

SAMPLE

UNIVERSITY OF UTAH FACILITIES USE AGREEMENT (Theatre Rental Contract)

This Single Event Facilities Use Agreement “**Agreement**” is entered into and effective as of the date of signing by and between the University of Utah, a body politic and corporate of the State of Utah, on behalf of its Marriott Center for Dance “**University**”, and

(Print name) _____
 (“**Renter**”)

for the purpose of renting certain portions of the **Hayes Christensen Theatre** located upon the University of Utah campus (the “**Premises**”) to Renter upon the terms set forth herein.

Rental reservations will be held for a period of 10 working days after which if the signed contract and deposit are not received the desired dates may be released to another renter.

1. SUMMARY OF RENT PROVISIONS.

A. University Information

Address: Marriott Center for Dance
330 S. 1500 E., Rm. 106
Salt Lake City, UT 84112-0280
Telephone: 801/585-5527
Fax: 801/581-5442
Contact Person: Glenda Staples, Administrative Officer

B. Renter Information

Contact Person: _____
Email: _____
Address: _____
Telephone: _____
Fax: _____

Number of Participants _____ Number of Minors _____ Ages of Minors _____

Authorized Adults who will be supervising minors _____ *See item #12

C. Description of the Building: The Marriott Center for Dance.

D. **Description of Premises:** See Exhibit A attached hereto.

E. **Event Date(s) and Time(s)**

Date: _____ Time: _____ Date: _____ Time: _____
Date: _____ Time: _____ Date: _____ Time: _____

F. **Estimated attendance** _____.

Seating capacity of Hayes Christensen Theatre is 330. Renter agrees to limit its audience to 330 in compliance with the Fire Marshal's regulations.

G. **A \$150 Administration/Clerical fee will be due at the time of the first consultation on the rental regardless of whether the renter decides to rent the facility or not. The fee covers: paperwork; contracts; scheduling, meetings, tours, phone calls, payroll, setting up tables, chairs, tables, collection, etc.**

H. **Production Staff to be provided by University** (see Exhibit B and Rental Information Sheet.)

I. **Available Parking:**

Visitor Parking (pay lot – additional cost will be incurred) east of the building (park here for handicap access.) See Commuter Services for rates: <http://commuterservices.utah.edu/index.php>

J. **Other Provisions:**

K. **Base Rent and Service Fees.**

Fifty percent of the total theatre rental amount (including rehearsals) shall be due, in advance, upon signing of the contract as a rental deposit (the "**Rental Deposit**"). Base Rent and Service Fees do not include fees for cleaning services, production staff or miscellaneous fees, or payment for any damage that may occur to the Premises or other property of University caused as a result of this rental.

Estimated balance is due a minimum of 14 days prior to rental date.

L. **Administrative Fee:** **\$150.00 Due upon consultation non-refundable***

M. **Base Rent:** _____

Production Staff Fees: _____

Cleaning Fee: _____

Miscellaneous Fees: _____

TOTAL _____

Rental Deposit: _____

(Due within 10 working days of contract meeting)

Estimated Balance Due: _____

(Due a minimum of 14 days prior to rental)

Make checks payable to: U of U School of Dance

Attn: Glenda Staples, 330 S 1500 E, RM 106, Salt Lake City, UT 84112

Payment to no other individuals shall be made.

Office Use Only:

Deposit Amount \$ _____

Date Received: _____

Estimated Balance \$ _____

Date Received: _____

Additional Charges \$ _____

Date Received: _____

2. USE OF THE PREMISES

University hereby grants to Renter permission to use the Premises for uses in connection with the Event, during the dates and times specified above. In using the Premises, Renter shall abide by all of the conditions of this Agreement, the conditions set forth in Exhibit B attached hereto and Addendum 1, "Building Use Regulations". Renter shall not make any alterations or improvements to the Premises, or install any signs, floor coverings or fixtures, without University's written approval. University shall have the right to enter the Premises at all times to inspect and confirm Renter's compliance with the terms of this Agreement. All other portions of the Building, other than the Premises, will remain under University's control and may be used for any and all purposes, as University may deem appropriate.

3. MOVE-IN/MOVE-OUT.

Renter shall not begin moving equipment, furnishings, other property or personnel onto the Premises prior to the move-in date and time. Any equipment, furnishings, or other property belonging to Renter remaining upon the Premises after the move-out date shall be deemed abandoned and may be disposed of by University, at such time and in such manner as university may determine at its sole discretion. Renter will be billed at the rate of \$35 per hour for this service. Renter acknowledges that University shall have no liability whatsoever for any loss of or damage to Renter's equipment, materials or other property which may arise as a result of such disposal.

4. FEES AND PAYMENT.

A. **Base Rent and Service Fees.** Renter agrees to pay to University the Base Rent and other fees in the amounts specified in the Summary of Rent Provisions (page 2, paragraph K). University reserves the right to charge additional fees, based upon University's customary rate for any services, equipment or personnel provided by University in connection with Renter's use of the Premises, which fees may be in addition to those fees described in the Summary of Rent Provisions. Renter shall be responsible for ticket sales for its event.

B. **Rental Deposit and Payment.** Upon the execution and delivery of this Agreement to University Fifty percent (50%) of the total theatre rental amount (including rehearsals) shall be due, in advance, upon signing of the contract (within 10 working days of contract meeting). Base Rent and Service Fees do not include fees for cleaning services, production staff or miscellaneous fees, or payment for any damage that may occur to the Premises or other property of University caused as a result of this rental. **Estimated balance of the total rental is due a minimum of 14 days prior to rental date.** The balance of the Base Rent, together with all Service and Personnel Fees, Cleaning Fees, and Miscellaneous Fees, and other costs, shall be paid by check payable to "School of Dance" and shall be delivered to University at **MCD 108, attn: Glenda Staples, and to no other entity**, prior to the start of the rental. Should you incur additional fees during your performance due to damage to the Premises or other property of the University caused as a result of this rental, said charges will be billed to you following your performance. ***If we do not receive your payment by the due date, 10% of the total balance due will be charged for each month the account is delinquent. We reserve the right to refer your account to a collection agency. You will be responsible for any additional charges incurred.***

C. **Miscellaneous Fees.** Miscellaneous fees for requests made by Renter may include, but are not limited to: administrative/clerical, tables, chairs, ballet barres, genie lift, gels, spotlights, hazer, fogger, projector, piano and piano tuning.

5. SERVICES, PERSONNEL AND EQUIPMENT.

The University's Production Staff hired by Renter shall operate all University equipment, and Renter is not authorized to handle or operate such equipment unless otherwise previously agreed to in writing by the Production Director (PD). University shall provide, at no additional cost to Renter, normal heat, electricity, overhead lighting, local telephone service, and water. University agrees to provide, at Renter's expense, the additional services, personnel, equipment and other requirements as described in the Summary of Rent Provisions, or as otherwise agreed to in writing by University and Renter. University may also provide, at Renter's expense, such other services, personnel (including security and law enforcement), equipment or other requirements as

University may, in its discretion, determine are reasonably necessary or appropriate for the protection of the Premises, Building or other interests of University. All other services, personnel, equipment or other requirements (including without limitation security, furnishings, electrical, communications and other equipment) which are beyond the normal operation and maintenance of the Premises, shall first be approved by University, and shall be arranged and paid for by Renter.

6. THIRD PARTY SERVICES

Renter may require certain security or other services not provided by University. Renter may contract for such services with third party service providers (a “**Service Provider**”) subject to the terms set forth herein. If Renter chooses to retain a Service Provider, Renter shall first notify the University of the name of the Service Provider and the general nature of services to be provided. All Service Providers will be subject to University’s prior written approval. University may require that Service Providers be selected only from a University-prepared list of Service Providers pre-approved by University. All Service Providers (including without limitation, subcontractors or other third parties) shall, before performing any services in connection with this Agreement, secure and maintain commercial general liability insurance, property insurance, workers compensation, automobile insurance, employers liability insurance, and such other insurance coverage, in such forms and amounts as University may reasonably require relative to the nature of the services to be provided, and shall provide University with certificates of proof of all required insurance. All Service Providers shall also comply with all applicable permitting, bonding and other requirements of any governing authorities, including without limitation all applicable licensing requirements. Renter shall indemnify and hold harmless the University from any claims that may arise as a result of any Service Provider’s failure to provide any of the insurance coverage, permitting, licensing, or other requirements of this Agreement.

7. ADVERTISING

Renter shall not place any signs, banners, posters (containing commercial identification or otherwise) or other advertising on the Premises, in or on the Building, or otherwise on the University campus, without prior written approval of University. Renter shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills or posters of any description on any part of the Premises or the Building, or otherwise on the University campus, except upon the regular billboards provided for such purpose by PD, or as otherwise approved in writing in advance by University. Renter will use, post or exhibit only such signs, advertisements, show bills and/or posters upon said billboards as they relate to the performance or exhibition to be given under this Agreement and which meet with the approval of PD. Renter shall not, without the consent of PD, distribute or circulate, or permit to be circulated or distributed, any advertising matter or programs in or about the Premises or the Building. Renter shall also not include the name or any trademark of the University in any advertising, sales promotion or other publicity matter without University’s prior written approval.

8. SUITABILITY OF SPACE.

University makes no representation warranty or agreement that the Premises, parking, or ancillary facilities are suitable for Renter’s intended purpose. Renter acknowledges that Renter has inspected the Premises and agrees to accept the Premises as they are on the date of this Agreement, subject to such changes as University and Renter may agree to in writing.

9. CONDITIONS OF USE.

In using the Premises, Renter, its employees, agents, guests, invitees, subcontractors, and Service Providers shall:

- A. Comply with all applicable federal, state and local laws, codes, regulations, rules and orders, and all regulations and policies of University. Renter shall obtain, at its expense, all required government licenses, permits and approvals except those licenses, permits and approvals to be obtained by the University as specified herein.

- B. Refrain from using any portion of the Building, the Premises, or any other part of the University campus in any manner that may create a fire or other hazard, is inconsistent with applicable fire codes or policies, or could invalidate or increase the rate of insurance on the Building. Renter shall not construct any tents or other temporary structures on or around the Premises without the written approval of the University, the University Fire Marshal, and all other appropriate authorities.
- C. Refrain from using any portion of the Building or the Premises in any manner that constitutes a waste or nuisance, or causes injury to the Building.
- D. Conduct its business within the Building in a dignified and orderly manner, with full regard for the public safety, and in conformity with University fire and safety regulations.
- E. Disclose all potential liability issues including nudity, adult content, and the use of any potentially dangerous props or other equipment at the time of the signing of the contract.

10. RETURN OF PREMISES.

Renter shall return the Premises and the Building to University in the same condition as received by Renter, normal wear and tear excepted, and shall pay any costs to repair or restore the Premises or the Building (and all University property located thereon) to such condition, unless the damage is caused by the sole negligence or willful misconduct of University, its employees or subcontractors.

11. LIABILITY/INDEMNIFICATION.

Renter agrees to conduct its activities upon the Premises so as not to endanger any person or property, including without limitation the Building and the Premises and all furnishings, fixtures, or equipment thereon. Renter shall hold harmless, defend and indemnify the University of Utah, the State of Utah, and their respective trustees, officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to reasonable attorneys' fees, bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this Agreement by Renter, (b) Renter's use of and activities in connection with the Building and the Premises, or (c) any act, error, or omission on the part of the Renter, or its agents, employees, invitees, guests or subcontractors who provide any materials or perform any operation relative to this Agreement except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the University of Utah, its officers, employees or agents.

Liability regulations understood _____(Renter)

12. UNIVERSITY OF UTAH MINORS POLICY.

Renter agrees to comply with the U of U Policy 1-015 Safety of Minors Participating in University Programs or Programs Held on University Premises (see <http://regulations.utah.edu/general/1-015.php>) and all applicable related rules and procedures, including but not limited to registering the program and obtaining required background checks and training for adults working with children. Any concerns about any misconduct in connection with the Event must be reported to the University's Office of Equal Opportunity and Affirmative Action at (801)-581-8365. Renter agrees to have all participants sign a waiver substantially in the form attached hereto as Exhibit C (as applicable, Exhibit C-1 for minor participants and Exhibit C-2 for adult participants).

13. INSURANCE/BACKGROUND CHECKS.

Renter shall provide the School of Dance with full names and verifiable copies of background checks of all adults, including volunteers, who will be supervising minors that are participating in the activity, performance, or workshop. Background checks MUST have been completed within 3-years of the rental. These will be sent to Risk Management and OEO for approval, should they not be acceptable, renter understands that they will be responsible for all costs of background checks through the University of Utah system or in hiring approved

University Staff to fulfill the Utah State Laws on Minor Protection and the University Policy of Minors on Campus. Authorized Adults MUST also complete the "Minors on Campus" online training and submit proof of completion. These documents must reach us a **minimum of 14 days** prior to the rental, no exceptions.

Renter shall have in force commercial general liability insurance coverage that includes coverage for injury to Minors participating in the Event, including incidents of sexual misconduct, and coverage for Renter's contractual obligation to indemnify the University. Exceptions to this insurance requirement may only be granted by the University Risk and Insurance Manager in appropriate circumstances, and only if all other requirements of the University of Utah's Safety of Minors Policy have been met. Renter is required to retain written documentation of any granted exception.

Renter shall maintain Commercial General Liability insurance, with No Exemptions and inclusive of Sexual Abuse AGG, with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000. Renter shall also maintain, if applicable to Renter's operations or performance under this Agreement, Liquor Liability insurance for any activities involving the consumption of alcohol on the Premises that may be approved, and Business Automobile Liability insurance covering Renter's owned, non-owned and hired motor vehicles. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the University.

Renter shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to this Agreement. Renter shall also maintain "all risk" property insurance at replacement cost applicable to Renter's property or its equipment. The University may also require Renter to provide other insurance coverage as may be reasonable relative to the nature of Renter's activities within the Building and Premises.

Renter's insurance carriers and policy provisions must be acceptable to the University' Risk and Insurance Manager and remain in effect for the duration of the Agreement. The University of Utah and the State of Utah shall be named as additional insured parties on the Commercial General Liability and any Liquor Liability insurance policies. Renter will cause any of its subcontractors, who provide any materials or perform any operation relative to this Agreement, to also maintain the insurance coverage and provisions listed above. For example, if alcohol, including without limitation beer and wine, is permitted to be served on the Premises, which permission the University may withhold in its discretion, the caterer serving alcohol must provide a certificate of insurance for Liquor Liability at the above liability limits and list the State of Utah, the University of Utah, and Renter as additional insured parties.

Renter shall submit certificates of insurance as evidence of the above required insurances to the University prior to the commencement of this Agreement (mail to: **The University of Utah, Office of Risk and Insurance Management, Room 408, Salt Lake City, Utah 84112-9023, Attn: Risk Manager.**) Such insurance certificates shall be submitted to the University no later than 48 hours after execution of this Agreement and shall provide the University with not more than thirty (30) calendar days written notice prior to the cancellation of coverage, sent to the above address.

14. DEFAULT/CANCELLATION.

- A. **Default.** Should either party default in the performance of any material term or condition of this Agreement, the non-defaulting party may give written notice of default to the defaulting party. If the defaulting party should fail to correct, or take reasonable steps to correct such default within ten (10) days of notice, the non-defaulting party shall have the right to terminate this Agreement by providing written notice of termination to the defaulting party. In the event of default by Renter resulting in termination, University shall retain the Rental Fees and all other fees previously paid by Renter as outlined below (B.). In addition, Renter shall immediately pay to University compensation for all previously unreimbursed expenses for equipment, personnel or services incurred by University in connection with this Agreement. In the event of default by University resulting in termination, University shall refund to Renter the entire Rental Deposit and all other fees previously paid to University by Renter with the exception of the administrative/clerical fees.

- B. **Cancellation by Renter.** Should Renter cancel the Event ninety-days (90) or more before Event, the University shall refund ninety percent (90%) of the Rental Deposit and all other fees previously paid by Renter. Should Renter cancel the Event thirty days (30) to eighty-nine days (89) before the Event, the University shall refund fifty percent (50%) of the Rental Deposit and other refundable fees* previously paid by Renter. Should Renter cancel the Event less than thirty days (30) before the event, University shall refund twenty-five percent (25%) Rental Deposit and all other fees previously paid by Renter. In addition, Renter shall immediately compensate University for all previously unreimbursed expenses for equipment, personnel or services incurred by University in connection with this Agreement.
- C. **Cancellation by University.** University reserves the right to cancel any performance and terminate this Agreement for the protection of public health and safety, or for reasons arising from events outside of the University's reasonable control. In the event of such termination the University, University shall refund to Renter the Rental Deposit, together with all fees previously paid by Renter, less all reasonable expenses, excluding administrative/clerical fee* incurred by University in connection with this Agreement prior to the date of termination.

15. UNCONTROLLABLE CIRCUMSTANCES.

Neither Renter nor University shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable circumstances the effect of which by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable circumstances" shall mean: any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, acts of other governing authorities, fire, flood, earthquakes, weather, lightning, epidemic, war, terrorism, riot, civil disturbance, sabotage, police action, inability to procure permits, licenses, or authorizations from any state, local, or federal agency, strikes, work slowdowns or other labor disturbances, and judicial restraint. In the event of an uncontrollable circumstance, the party unable to perform shall immediately notify the other party and shall resume performance of its obligations immediately upon cessation of the uncontrollable circumstance. In the event the Building or any part thereof shall be destroyed or damaged by fire or any other uncontrollable circumstances and such destruction or damage shall render the fulfillment of this Agreement by the University reasonably or practically impossible, then and thereupon this Agreement shall terminate and the Renter shall pay rental for the Premises only up to the time of such termination at the rate herein specified. Renter hereby waives any claim for damages or compensation should this Agreement be so terminated.

16. TAXES.

Renter shall promptly pay all sales, use, excise, and any other taxes and any license fees which are required to be paid by Renter to any governmental or accepted licensing authority, and at University's request, shall provide evidence of such payment.

17. LIENS.

Should any mechanic's or other lien be filed against the Premises, the Building or any part thereof by reason of Renter's acts or omissions or because of a claim against Renter, Renter shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by University.

18. NO SMOKING IN BUILDINGS.

Renter acknowledges that the Utah Indoor Clean Air Act prohibits smoking within all indoor public buildings. Smoking within the Building by any person, including without limitation Renter, its invitees, and guests, is prohibited. Smoking is permitted at approved locations outside of the Building.

19. MISCELLANEOUS.

- A. **Assignment.** Renter shall not assign, sublease or transfer any interest in this Agreement, or permit the use of the Premises by any person other than Renter and its guests and invitees, without the prior written consent of the University.
- B. **Entire Agreement.** The Rental Information Sheet and all of the exhibits attached hereto are incorporated into this Agreement by this reference and are deemed a part of the Agreement. This Agreement, and the applicable laws, regulations and policies referenced herein, constitute the entire Agreement between the parties regarding the subject matter hereof and are intended to be a final expression of the agreement between the parties. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full agreement and the counsel of its own advisors. This Agreement may be not modified except by written instrument executed by both parties.
- C. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- D. **Notices.** Except as otherwise specified herein, any notice or other communication required to be given in writing shall be deemed to have been properly given and effective: (a) if delivered in person during recipient's normal business hours; or (b) if delivered by courier, express mail service or registered or certified U.S. mail. Any such notice shall be sent or delivered to the respective addresses of the parties set forth in the Summary of Rent Provisions, and are effective upon receipt or upon attempted delivery in the above manner to such addresses.
- E. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah, without application of any principles of choice of laws. The forum and venue for any claim or judicial action to enforce the terms of this Agreement shall be located exclusively in Salt Lake County.
- F. **Non-waiver.** A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- G. **Execution of Counterpart.** This Agreement may be executed separately or independently in any number of counterparts, each and all of which together, will be deemed executed simultaneously and for all purposes to be one Agreement.
- H. **Headings.** The headings used in this Agreement are for convenience only and in no way define, limit, or describe the scope of this Agreement or the intent of any provision.
- I. **Collections,** outstanding balances and fines for damages are subject to a fee of 10% of the balance due for each month it is outstanding. Renter agrees to pay all collection costs and attorney fees should collections be required.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

UNIVERSITY OF UTAH, on behalf of its Marriott Center for Dance

By: _____ Date: _____

Director, School of Dance

RENTER

By: _____ Date: _____

Name: _____ Title: _____

EXHIBIT A

RENTER AGREES TO THE FOLLOWING ADDITIONAL TERMS, CONDITIONS, RESTRICTIONS AND/OR LIMITATIONS:

1. **RENTER'S ACTIVITIES** – Renter agrees to conduct Renter's activities upon the Premises so as not to endanger any person lawfully thereon and agrees not to put up or operate any engine or motor or machinery on the Premises, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or use any agent other than electricity for illuminating the Premises, unless the University's Production Director ("PD") has specifically previously approved the same in writing. Renter shall not do, or permit to be done, upon the Premises anything that will tend to injure, mar, or in any manner deface said Premises, and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks, or screws into any part of the Premises or the Building.

2. **CONCESSION SALES** – Renter shall not give away or sell items upon the Premises, in the Building, or otherwise on the University's campus, without prior written permission. If permission is granted, any food item must be prepackaged no homemade items are to be distributed.

Concessions will be done. _____ (Renter) _____ (MCD) *(please initial)*

3. **OBJECTIONABLE PERSONS** – The University and PD reserve the right to eject or cause to be ejected from the Premises any objectionable person or persons; and neither the University of Utah nor any of its officers, agents or employees shall be liable to Renter for any damages that may be sustained by Renter through the exercise of said right.

4. **HANDLING FUNDS** – Renter is responsible for all handling, control, custody and keeping of funds, whether the same are received through the box office or otherwise. The University of Utah, including, without limitation, its Marriott Center for Dance, shall not be liable to Renter nor to any other person for any loss, theft, or defalcation thereof. The Renter will handle outside the Building and off campus all registrations, payment of registration and conference fees, travel, lodging, etc. Schools and companies wishing to hold auditions may register participants and collect registration fees in the Building.

5. **BROADCASTING** – No performance or event presented in the Premises or in the Building shall be broadcast or televised, or in any manner recorded for reproduction without an agreement in writing between Renter and the University, consented to in writing by the Ballet and Modern Dance Department Chairs and PD. The times, media, and additional compensation for such broadcasts must be agreed upon in advance by all involved parties.

Filming will be done. _____ (Renter) _____ (MCD) *(please initial)*

6. **STORAGE** – In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Building, either prior to, during or subsequent to the use of the Building by Renter, the Marriott Center for Dance and its officers, agents and employees shall act for the accommodation of Renter, when reasonably possible. Neither the University, including without limitation, its Marriott Center for Dance, nor the PD, nor their agents, officers or employees, shall be liable for loss, transport cost damage or injury to such property. See pg. 3, item 3, Move-in/Move-out.

7. **OBSTRUCTIONS** – No portions of the sidewalks, entries, passage, vestibules, halls, elevators, ways or access to public utilities of the Premises, shall be obstructed by Renter, the doors, skylights, stairways or openings that reflect or admit light into any portion of the Building, including hallways, corridors and passageways, air circulation vents and house lighting attachments, shall in no way be obstructed by Renter.

Any damage resulting from any misuse of any portion, facility or equipment of the Building, of whatsoever character shall be paid for by Renter as a reimbursable cost payable to University within thirty-days (30).

8. FLAMMABLE MATERIALS – No flammable materials such as bunting, tissue paper, crepe papers, etc., will be permitted to be used without written approval of the Fire Marshal.

9. EXHIBIT ENTRANCE – All articles, exhibits, fixtures, materials, displays, etc., shall be brought to or out of the Building only at such entrances as may be designated by the PD.

10. CONTROL OF BUILDING - The Building and Premises, including keys, shall be at all times under the control of PD, and he or other duly authorized representatives of the University shall have the right to enter the Premises at all times during the period covered by this Agreement. The entrances and exits of the Premises shall be locked and unlocked at such times as may be reasonably required by Renter for Renter's use of the Premises; but Renter at Renter's own expense, must at all times place proper watchmen at all entrances and exits when the same are unlocked.

11. LOST ARTICLES – The PD shall have the sole right to collect and have custody of articles left in the Building or parking lot by persons attending any performance, seminar, conference, audition, exhibition or entertainment given or held in Premises, and Renter shall not collect or interfere with the collection or custody of such articles.

12. COPYRIGHT INFRINGEMENT INDEMNIFICATION – Renter warrants and represents that no artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Renter has previously thereto obtained written permission from the copyright holder. Renter will indemnify, save and hold harmless the University and its trustees, officers, agents, employees and servants from and against all claims, costs and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance of artistic works.

13. CHANGING OF CLOTHING – All changing of clothing must be done in the locker rooms, **not in the restrooms.**

14. **NO LATEX BALLOONS - We have an employee with a severe latex allergy, please do not bring latex balloons into the building. ONLY Mylar or vinyl balloons are allowed.**

No latex balloons will be brought into the building. _____(Renter) _____ (MCD) (please initial)

15. NO ANIMALS are allowed in the building at any time unless identified as a service animal. Violation will result in an automatic fine of \$100.00 per animal/occurrence.

EXHIBIT B

SERVICES AND PERSONNEL CONDITIONS

RENTER AGREES (i) to pay personnel a minimum of four (4) hours during any time period i.e. "work lighting", "lighting/dress rehearsal", and "performances". Up to a two (2) hour "continuity" time period is allowed before and/or after a "dress rehearsal" and "performance" to be paid at the established hourly rate.

RENTER AGREES that a "rehearsal" or "performance" personnel time period may begin one (1) hour or one-half (1/2) hour (to be predetermined by the PD) prior to scheduled curtain time and ends as the last performance "cue" is taken with the total time lapse to be less than three and one-half (3-1/2) hours, at which time "continuity" time begins.

MARRIOTT CENTER FOR DANCE UNIVERSITY OF UTAH RENTAL INFORMATION SHEET

RENTAL PROCEDURES

- A REQUEST LETTER FROM THE RENTER, ADDRESSED TO BOTH BALLET AND MODERN DANCE CHAIRPERSONS, STATING:
 - 1) WHO THE RENTER WILL BE
 - 2) WHAT THE RENTER WILL DO
 - 3) WHY THE RENTER IS RENTING
 - 4) WHEN THE RENTER WILL OCCUPY (THE PRODUCTION DIRECTOR MUST APPROVE REQUESTED DATES.)

- AFTER THE DIRECTOR OF THE SCHOOL OF DANCE APPROVES THE RENTAL, THE RENTER, EXECUTIVE SECRETARY, AND PRODUCTION DIRECTOR MUST MEET TO FINALIZE THE CONTRACT.

- THE NON-REFUNDABLE ADMINISTRATION/CLERICAL FEE IS DUE THE DAY OF THE CONSULTATION AND FINALIZATION OF THE CONTRACT.

- THE RENTAL DEPOSIT AND/OR PAYMENT OF 100% OF THE ESTIMATED RENTAL/CREW FEES MUST BE PAID TO THE ADMINISTRATIVE OFFICER, GLENDA STAPLES WITHIN TEN (10) DAYS OF THE CONTRACT CONSULTATION. IF NOT RECEIVED THE DATES RESERVE MAY BE RELEASED TO ANOTHER RENTER.

- ADDITIONAL CHARGES WILL BE INVOICED IMMEDIATELY FOLLOWING THE EVENT AND MUST BE REMITTED TO THE MARRIOTT CENTER FOR DANCE WITHIN THIRTY (30) DAYS OF RECEIPT OF AN INVOICE.

RENTAL RATES

- **HAYES/CHRISTENSEN THEATRE:**

-

STANDARD RATE FOR EACH PERFORMANCE: \$650

Box Office or Ticket Sales area included (**no concessions**)

SCHOOL OF DANCE:	\$325
UNIVERSITY OF UTAH-GENERAL/ALUMNI**:	\$475
ALL OFF CAMPUS:	\$650
FILMING:	\$1000
FULLY LIT REHEARSAL RATE:	\$325
WORK LIGHT REHEARSAL RATE:	\$175
LOBBY REFRESHMENTS/CONCESSION SALES*	\$300
TRAIANGLE LOUNGE/ROOF TOP RECEPTION+*	\$1000

+ Includes space, set-up, and cleaning fees
*Prior approval necessary

** STUDENTS WHO HAVE GRADUATED FROM THE DEPARTMENTS OF BALLET AND/OR MODERN DANCE/SCHOOL OF DANCE WITH A BFA OR MFA, PRIOR FACULTY FOR BALLET AND/OR MODERN DANCE (THIS DOES NOT INCLUDED VISITING FACULTY OR GUEST ARTISTS)

- **RATE STIPULATIONS:**

- SEE EXHIBIT C.
- THEATRE/SPACE MUST BE FULLY RESTORED AFTER VACANCY WITH THE COSTS AS PART OF THE CONTRACT.
- **ONLY ONE PERFORMANCE ALLOWED PER 4-HOUR BLOCK UNLESS PERMISSION GRANTED. IF TWO PERFORMANCES OR MORE ARE DESIRED, OR A CHANGE IN AUDIENCE AT ANYTIME, RENTER WILL PAY FOR THE ADDITIONAL PERFORMANCES AT THE SAME STANDARD RATE AND WILL PAY FOR ENTIRE CREW FOR AN ADDITIONAL 4 HOUR CALL FOR EACH PERFORMANCE, OR, NEGOTIATE WITH PD ON A SUITABLE SOLUTION FOR BOTH PARTIES.**

- **STUDIOS:**

RENTAL RATES FOR THE STUDIOS ARE AVAILABLE ON A STUDIO RETAL AGREEMENT TO BE COMPLETED SEPARATELY FROM THIS AGREEMENT.

- **RECEPTION AREAS:**

TRIANGLE LOUNGE OR ROOF TOP MAY BE RENTED FOR EVENTS.

PRODUCTION STAFF

- RENTER IS REQUIRED TO HIRE THE RESIDENT PRODUCTION DIRECTOR AND TECHNICAL DIRECTOR, HOUSE MANAGER, LIGHT BOARD OPERATOR, SOUND OPERATOR AND STAGE MANAGER.

- A LIGHTING DESIGNER IS REQUIRED FOR ANYTHING BEYOND “LIGHTS UP, LIGHTS DOWN”. SEE FEE SCHEDULE BELOW.
- USHERS MUST BE PRE-ARRANGED IF PROVIDED BY VENUE

- **STANDARD RATES**

PRODUCTION DIRECTOR:	\$35 PER HOUR
TECHNICAL DIRECTOR:	\$35 PER HOUR
MINOR ON CAMPUS (Authorized Adult)	\$35 PER HOUR
THEATRE MANAGER	\$26 PER HOUR
STAGE MANAGER:	\$26 PER HOUR
HOUSE MANAGER:	\$26 PER HOUR
PROJECTIONIST:	\$26 PER HOUR
SOUND ENGINEER:	\$26 PER HOUR
LIGHT BOARD OPERATOR:	\$18 PER HOUR
SOUND OPERATOR:	\$18 PER HOUR
FLYMAN:	\$18 PER HOUR
DECK HAND:	\$18 PER HOUR
SPOTLIGHT OPERATOR:	\$18 PER HOUR
WEIGHT LOADER:	\$18 PER HOUR
USHER:	\$18 PER HOUR

LIGHTING DESIGNER: FEE NEGOTIATED ON A PER SHOW BASIS

UP TO 100 CUES	\$250
UP TO 200 CUES	\$500

\$2 per cue after 200 cues per show, if another show is using the same cues but in a different order, this is considered a second and different show and additional charges will apply.

Cue rates understood _____(Renter) _____ (MCD) *(please initial)*

- **VIDEO AND FILMING RATES**

PRODUCTION DIRECTOR:	\$35 PER HOUR
STAGE MANAGER:	\$26 PER HOUR
HOUSE MANAGER:	\$26 PER HOUR
SOUND OPERATOR:	\$18 PER HOUR
BOARD OPERATOR:	\$18 PER HOUR
DECK HAND:	\$18 PER HOUR

- **JANITORIAL SERVICES**

CLEANING FEE: \$75 for each weekday performance
 \$75 for Saturday performance or 2 same day weekday shows
 \$150 for 2 shows on the same Saturday

- **RATE STIPULATIONS**

- THERE IS A FOUR-HOUR MINIMUM FOR PRODUCTION STAFF.
- A 1-HR BREAK IS REQUIRED BETWEEN EACH 4-HOUR CALL FOR DINNER OR LUNCH.
- A FEE OF \$25 WILL BE ASSESSED PER EMPLOYESS FOR LUNCH AND DINNER BREAK VIOLATIONS
- A TWO-HOUR “CONTINUITY” PERIOD BEFORE AND/OR AFTER A PERFORMANCE OR REHEARSAL IS AN AVAILABLE OPTION AT 1.5-TIME. BEYOND 2 HOURS WILL BE CONSIDERED A FULL CALL (4 HOURS)

- ANY TIME BEYOND AN 8 HOUR DAY IS CHARGED AS OVERTIME (1.5 TIME)
- ALL TIME FROM MIDNIGHT TO 8:00 AM WILL CHARGE AT DOUBLE TIME.
- A PROJECTIONIST MUST BE HIRED FOR USE OF FACILITIES PROJECTOR EQUIPMENT
- PROPS AND SETS MUST BE CLEARED BY PRODUCTION DIRECTOR BEFORE DAY OF PERFORMANCE
- TAP SHOES ARE NOT ALLOWED WITHOUT PRIOR PERMISSION AND NOTIFICATION
- BALLROOM SHOES MUST HAVE HEEL GARDS

MISCELLANEOUS CHARGES

Other requests made by Renter are charged at the following rates, per performance:

Projector:	\$125	Follow Spot:	\$50
Piano:	\$100	Dry Ice Fog:	\$100
Piano Tuner	\$150	Vari-Lites :	Per-show negotiation
Barres:	\$25/each	Chairs:	\$2 each
Fogger:	\$50	Tables:	\$10/each
Hazer:	\$50	Gel:	\$10 per sheet
Microphone:	\$50	Gobos:	\$15 each
Body Mic:	\$75	Podium:	\$25
Black Light:	\$50	EFX projector:	\$100
Spike tape roll:	\$12	Gaff tape roll:	\$20

TICKETING

- **NO MORE THAN 330 TICKETS PER SHOW** IS TO BE DISTRIBUTED
- PLEASE INFORM ALL PARTICIPANTS THAT ANY QUESTIONS THEY HAVE CONCERNING TICKETING AND/OR YOUR PERFORMANCE ARE TO BE DIRECTED TO YOUR STAFF AND NOT TO THE ADMINISTRATIVE STAFF AT THE MCD.
- A SEPARATE CONTRACT WITH KINGSBURY HALL TICKETING (WWW.KINGTIX.COM) CAN BE OBTAINED BY CALLING BROOKE DAY @ 801-585-5645

EXHIBIT C - 1

MINOR PARTICIPANT (Under 18 years old) INFORMED CONSENT AND WAIVER AND RELEASE FORM

UNIVERSITY OF UTAH SCHOOL OF DANCE

**IMPORTANT: THIS IS A LEGAL DOCUMENT,
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.**

**MINOR PARTICIPANT INFORMED CONSENT & PARENT/GUARDIAN CONSENT
TO TREATMENT, WAIVER AND RELEASE
FOR NON-UNIVERSITY OF UTAH EVENT OR ACTIVITY**

This Agreement must be completed by the Participant's Parent/Legal Guardian in order for the minor to participate in the activities taking place at the University of Utah's School of Dance at the Marriott Center for Dance. Minors between the ages of 12 and 17 must also sign the form where indicated below.

Participant (print full name): _____

Address: _____

City: _____ State: _____ Zip: _____

Emergency phone number(s): _____

Event/Activity: _____

Date(s) of Event/Activity: _____

MINOR PARTICIPANT INFORMED CONSENT

I, the undersigned, am the Participant named above. I am familiar with the activities which take place in the above named Event at the University of Utah (the "Event"). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the Event, which may expose me to illness, injury or death. Knowing of these risks, I freely and voluntarily participate in the Event.

(Signature of Minor Participant, if between age 12-17)

PARENT/GUARDIAN CONSENT TO TREATMENT, WAIVER AND RELEASE

I _____ am the parent/guardian of the above named Participant who is under 18 years of age. I am familiar with the activities which take place in the above named Event and hereby give consent for the Participant to participate in the Event. I understand that participation in the Event can include foreseeable and unforeseeable risks and other hazardous activities inherent in the Event, which may expose the participant to illness, injury or death.

I state that Participant is free from any known heart, respiratory or other health problems that could prevent Participant from safely participating in any of the activities.

I hereby give my express consent in the event of injury for the Participant to receive any necessary emergency aid, anesthesia and / or operation, if in the opinion of the attending physician, such treatment is necessary.

I certify that participant has medical insurance (provide insurance information below) and otherwise agree to be personally responsible for costs of any emergency or other medical care that Participant receives. I agree to release, waive, covenant not to sue, and hold harmless the University, and all of their officers, employees and agents (collectively the "Releasees") from the cost of any medical care that Participant receives as a result of participation in the Event.

I further agree to release Releasees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of Participant's participation in the Event. This release extends to any claim made by parents or guardians or their assigns arising from or in any way connected with the aforementioned activities.

I agree that the site of any lawsuit arising out of or related to participation in the Event shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

I shall pay any attorney fees or costs incurred by the University in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

*The University of Utah is committed to protecting minors participating in University programs. If you, as a parent/guardian, have concerns about any misconduct in connection with the above named Event/Program, please contact the University's Office of Equal Opportunity and Affirmative Action at (801) 581-8365.

Signature of Legal Guardian and/or Parent of Participant

Date

Emergency Contact Name and Relationship to Participant

Phone Number

Participant has been advised to maintain health and accident insurance to cover the costs of treatment in the event of any injury or illness.

Participant's Insurance I.D. number and insurance carrier, carrier address and phone number:

ADULT PARTICIPANT INFORMED CONSENT AND WAIVER AND RELEASE FORM

UNIVERSITY OF UTAH SCHOOL OF DANCE

**IMPORTANT: THIS IS A LEGAL DOCUMENT,
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.**

**ASSUMPTION OF RISK, WAIVER OF
LIABILITY AND INDEMNIFICATION AGREEMENT
NON-U OF U EVENT OR ACTIVITY**

This Agreement must be completed by the Participant in order to participate in activities taking place at the University of Utah’s School of Dance at the Marriott Center for Dance.

Participant (print full name): _____

Address: _____

City: _____ State: _____ Zip: _____

Emergency phone number(s): _____

Event/Activity: _____

Date(s) of Event/Activity: _____

ASSUMPTION OF RISK

I, the undersigned, am the Participant named above. I am familiar with the activities which take place in the above named Event at the University of Utah (the "Event"). My participation in the Event may expose me to certain foreseeable and unforeseeable risks of injury such as, but not limited to illness, injury or even death. Knowing of these risks, I freely and voluntarily participate in the Event and hereby agree to assume and accept any and all risk of injury or death.

WAIVER, RELEASE AND INDEMNIFICATION

I understand and acknowledge that the University of Utah ("University") is not an insurer of my behavior, actions or participation in the Event, and that the University assumes no liability whatsoever for personal injuries or property damages to me or to third persons arising out of my participation in the Event activities. I hereby agree to release, waive, covenant not to sue, indemnify and hold harmless the University, and all of their officers, employees and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or loss or damage to any property belonging to me arising out of or related to participation in the above named Event, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

I do not have any heart, respiratory or other health conditions that would prevent my safe participation in the Event.

I have adequate health insurance to cover the costs of treatment in the event of any injury (provide health insurance information below).

I agree that the site of any lawsuit arising out of or related to participation in the Event shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

I shall pay any attorney fees or costs incurred by the University in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

_____ I am signing this Agreement for myself as Participant. I acknowledge that I am at least eighteen (18) years of age and I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant

Date

Participant has been advised to maintain health and accident insurance to cover the costs of treatment in the event of any injury or illness.

Participant's Insurance I.D. number and insurance carrier, carrier address and phone number:

ADDENDUM 1 – ALICE SHEETS MARRIOTT CENTER FOR DANCE BUILDING USE REGULATIONS

The Marriott Center for Dance welcomes your organization as a guest in our building. In order to preserve the beauty and function of our building we have established regulations for use of this building and surrounding area. We expect your organization to show respect for this facility and the administration by adhering to the regulations set forth. This building is part of the University of Utah and is governed by their policies and procedures.

REGULATIONS:

- ❑ The administrative offices and personnel are not part of the rental agreement. Please understand if your organization is in the building during normal business hours you should contact the stage manager for any needs you may have.
- ❑ Minor participants must have an Authorized Adult supervising them at all times. *see item 12.
- ❑ No smoking inside the building. Smoking is permitted outside of the building 25 feet from any door. This is a state law.
- ❑ At the completion of your performance, your organization is responsible for turning out lights when you leave the dressing room areas.
- ❑ Outside doors ***must not be propped open*** at anytime.
- ❑ Do not post notices, tape any messages or write on woodwork. Postings on walls must have prior approval of the administrative authority.
- ❑ **No food or liquids (with the exception of water) are permitted in the theatre, lobby, studios, dressing rooms, or any carpeted area.**
- ❑ The selling of refreshments must have prior approval of the administration and included in the rental agreement at the time of signing.
- ❑ You and your organization are responsible for picking up trash and debris left by your patrons after your performance is completed. This includes the stage, dressing rooms, hallways and outside of the building.
- ❑ The University is not responsible for lost or stolen articles. Please leave valuables at home. Keep personal belongings locked in a locker or with you.
- ❑ Contact the stage manager or house manager if you observe anyone not abiding by the guidelines set forth.
- ❑ Any use of studios must be arranged through a separate rental agreement with the respective department.

THEATRE USE:

Audience Area:

Your organization is asked to inform patrons of the following guidelines in this area:

- ❑ No food, candy, gum or liquids, except for water, are allowed in the audience area of the theatre.
- ❑ Feet are not to be placed on the theatre seats.
- ❑ Do not deface seats or any part of the theatre.
- ❑ Babies and children under five are encouraged not to attend performances.
- ❑ Any child or person disturbing a performance will be asked to leave.
- ❑ No photography of any kind is allowed during a performance.
- ❑ Turn off all cell phones and pagers.

Backstage Area:

- ❑ All performers should enter and exit through the stage door.
- ❑ All performers should use the dressing rooms to change and apply make up. Please do not use public restrooms for this purpose. Only make-up can be used in the building. **NO PAINTS OF ANY KIND MAY BE USED IN ANY AREAS OF THE BUILDING.**
- ❑ No food is allowed on stage, backstage or in the dressing rooms. Water in bottles is allowed with prior approval of the stage manager.
- ❑ Do not touch any stage equipment, curtains or cyclorama.
- ❑ Follow all instructions given by the stage manager and crew.
- ❑ Adult supervision **must be provided** at all times. Performers should not be allowed to run through the hallways, lobby area, back stage, stairwells or floors not directly associated with the theatre.
- ❑ Silence must be strictly maintained in the hallway behind the theatre.
- ❑ The use of rosin on or off stage is prohibited.

RESTROOM AREAS:

- ❑ **Public restrooms are not to be used for changing costumes or applying make up.** The dressing rooms are for this purpose.

STUDIO USE:

- ❑ The studios are rented separately from the theatre. If you are interested in using the studios, please contact the Ballet or Modern Dance Division directly.

BUILDING PERIMETER:

- ❑ If your performers eat outside, it is your responsibility to make sure all trash is placed in the dumpster or garbage cans.

As the representative of the rental organization, I understand and agree to abide by all regulations set forth by the Alice Sheets Marriott Center for Dance administration. I understand that failure to abide by these regulations will result in my immediate dismissal from the premises, non-renewal of future contracts, loss of a portion or the entire rental deposit, and I will be required to pay for any damages or cleanup incurred from any act or omission of any person brought into the building in connection with my rental and use of the theatre. Outstanding balances and fines for damages are subject to a fee of 10% of the balance due for each month it is outstanding. Renter agrees to pay all collection costs and attorney fees should collections be required.

Rental Organization Representative

Marriott Center for Dance Representative

Date

Date