

THE DUMKE ARTS PLAZA
2501 Ogden Ave., Ogden, UT 84401



RESERVATION AGREEMENT

This short term lease agreement made and entered into this ____ day of _____, 20__ by and between Ogden City Corporation, AS LESSOR, hereinafter called "CITY", and _____, Hereinafter called 'LESSEE', to lease the OGDEN AMPHITHEATER AND DUMKE ARTS PLAZA which is owned by the City, solely on the dated indicated and solely for the specific purpose specified. The specific purpose is: _____. To be considered a scheduled event, and approved lease agreement and Special Event application must be on file with Ogden City Corporation. Ogden City reserves the right to deny approval of special events that do not comply with Ogden City ordinances and/or policies.

Cleaning Deposit

The LESSEE agrees to clean up inside the Dumke Arts Plaza and the park and parking areas. The LESSEE agrees to clean the Dumke Arts Plaza grounds free of all papers, cans, glass, metal or any other substance brought in by or accumulated due to the event. If the premises are left in a clean and satisfactory manner, \$200 of the cleaning deposit will be refunded to the LESSEE after the event, subject to inspection and approval by the Venue Coordinator. CITY may assess additional charges if the cleaning deposit does not cover all expenses.

Insurance

Use of Ogden City Amphitheater and Dumke Arts Plaza requires the LESSEE to maintain for the duration of the lease, insurance against claims for injuries to person or damage to property that may arise from or in connection with lease agreements by LESSEE its agents, representatives, employees or subcontractors. LESSEE shall provide insurance not less than \$4,000,000 combined single limits per occurrence for bodily injury, personal injury and property damage. Limits of liability amount must meet City requirements before the lease agreement is approved. Insurance policy shall be written by a company licensed to do business in the state of Utah and acceptable to the City. Certificates of insurance together with appropriate endorsement shall be furnished to the city prior to the commencement of the agreement. The endorsement must also state that insurer shall provide 20-days written notice to additional insured for any changes to the policy, attn.: Ogden City Risk Manager, 2549 Washington Blvd. Suite 820, Ogden UT 84401. The City shall be furnished with original certificates of insurance and endorsements. LESSEE insurance shall be primary insurance and City insurance shall not contribute to it. LESSEE shall include all subcontractors and insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. LESSEE may be required to increase the liability insurance amount and secure additional insurance depending upon the type and size of the event.

Indemnification and Waiver of Claims by Lessee of Lessor

LESSEE agrees to defend, pay on behalf of, indemnify, and hold harmless Ogden City, its elected and appointed officials, employees, and volunteers and others working on behalf of Ogden City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Ogden City, its elected and appointed officials, employees, volunteers or others working on behalf of Ogden City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this lease agreement. LESSEE shall also indemnify the City and hold the City harmless from debts arising out of other contracts entered into by LESSEE, or from any liens or encumbrances.

Non-Assignability

This lease agreement is not assignable by the LESSEE either in whole or in part, nor shall the LESSEE sublet the leased premises or any part thereof without written permission of the CITY.

Notices

All notices herein required to be given or which may be given by either party to the other, shall be deliverable, in writing, to the following address:

City: Ogden City Arts, Culture & Events – 2501 Wall Ave. Ogden UT 84401

Cancellation Policy

This lease may be canceled by either party by providing written notice no later than seven (7) working days prior to commencement of the lease. LESSEE agrees to pay the CITY for and all costs incurred prior to a seven (7) day written cancellation of this rental agreement together with a fifty-dollar (\$50) cancellation fee. If the cancellation notice is less than seven (7) days, a 50% refund of total fees will be given.

Reservation Fees

LESSEE agrees to pay the following reservation fees and cleaning deposit for the lease and use of The Dumke Arts Plaza. Please see Fee Schedule to calculate reservation fees due (separate document, available upon request). These fees are estimations of the actual expenses based on current rates and past experience, and are subject to increase. In the event the fees are not adequate to pay the actual costs, LESSEE shall forthwith, upon billing, pay the CITY said excess amount within then (10) days from date of billing.

Rules and Regulations

LESSEE agrees to abide by all The Dumke Arts Plaza RENTAL POLICIES, VENDOR RULES, and THE DUMKE ARTS PLAZA RULES, Ogden City and Weber County Ordinances, and State and Federal law.

Necessary Legal Action

In the event the LESSEE breaches the agreement and legal action becomes necessary to enforce the terms hereof, LESSEE agrees to pay all court costs and a reasonable attorneys fee. Failure to conform to the terms of this agreement, or other just cause may result in the CITY terminating this agreement at any time prior to the commencement of the lease.

LESSOR:

Ogden City, a Municipal Corporation

BY: _____

Ashley Bockwoldt, ACE Operations Manager

LESSEE:

BY: _____

ITS: _____