect to the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. Licensee may not assign its rights under this Agreement without OECC’s prior written consent. OECC and Licensee shall each be and remain an independent contractor (and not partners) with respect to all rights and obligations arising under this Agreement. Licensee shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the event.

H. **Limitations on Ogden Eccles Conference Center Obligations.** If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of OECC., including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then OECC is hereby released by Licensee from any damage so caused thereby. The OECC is a public owned facility. In the event the legislating body fails to appropriate the funds necessary for the performance under this Agreement, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to OECC of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

LICENSEE	OGDEN ECCLES CONFERENCE CENTER
Signature: <u></u>	Signature: <u></u>
Title: <u>Controller</u>	Title: <u></u>
Date: <u>1/7/2025</u>	Date: <u>1/29/25</u>

POLICIES & PROCEDURES

Specific to Peery's Egyptian Theater

A. GENERAL OPERATING POLICIES:

1. It is the goal of the Peery's Egyptian Theater and staff to provide all clients with the highest quality event possible. Communication is a crucial element to a solid, smooth and professional event. Please convey all information regarding your event needs to the Events Manager or designated representative in a timely manner.
2. The Center's Food & Banquet department provides food service for the Center and Theater. Absolutely no outside food or beverage of any kind is allowed on the premises. This includes dressing rooms, Green Room, theater, lobby, and other support spaces within the theater or conference center.
 - 2.1. Absolutely no food or beverage except water is allowed on the stage and in the rehearsal room without the express written permission of the Theater Operations Manager.
3. Concessions are available upon request with \$300 minimum gross receipts (Events that take place all day will have a \$600 minimum). If the gross receipts of \$300 are not met, the difference between patron purchases and the minimum will be added to client invoice.
4. If the schedule of rehearsal and/or performance is such that performers/participants are not able to leave the premises for meals, client will be required to arrange meal concessions through the Food & Banquet department with all standard minimum gross receipts applying.
5. Parking for Peery's Egyptian Theater is supplied by AMPCO Parking garage, located directly behind the Center and accessed via Kiesel Avenue. The Theater and Center does not own or operate the parking garage, and AMPCO charges a parking fee to all users of its parking areas at the prevailing rate (Typically at \$5). The lower most level of the parking garage is an "Honor Lot" for approximately 100 cars with accompanying honor boxes in which patrons should place appropriate parking fees. For parking needs beyond 100 persons, please contact the Theater Operations Manager to discuss options. Additional parking is available at the Junction at 24th and Grant (currently free of charge) and on surface streets, restrictions may apply.
6. Due to the historic and restored nature of the theater, some events may be required to post a damage/security deposit and/or cleaning fee in addition to the rental charge and direct costs. This will be determined by the Theater Operations Manager and Director of Sales and Marketing in advance. Said deposit will be returned upon completion of the event and cleaning/inspection of the theater and support areas.
7. Box office services are available upon request. If using alternative ticketing, there will be a \$1000 ticket buyout fee charged to the client. Peery's Egyptian Theater applies service charges to all tickets sold via online or the box office. Service charges are payable by the patron(s) and includes processing fees and sales tax when applicable. These service charges are in addition to the advertised price of the ticket.

B. SECURITY AND SAFETY:

1. Client is responsible for the adequate control and supervision of his/her organization, group, society, or assemblage of persons using theater and related areas.
2. For the safety of all, the Theater will be secured at all times. Presence of theater staff is required for the stage and seating space to be open to client and performers.
3. Occupancy overloads for the theater, stage areas, and supporting areas are not permitted under any circumstances.
4. No audience members are allowed on stage, backstage, in dressing rooms, rehearsal room, or other support areas, unless given authorization by the Theater Operations Manager.
5. At no time, except as required by the nature of the performance, will sandals, open-toed shoes, slippers, flip-flops, similar foot wear or bare feet be allowed on stage. Performers moving between stage and support areas must wear appropriate foot wear at all times.
6. Children under the age of 18 involved in the event must have adequate adult supervision at all times. Said supervision is the responsibility of the client. The ratio for supervision is 1 adult for every 20 children. Children left unattended by supervisors will be given a verbal warning, if misconduct still pursues children and parents may be asked to leave the venue.
7. For the safety of performers and patrons, and the protection of the facility and equipment, the theater reserves the right to remove any persons affiliated with the event whose conduct and/or procedures may be considered hazardous to the safety of any person(s) or damage to equipment. In the case of a dispute, appeal may be made to the General Manager.
8. All employees, clients, client's representatives, and individuals shall be required to conform to and abide by all rules and regulations in this document, the Policies and Procedures of the Ogden Eccles Conference Center/Peery's Egyptian Theater, ordinances of the City of Ogden, and laws of the State and Federal governments.
9. At no time and under no circumstances may exit passage and areas related to the stage be obstructed.
10. Clients are not to impede with the doors or locks to keep them from locking under any circumstances. Including things such as taping door latches, push bar or inserting cardboard or paper between door and lock plate. Any changes that need to be made to this must be approved by Theater Operations Manager

C. FIRE SAFETY:

1. No scenery pieces or large props may obstruct the downstage fire curtain line. These pieces may be in front of behind, but never directly in direct line.
2. All curtains, drops, etc. must be treated with fire retardant, and proof of certification must be provided to the Theatre Operations Manager prior to load-in.
3. All pyrotechnics or open flame on stage must be approved by Fire Marshall in writing and require a "fire watch" – stage personnel standing by with fire extinguishers during the entire length of the pyrotechnic or open flame stunt/portion of the performance.
 - 3.1 Pyrotechnics and open flame on stage must be approved by fire Marshall, but also Theatre Operations Manager before day of event.
4. No signs, stanchions or chairs will be permitted in the outer lobby due to fire code.

D. STAGING AND EQUIPMENT:

1. All equipment and/or services, usage of the theater and support areas, box office services, etc., must be provided to the Theater Operations Manager no later than 48 hours prior to the first occupancy of the Theater. Equipment and/or services requested within said 48 hour period prior are at the discretion of the Theater Operations Manager and may be subject to an increased cost not more than double the original rate of said equipment or services including any rental fees. Said equipment and/or services may not be available due to scheduling conflicts or prior usage commitments.
2. All rigging of scenery, flats, signs, drops, banners, etc., must be pre-approved by the Theater Operations Manager prior to the load-in of the event. All backdrops, flown scenery, large props, etc. that are to be used during events are to be delivered to the theater twenty-four (24) hours prior to the first rehearsal unless prior arrangements have been made with the Theater Operations Manager. The safety of all flown scenery must adhere to the strictest safety measures, must be through-bolted, and approved by the either the Theater Operations Manager or the Theater Technical Lead.