

THE DUMKE ARTS PLAZA
445 25th St. Ogden, UT 84401



GENERAL INFORMATION

The Dumke Arts Plaza is owned and maintained by Ogden City Corporation. Management of the facility is through the Cultural Services of the Community and Economic Development Department.

Located within the Nine Rails Creative District, The Dumke Arts Plaza (The Plaza) is an arts-focused community space, a dynamic outdoor gallery, and an intimate performance venue, designed to inspire creativity, elevate diverse perspectives, and anchor Ogden as a hub for contemporary art.

Venue Coordinator

Derek Williamson

Phone: (801) 629-8310

Office: By appointment only.

Union Station, 2501 Wall Ave., Ogden UT 84401

Email (preferred): DumkeartsPlaza@ogdencity.com

Permanent Equipment on Site

Sound System including audio speakers.

Lighting System.

Public Restrooms

There are no toilets available at the Dumke Arts Plaza.



Audience Area / or Exhibitor space

The Dumke Arts Plaza is an outdoor arts gallery with a 3,150 sf. Lower Plaza Area, a 1350 sf Upper Plinth (raised platform) Area and a 975 sf. Folded Planes (raised garden area). The Lower Plaza Area and the Upper Plinth have concrete surfaces. The Folded Planes surface is an aggregate gravel surface. Total square footage is 5475. Total occupancy (1 person per 6 sf.) 912

Other Amenities

Ogden Avenue is designed to serve as an extension of the Dumke Arts Plaza. With an approved Special Event Permit, the street can be closed to provide additional programmable space, including areas for tents and food trucks. Total square footage of the programable area of Ogden Ave. is 3,700 sf.

Access

Access to the Dumke Arts Plaza can be found off 25th Street and Ogden Ave. Parking is available in the surrounding neighborhoods—look for appropriate signage as not all spaces are free or open to the public.

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DUMKE ARTS PLAZA - RENTAL FEE SCHEDULE

Name of Event: _____		Date: _____	
Set up: _____	Event starts at: _____	Event ends at: _____	
Out by: _____	Total Hrs: _____	Estimated Attendance: _____	
Name: (Contact Person) _____			
Name of Group / Organization: _____			
Address: _____		Phone: _____	
Email: _____		alt Phone: _____	
Is your organization a local non-profit?	<input type="checkbox"/>	*if yes please provide documented proof	
Will you be charging admission?	<input type="checkbox"/>	if yes regular rates apply & business license required	
Will food be served?	<input type="checkbox"/>	if yes and open to the public contact Weber Morgan Health Department	
Will alcohol be served?	<input type="checkbox"/>	if yes and open to the public contact Utah Dept. of Alcoholic Beverage Control	
Will goods be sold?	<input type="checkbox"/>	if yes Ogden City Business Licensing, & Utah State Tax Commission	

Facility & Facility Staff				
	Per Day	Per Hour	Notes	TOTAL
Use of LED Screen	\$250	Per Day		
Event staff supervisor (required)	\$200	\$25	4 hr min.	
Event Staff (support)		\$25	total hrs.	
Sound AV Tech 1		\$50	4 hr min.	
Lighting AV Tech 1		\$50	4 hr min.	
Technical labor 1		\$25	4 hr min.	
Technical labor 2		\$25	4 hr min.	
Other tech needs				

Please note that Ogden City does not cover the cost of rentals, including backline.

Other				
Payments can be made on the second floor of the Municipal Building (next to Amphitheater) at the Cashiers desk or by calling the cashier on duty (801) 629-8764.				
Alcohol	Ogden City Local Consent	DABC Permit Applications		
City business license	\$83 + \$5 per vendor, paid on the 2nd floor			
Extra garbage cans (1 per 100)	\$10 ea.	(includes tipping fees)		
Cleaning deposit	\$250	\$200 refundable		\$250
Total estimated fees				\$250.00

FOR OFFICE USE ONLY				
		Date	Amount	Received
	Deposit			
	1st payment			
	2nd Payment			
	3rd Payment			
Paid in Full				

Deposit Return			
Amount	RFC Number	Date	Initials



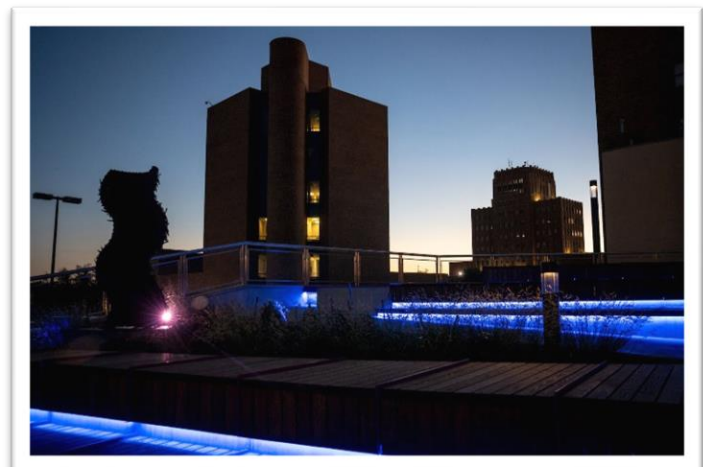
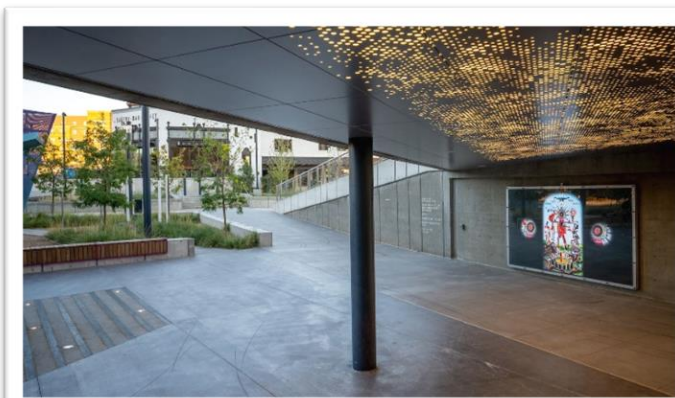
RESERVATION POLICIES AND PROCEDURES

1. The Dumke Arts Plaza cannot be closed, but reserved areas can be used for private or ticketed events, upon approval. For example, event hosts can accept tickets, donations, and establish priority viewing or seating areas for donors, provided those areas do not interfere with other visitors' ability to experience the Plaza.
2. Casual Use of Arts Plaza: small-scale spontaneous arts and community engagement programming that does not require a special event permit is allowed at the Dumke Arts Plaza provided the reservation, or programming does not interfere with other visitors' ability to experience the Plaza. Examples of such programming include busking, poetry readings, and individual plein air painting.
3. Special Event Permit: Use of the Dumke Arts Plaza for large public events requires the sponsoring organization to provide a minimum of \$3,000,000 general aggregate and \$1,000,000 each occurrence in liability insurance naming Ogden City Corporation, it's elected and appointed officials, employees, volunteers, and agents as additional insured. Depending on the type and size of the function, this amount may be increased.
4. A deposit of \$250.00 of the total rental amount will be required to consider the Plaza reserved. If all rental requirements are met and the Plaza is left clean and undamaged, up to \$200 of the security/cleaning deposits will be returned by check after the event.
5. All fees and security/cleaning deposits must be paid a minimum of 14 days prior to the rental date.
6. In the event there is damage to the Plaza or staff time is required to return the Plaza 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 for up to 30 days. If the cost of damages and/or cleaning exceeds the deposits paid, the renter is financially responsible for those costs.
7. With a Special Event Permit, vendors are allowed to sell or provide service at events but must meet all vendor rules. Events that include food must meet all Weber/Morgan Health District requirements. Food Vendors are not allowed to prepare food in the Dumke Arts Plaza. See also pg. 7 for Vendor Rules document. Ogden City business license of \$83.00 will be required if monies are exchanged, or if vendors are selling food or wares. Each vendor must obtain a single-day special event business license (\$5.00).
8. Programming that requires supportive infrastructure that could obscure or damage the Plaza or semi-permanent art installations (e.g., plywood booths, canopy tents) is not permitted at the Plaza, with limited exceptions.
9. Programming that requires installation is subject to specific installation standards to ensure the safety of Plaza visitors. Installation standards available upon request.
10. Programming must include signage that clearly identifies the programming and its presenter, to distinguish it from the WSU installations at the Plaza. The Management Group will provide guidance on the size and type of signage, along with a style guide for the Plaza.
11. All City, County, State, and Federal laws and ordinances will be enforced.

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12. Ogden City staff may monitor events and immediately terminate use of plaza if safety or compliance issues arise.
13. No riding of human propelled transportation devices such as bicycles, roller skates, in-line skates, skate boards, and scooters (excluding wheelchairs).
14. State law prohibits smoking or electronic cigarettes in any area of the Dumke Arts Plaza.
15. All rental conditions are general in nature and, based upon City review, additional requirements may be imposed.
16. Events at the Plaza are required to end by 10:00 p.m. (Clean up and take down to follow) and will follow all city noise ordinances and regulations.





RESERVATION RULES AND REGULATIONS

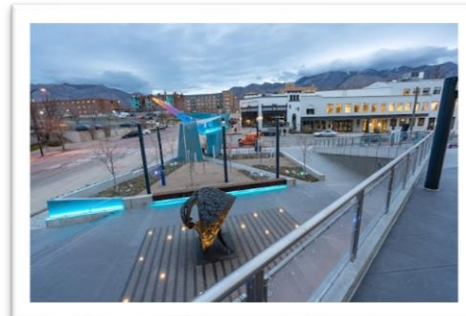
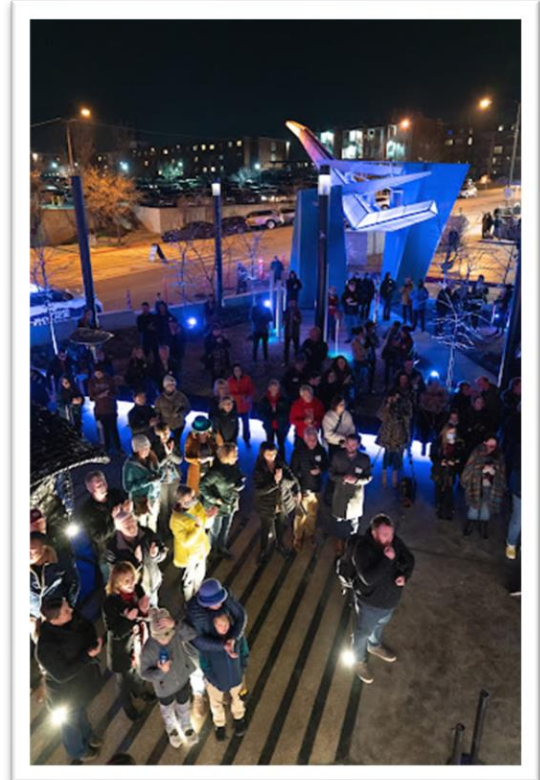
1. The following decorations are specifically discouraged at The Dumke Arts Plaza:
 - Paper confetti (static and cannons)
 - Glitter (of any kind)
 - Giveaways that create waste. Examples include, but are not limited to:
 - Stickers or temporary tattoos
 - Candy with discarded wrappers
 - Popsicles or Otterpops
 - Burning objects (including candles)
 - Helium balloons (mylar or latex)
 - Rice and bird seed throw
 - Streamers or poppers
2. The following decorations are PROHIBITED at The Dumke Arts Plaza:
 - Water balloons
 - Mylar confetti
 - Spray paint
 - Liquid paint
 - Release of helium balloons
 - Additional restrictions may be added
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 Venue Coordinator. The Dumke Arts Plaza reserves the right to bill the sponsoring party for removal of any left items and does not claim responsibility for items left behind. Please inform your vendors that all pickups and deliveries of goods must be coordinated on the same day as the event.
4. Lessee is responsible for cost and arrangement for renting equipment needed for the event. The Dumke Arts Plaza has a limited number of additional tables and chairs for rent/use with permission from the Venue Coordinator.
5. No furniture or decorative objects belonging to and positioned inside The Dumke Arts Plaza may be moved from their respective positions without the permission of the venue staff. Rentable tables and chairs excluded.
6. 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.
7. Only BLUE PAINTER'S TAPE will be permitted for hanging signs on surfaces (including the inside walls, Light/misting poles, benches, and railing).
8. Use of canopies will require a Special Event Permit. 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.
 - Canopies cannot be 'tied' to poles or fencing.
 - No staking into the ground is permitted.
 - No weights will be provided.

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- Canopies without weights will be required to be taken down.
 - Canopies cannot obstruct access to the installation artwork.
 - Canopies must have protective coverings under their feet and weights to prevent damage to the surface beneath them.
9. Extra green garbage cans be requested as part of the Special Event process. Event Staff will help move green cans to appropriate location for tipping/removal.
10. Lessee is responsible for picking up all trash and decorations at completion of event.
11. Power and electricity is not guaranteed in all parts of The Dumke Arts Plaza. 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.
12. The Lessee can determine rules for guests for each event. Frequently asked questions include:
- What time does the event start?
 - What time does the headliner start?
 - Are pets permitted?
 - Will food/drink be available?
 - Can I bring my own food/drink? (consider exemptions for food allergies, etc.)
 - Are chairs/blankets allowed?
 - Where do I sign up as a vendor?
 - Information about tickets, if applicable.

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VENDOR RULES

Event: _____

Organizer: _____

Date: _____

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

Vendor Coordination contact:

Vendor Load In:

- Vendors must use local street parking.
- Load in/out: Use trucks and trailers to load in your vendor space. Note navigation challenges with other vendors and facility assets (road closures, canopies, etc)
- Driving on the Plaza grounds will NOT be permitted.
- All teardrop flags (and similar items) need to be weighted with 25lbs.
- Blue painter's tape is allowed to display signage, but must be removed.
- All items must be removed at close of event. Failure to do so may lead to a cleaning fee.

Canopy Use: with Special Event Permit ONLY

- 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 25lbs.
- Excessive winds measuring 35MPH will require canopies to be removed. See Ogden City Weather Policy.
- Canopies must have protective coverings under their feet and weights to prevent damage to the surface beneath them.

Food Vendors

- **Must bring thick tarps or plywood to place under equipment that drips grease** or other substances that can harm or stain the pavement. Each vendor is responsible for any cleanup/damages. If damage occurs, your organization may 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.

Power and Electricity

- If you require power, each vendor 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. **THIS IS NONNEGOTIABLE.** Violators will be reported to DABS and may be asked to leave.



We expect all vendors to move out of The Dumke Arts Plaza on single day shows. Note: Ogden City is not responsible for damage or loss of property.

Please be respectful of The Dumke Arts Plaza staff and other vendors around you, clean up your vendor space in a timely manner so everyone can exit the venue at a reasonable time.

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

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 The Dumke Arts Plaza 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 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 \$3,000,000 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.

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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.

Choice of Law

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

LESSOR:

Ogden City, a Municipal Corporation

BY: _____
Ashley Bockwoldt, ACE Operations Manager

LESSEE:

BY: _____

ITS: _____