

BACKGROUND INFORMATION

The Ogden Amphitheater is owned and maintained by Ogden City Corporation. Management of the facility is through the Arts, Culture and Events Division of the Community and Economic Development Department.

Amphitheater Coordinator

Derek Williamson

Office: Union Station, 2501 Wall Ave, Ogden UT 84401

Email (preferred): Amphitheater@ogdencity.com

Phone: (801) 629-8307

Office hours: By appointment only.

Audience Area / Vendor or Exhibitor space:

The Ogden Amphitheater is an outdoor venue with a 3,000 Sq. Ft front of stage area that has 273 fixed seats and space for ADA seating. -19,700 Sq. Ft of sloped grass area suitable for standing or festival seating. – 7,460 Sq. Ft. of cement/paver surface suitable for standing, festival seating or portable bleachers - 9,000 sq. Ft. of cement/paver surface wraps the North perimeter (covered arbor) suitable for standing or accommodating vendors or exhibitors (110 power when available but not guaranteed). The North entrance paver area is 9,300 sq. Ft. suitable for sponsor exhibits, welcome receptions, or other gathering needs. Seated capacity approx. 300 / Standing Only capacity approx. 6500.

General admission access to the facility is from 25th street and from the Municipal Building parking lot. Access to the back stage area can be gained through the rear of the facility from the Municipal Building parking lot on 26th Street.

Stage:

Stage dimensions are approximately 35' wide x 30' deep. The front portion (down stage) of the stage is a concrete floor and is approximately 35' wide and 15' deep. The rear portion of the stage (up stage) is a composite wood floor approximately 35' wide and 15' deep. A roll-up door that is 38' wide and 20' tall separates the front and back portions of the stage, creating the proscenium.

Backstage:

The backstage area consists of staging areas and two dressing rooms each with private restroom. Access to the backstage area may be gained through a man door and an 8' wide roll up door located through the loading area.

Equipment, Lighting, Sound and Projection:

The Amphitheater has a lighting and a sound system suitable for most community shows, outside agencies can be utilized to bring in additional equipment when necessary--at the cost of the renter. Each show is unique and will be assessed individually to determine equipment requirements, necessary staff time, and charges.

Public Restrooms:

There are a total of 20 permanent toilets available at the Amphitheater, 4 of these are ADA accessible, located between on either side of the Amphitheater stage. Additional portable restrooms are necessary for large shows, with special attention to ADA needs.

RENTAL POLICIES AND PROCEDURE

1. The Ogden Amphitheater is available for rent by organizations wishing to hold private or public functions.
2. All public events at the Ogden Amphitheater requires a Special Event Permit. Private events do not.
3. Use of the amphitheater for public events requires the lessee to provide a minimum of \$4,000,000 of liability insurance naming Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents as additional insured. Depending on the type and size of the function, this amount may be decreased.
4. A deposit of \$250 will be required to consider the facility reserved. All remaining fees and deposits must be paid a minimum of 14 days prior to the rental date.
5. Events that charge admission or have vendors selling food or wares require an Ogden City business license of (\$83.00). Each vendor must obtain a single-day special event business license (\$5.00).
6. All decorations, fixtures, equipment and/or supplies will be removed from the facility immediately after the function is over. Lessee is responsible for any remaining items. See also pg. 4 for Rental Rules and Regulations.
7. Vendors are allowed to sell or provide service at events but must meet all vendor rules. See also pg. 6 for Vendor Rules document.
8. All City, County, State and Federal laws and ordinances will be enforced.
9. Ogden City will have the authority to disperse any group for failure to comply with listed policies and/or laws governing the use of the facility.
10. No alcohol will be allowed during functions open to the public unless state and local permits have been obtained. Alcohol Permit Requirements:
 - Functions not open to the public (limited attendance to specifically designated guests) where there is no charge for alcohol: Utah DABS Permit NOT REQUIRED; Ogden City License NOT REQUIRED
 - Functions open to the public serving 3.2 beer only: Utah DABS Temporary Special Event Beer Permit REQUIRED; Ogden City Class E Single Event Beer License REQUIRED
 - Functions open to the public serving heavy beer, wine or liquor: Utah DABS Single Event Permit REQUIRED; Ogden City Class E Single Event Beer License REQUIRED

For more information:

http://abc.utah.gov/events/permit_events.html &
http://www.sterlingcodifiers.com/codebook/index.php?book_id=515§ion_id=755706

11. All alcohol consumption by patrons is to be confined inside the walls & fence of the amphitheater. No alcohol may be brought into the facility by patrons of an event. No "brown bagging". No alcohol will be allowed in public

restrooms. No alcohol shall be consumed, bought, or sold on the rest of the Municipal Block. With approval and appropriate licensing alcohol may be sold at a temporary or portable bar inside the walls & fence of the Amphitheater.

12. Except for service dogs, no animals are allowed in the facility.
13. No bicycles, roller skates, in-line skates, skateboards, scooters, or any other human propelled transportation devices (excluding wheelchairs) are allowed within the facility.
14. Excluding motorized wheelchairs, no vehicles are allowed within the amphitheater perimeter unless special permission is obtained in advance from Ogden City. Driving is never permitted on the grass. The load in/out schedule for vendors and organizers is at the discretion of the lessee.
15. State law prohibits smoking in any area of the amphitheater.
16. Some functions will require security personnel. The number of personnel and times required are at the discretion of Ogden City. Any private security used must be licensed, bonded, and approved by Ogden City 7 days prior to the event.
17. Safety regulations require all gates to remain unlocked during any event to allow for emergency exit. If your event is a ticketed event and you plan to restrict people from entering through certain gates, you must provide security personnel at those gates. Security personnel can restrict people from entering but allow people to exit.
18. All Rental conditions are general in nature and, based upon City review, additional requirements may be imposed.
19. Event will be required to be over by 10:00 p.m. and will follow all city noise ordinances and regulations. Exceptions can be made with prior written consent from Ogden City.
20. In the event there is damage to the facility or staff time is required to return the facility to an acceptable level of cleanliness, these charges will be deducted from the security/cleaning deposit. This process may require holding all or a portion of the deposits up to 30 days. If the cost of damages and/or cleaning exceeds the deposits paid, the renter is financially responsible for those costs.
21. If all rental requirements are met and the facility is left clean and undamaged, all but \$50 of the security/cleaning deposits will be returned by check after the event.

RENTAL RULES AND REGULATIONS

1. The following decorations are strongly discouraged at The Ogden Amphitheater:
 - Paper confetti (static and cannons)
 - Glitter (of any kind)
 - Giveaways that create waste
 - Stickers or temporary tattoos
 - Candy with discarded wrappers
 - Popsicles or Otterpops
 - Etc.
 - Burning objects (including candles)
 - Rice and bird seed throw
 - Streamers or poppers
 - Bubbles and flower petals may be used outside of the building only.
 - Helium balloons (mylar or latex)
 - Helium balloons are not permitted to be released
 - Water balloons
2. The following decorations are specifically prohibited at The Ogden Amphitheater:
 - Sidewalk chalk
 - Mylar confetti
 - Spray paint
 - Liquid paint
3. All decorations and equipment must be delivered and set up on the same day as the event, and removed at the conclusion of the event unless other arrangements are approved by the Amphitheater Coordinator. The Ogden Amphitheater reserves the right to bill the sponsoring party for removal of any left items. Please inform your vendors that all pickups and deliveries of goods must be coordinated on the same day as event.
4. Lessee is responsible for cost and arrangement for renting equipment needed for event. The Ogden Amphitheater has a limited amount of additional tables and chairs for rent/use with permission from the Amphitheater Coordinator.
5. No furniture or decorative objects belonging to and positioned inside The Ogden Amphitheater may be moved from their respective positions without the permission of the Amphitheater Staff. Rental tables and chairs excluded.
6. Bike Rack Fencing may be used at no additional charge to lessee if available on-site. Lessee coordinates placement for the event and must return the bike rack fencing to an organized state before end of rental.
7. Nothing may be nailed, tacked, hung, stapled or affixed in any way to the facility, inside or out, except in designated spots. No staking into the ground is permitted.
8. Only BLUE PAINTER'S TAPE will be permitted for hanging signs on painted surfaces (including the inside walls, Pergola, fixed seating, and black fencing at entrance/exits).

9. All vendors that use canopies are **REQUIRED TO WEIGHT EVERY LEG** of your canopy. This is very important for the safety of our guests! Water/Sand fillable containers, sandbags, canopy weights can be used. Weights must be **25lbs each** and clearly marked to avoid tripping hazard.
10. Canopies **cannot** be 'tied' to poles or fencing.
 - No staking into the ground is permitted.
 - No weights will be provided.
 - Canopies without weights will be required to be taken down.
11. Lessee is responsible for picking up all rubbish and decorations at completion of event. Lessee is responsible for all trash/rubbish created by vendors and shall arrange for cleanup and disposal (this includes cups, napkins, plates, forks, etc.). Please make sure that all trash and small rubbish is swept up and disposed of properly. Please make sure all large boxes are broken down and placed in dumpster. Event Staff will help move green cans to Grant Ave. for tipping/removal.
12. Reserved parking may be requested as part of the rental (located in the parking lot near loading for Amphitheater). Please contact your coordinator a minimum of 2 weeks prior to your event to arrange for reserved parking. You will need to provide "no parking" signs 24 hours before towing begins. If Ogden City barricades are used, they need to be returned for storage at the end of your event.
13. Power and Electricity is not guaranteed in all part of the Amphitheater Grounds. The outdoor power plugs are unpredictable due to misuse and weather conditions. Request for access should be communicated before event. Many circuits are 10amps. Please bring 100ft. heavy duty extension cords and/or generators for back up. Please be patient with facility staff and volunteers.
14. See also Vendor Rules and Regulations.
15. The Lessee can determine rules for guests for each event. Frequently asked questions include:
 - What time do the gates open/event start?
 - What time does the headliner start?
 - Are pets permitted?
 - Will food/drink be available inside?
 - Can I bring my own food/drink? (be sure to make acceptations for food allergies, etc.)
 - Are chairs/blankets allowed?
 - Will there be gate security? Include information about bag search and wanding.
 - Where do I sign up as a vendor?
16. Some other FAQs for Ticket Events:
 - Where do I buy tickets?
 - What does my ticket include?
 - Are there ADA tickets available? Be sure to include 20 ADA platform tickets.
 - What age requires a ticket?
 - Are tickets available at the door?

VENDOR RULES

Event: _____

Organizer: _____

Date: _____

CHECK IN WITH THE VENDOR COORDINATOR WHEN YOU ARRIVE FOR EVERY SHOW.

Vendor Coordination Contact:

Vendor Load In:

- Vendors can load in from the north (front gates) or the east (west gates) when available. Details to be confirmed in Rental Agreement for the Amphitheater.
- Load in/out: Use trucks and trailers to load in your vendor space. Note navigation challenges with other vendors and facility assets (bleachers, canopies, etc.)
- Driving on the grass will NOT be permitted.
- Please bring your own ladder and zip ties if you have any signage that needs to be hung at your vendor space or from the pergola. All teardrop flags (and similar items) need to be weighted with 25lbs.
- Vendors are not allowed to use tape of any kind on the pavers or the poles without expressed permission from venue staff. Only Blue Painter's tape may be used.
- All items must be removed at close of event. Failure to do so may lead to a cleaning fee.

Canopy Use

- All vendors that use canopies are **REQUIRED TO WEIGHT EVERY LEG** of your canopy. This is very important for the safety of our guests! Water/Sand fillable containers, sandbags, [canopy weights](#) can be used. Weights must be **25lbs each** and clearly marked to not be a tripping hazard. Canopies cannot be 'tied' to poles or fencing, they must be individually weighted. No weights will be provided. Canopies without weights will be required to be taken down. All teardrop flags (and similar items) need to be weighted with 25lbs.
- Excessive winds measuring 35MPH will require canopies to be removed. See Ogden City Weather Policy.

Food Vendors

- **Must bring thick tarps or plywood to place under equipment that drips grease** or other substances that can harm or stain our brick pavers. You are responsible for any cleanup/damages. If damages occur, your organization will be invoiced for all fees required to replace or repair.
- Prepared Food vendors are responsible to obtain a Temporary Food Service Permit from Weber Morgan Health Department

Water Access

- Potable water is available from a spigot located on the water fountains found on both the east and west side of the amphitheater. No buckets or jugs will be provided.

Power and Electricity

- If you require power your group should plan to bring it; The outdoor power plugs are unpredictable. Many circuits are 10amps. Please bring 100ft. heavy duty extension cords and/or generators for back up. Please be patient with facility staff and volunteers.

Additional Information

Absolutely **NO ALCOHOL** can be brought into the venue. **NONNEGOTIABLE**. This could result in Ogden Amphitheater and all events losing all DABS privileges and permits. Violators will be reported to DABS and may be asked to leave.

Please make sure **you or your staff communicates with us if** you hope to leave anything overnight on the back-to-back events. We will expect all vendors to move out of the Amphitheater on single day shows. Note: Ogden City is not responsible for damaged or loss of property. No overnight security will be provided by Ogden Amphitheater.

Please be respectful of Amphitheater staff and other vendors around you, clean up your vendor space in a timely manner so everyone can get out of the venue at a reasonable time.

Ogden City does not provide canopies, weights, tables, or chairs for vendors, unless arranged by lessee.

Farmers Market Ogden will be on 25th street with road closures starting at 5am on Saturday Mornings.

Note: Rules and information is subject to update at any time. New acknowledgement will be required.

Vendor Acknowledgement

I certify that I have reviewed the _____ Vendor Rules. I understand and agree to all Ogden Amphitheater Vendor. I further acknowledge that the Ogden Arts, Culture, and Events team has the authority to revoke or restrict vendor participation for unsafe or non-compliant conditions for this and future events.

Name _____ Title _____

Name of Business_____

Authorized Signature (18 & Over) _____ Date _____

RESERVATION & RENTAL AGREEMENT

Ogden City Arts, Culture and Events Division
Union Station, 2501 Wall Ave, Ogden UT 84401.

Short Term Rental 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 PLAZA FOR THE ARTS, 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 amphitheater and the park and parking areas. The LESSEE agrees to clean the amphitheater grounds free of all papers, cans glass metal or any other substance brought in by or accumulated due to the event. If the amphitheater premises are left in a clean and satisfactory manner, 200.00 of the cleaning deposit will be refunded to the LESSEE after the event, subject to inspection and approval by the Amphitheater Coordinator. CITY may assess additional charges if the cleaning deposit does not cover all expenses.

Insurance

Use of Ogden City Amphitheater and Plaza for the Arts 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 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 – 2549 Washington Blvd. Ste. 914 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 (\$50.00) cancellation fee. If the cancellation notice is less than seven (7) days, a 50% refund of total fees will be given.

Rental Fees

LESSEE agrees to pay the following rental fees and cleaning deposit for the lease and use of The Ogden Amphitheater. Please see Fee Schedule to calculate rental 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 Amphitheater RENTAL POLICIES, VENDOR RULES, and AMPHITHEATER RULES, Ogden City and Weber County Ordinances, and State and Federal law.

Necessary Legal Action

In the event the LESSEE breeches 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: _____