

## MARRIOTT CENTER FOR DANCE RENTAL AGREEMENT

This Single Event Facilities Use Agreement (the "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 School of Dance ("SOD") and the individual/entity named below (the "Renter") for the purpose of renting certain portions of the Hayes Christensen Theatre/Marriott Center for Dance located upon the University of Utah campus (the "Premises" or the "Building")) to Renter for the "Event" specified below upon the terms set forth herein. Rental reservations will be held for a period of 10 working days after which if the signed Agreement and Rental Deposit are not received, the desired dates may be released to another renter.

<b>Date:</b>	<b>Time In:</b>	<b>Time Out:</b>	<b>Space:</b>
<b>Date:</b>	<b>Time In:</b>	<b>Time Out:</b>	<b>Space:</b>
<b>Date:</b>	<b>Time In:</b>	<b>Time Out:</b>	<b>Space:</b>
<b>Date:</b>	<b>Time In:</b>	<b>Time Out:</b>	<b>Space:</b>
<b>Event Title:</b>			
<b>Renter's Name / Org:</b>			
<b>Renter's Address:</b>			
<b>Renter's Phone #:</b>			
<b>Renter's Email:</b>			
<b>Estimated # of Participants:</b>	<b>Minors</b> _____ <b>Age Range</b> _____	<b>Adults</b> _____	
<b>**Minors on Campus Policy (see Section 12):</b>			
<b>Authorized Adult Name(s)</b>	<b>Background Check Date</b>	<b>Minors on Campus Training Date</b>	
<b>**Liability Waivers must be completed and submitted for all participants (see Section 12).</b>			
<b>**Certificate of Insurance must be submitted along with signed Agreement (see Section 11).</b>			
<b>Total Estimated Cost:</b>	<b>\$</b> _____		

FOR OFFICE USE ONLY	
<b>Deposit Amount:</b> \$ _____	Certificate of Insurance Received: _____
Date Received: _____	
<b>Estimated Balance:</b> \$ _____	Minors on Campus
Date Received: _____	Registration Complete: _____
	Custodial Scheduled: _____
<b>Additional Charges:</b> \$ _____	
Date Received: _____	Doors Scheduled: _____

**1. SUMMARY OF RENTAL**

- A. Description of the Building:** The Marriott Center for Dance
  - B. Rentals:** The Hayes Christensen Theatre and Marriott Center for Dance studio spaces are reserved on a first come basis and in accordance with the SOD criteria for building usage policy. All rentals must be related to the Arts.
  - C. Administrative Fee:** The Administrative 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. This fee is nonrefundable. See **Exhibit B, "MCD Rental Rates"**. The fee covers: paperwork, contracts, scheduling, meetings, tours, phone calls, administrative payroll, collections, etc.
  - D. Agreement Adjustment Fee:** If the renter changes dates and times of the rental after the Agreement has been sent to them to sign, making it necessary for a new Agreement to be written, an additional \$20.00 processing fee will be charged.
  - E. 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>.
  - F. Other Provisions:** \_\_\_\_\_
- 

**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 and the conditions set forth in **Exhibit A, "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 prior 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.

The Building and Premises, including keys, shall be at all times under the control of the Production Director ("PD"), and they 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.

**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 the SOD, at such time and in such manner as the SOD may determine at its sole discretion. Renter will be billed at the rate of \$35 per hour for this service. Renter acknowledges that the SOD 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.

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 SOD and its officers, agents and employees shall act for the accommodation of Renter, when reasonably possible. Neither the SOD, nor its officers, agents, nor employees shall be liable for loss, transport cost damage, or injury to such property.

Renter shall be charged one-half hour before the projected start time of the Event and one-half hour following the projected end time of the Event. Vacation of the premises must be complete at the end of the half-hour following the Event. Should the building not be evacuated by that time additional charges will apply. 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. Renter's Authorized Adult must remain on premises until the building is vacated and they are released to leave by the SOD Authorized Personnel.

#### 4. FEES AND PAYMENT

**A. Base Rent and Service Fees:** Renter agrees to pay the SOD the Administrative Fee (non-refundable), Base Rent, and other Miscellaneous Fees (which may include, but are not limited to: administrative/clerical, tables, chairs, ballet barres, genie lift, gels, spotlights, hazer, fogger, projector, piano and piano tuning) in the amounts specified herein, see **Exhibit B, "MCD Rental Rates"**. The SOD reserves the right to charge Additional Fees based upon the SOD's customary rate for any services, equipment, or personnel provided by the SOD in connection with Renter's use of the Premises; Additional Fees may be in addition to those fees described in the amounts specified herein. Renter shall be responsible for ticket sales for its event.

**B. Rental Deposit and Payment:** Within 10 days of signing and submitting the Agreement, a deposit (the "Rental Deposit") will be due which is equal to 50% of the total rental amount. The remaining balance of the total rental amount is due a minimum of 14 days prior to rental date. Any additional fees incurred due to damage to the Premises or other property of the University caused as a result of this rental will be invoiced to the client post-event; payment of any such fees will be due no later than 30 days from the post-event invoice date.

If payment is not received by the due date(s), 10% of the total balance due will be charged for each month the account is delinquent. The SOD reserves the right to refer the Renter's account to a collection agency, where the Renter will be responsible for any additional charges incurred.

**C. Checks Payable:** All payments shall be made by check to **"U of U School of Dance"** and shall be sent to the Marriott Center for Dance (attn: Will Maguire) at 330 South 1500 East, Room 106, Salt Lake City, UT 84112.

#### 5. SERVICES, PERSONNEL, AND EQUIPMENT

The SOD's Production Staff hired by Renter shall operate all SOD equipment, and Renter is not authorized to handle or operate such equipment unless otherwise previously agreed to in writing by the PD. The SOD shall provide, at no additional cost to Renter, normal heat, electricity, overhead lighting, local telephone service, and water. The SOD agrees to provide, at Renter's expense, the additional services, personnel, equipment, and other requirements as specified herein, or as otherwise agreed to in writing by the SOD and Renter. The SOD may also provide, at Renter's expense, such other services, personnel (including security and law enforcement), equipment or other requirements as the SOD may, in its discretion, determine are reasonably necessary or appropriate for the protection of the Premises, Building or other interests of the SOD. 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 the SOD, and shall be arranged and paid for by Renter.

#### 6. THIRD PARTY SERVICES

Renter may require certain security or other services not provided by the SOD. 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 SOD of the name of the Service Provider and the general nature of services to be provided. All Service Providers will be subject to the SOD's prior written approval. The SOD may require that Service Providers be selected only from a University-prepared list of Service Providers pre-approved by the University of Utah. 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 the SOD may reasonably require relative to the nature of the services to be provided, and shall provide the SOD 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 of Utah 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 the SOD. 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 the PD, or as otherwise approved in writing in advance by the SOD. 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 the PD. Renter shall not, without the consent of the 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 of Utah in any advertising, sales promotion or other publicity matter without the University's prior written approval.

## **8. SUITABILITY OF SPACE**

The SOD 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 the SOD and Renter may agree to in writing.

Participants in the event shall only occupy areas for which they have a signed rental agreement or common areas associated with the Rental as designated. Any other space is considered additional space that needs to be rented. Participants may not occupy any other space without prior permission or an additional rental agreement. If participants are found occupying unrented spaces additional charges will be required by the Renter. Participants are not allowed to run throughout the Building playing and exploring.

## **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 the University of Utah. Renter shall obtain, at its expense, all required government licenses, permits and approvals except those licenses, permits and approvals to be obtained by the SOD 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 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 PD has specifically, previously approved the same in writing. No flammable materials such as bunting, tissue paper, crepe papers, etc., will be permitted to be used without written approval of the University Fire Marshal. Renter shall not construct any tents or other temporary structures on or around the Premises without the written approval of the SOD, the University Fire Marshal, and all other appropriate authorities.

- C. Not obstruct portions of the sidewalks, entries, passage, vestibules, halls, elevators, ways or access to public utilities of the Premises. 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.
- D. 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. 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.
- E. Conduct its business within the Building in a dignified and orderly manner with full regard for the public safety so as not to endanger any person lawfully thereon, in conformity with University fire and safety regulations.
- F. 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 this Agreement.

## **10. RETURN OF PREMISES**

Renter shall return the Premises and the Building to the SOD 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 the SOD, its employees or subcontractors.

## **11. LIABILITY; INDEMNIFICATION; AND INSURANCE**

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 and its 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 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.

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 Renter's performance of artistic works.

Renter shall secure and maintain Commercial General Liability insurance with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000 that lists the University of Utah as an additional insured. Renter agrees to provide a certificate of insurance for its Commercial General Liability insurance to the SOD. Renter may also be required to provide evidence of other insurance coverages that are reasonable based on Renter's operations.

The terms of this Section are a material part of the Agreement and shall survive its termination or expiration for any reason.

## 12. UNIVERSITY OF UTAH MINORS POLICY

Renter agrees to comply with the University of Utah 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 with the University of Utah's Youth Protection and Program Support (<https://youthprotection.utah.edu/>) 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. Consistent with the requirement of the University of Utah Youth Protection Policy, Renter hereby agrees to indemnify the University against liability for acts or omissions of Renter's personnel occurring in conjunction with the Event.

Renter's Commercial General Liability insurance coverage required in Section 11 shall also include 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 or Vice President 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.

Background checks for Authorized Adults (as defined in the policy) MUST have been completed within 3-years of the Event. 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. Adult volunteers who will be with Minors on campus, but who are not Authorized Adults MUST complete the "Minors on Campus" online training and be screened against the sex offender registry but do not need a background check. Such adult volunteers are only allowed in the presence of Minors under the supervision an Authorized Adult.

Renter agrees to have all Event participants sign a Liability Waiver for Non-University of Utah Event or Activity being held on campus. The applicable liability waivers are included in **Exhibit C, "Assumption of Risk, Informed Consent, and Waiver of Liability and Indemnification Agreement"** and also available online at [https://youthprotection.utah.edu/non\\_u\\_program\\_resources.php](https://youthprotection.utah.edu/non_u_program_resources.php). Renter agrees to collect a waiver from each participant on or before the first day of the Event. Renter further agrees to provide the SOD with copies of all participant waivers within seven days of the Event start date.

## 13. 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, the SOD shall retain the Rental Fees and all other fees previously paid by Renter as outlined below **(B)**. In the event of default by the SOD resulting in termination, the SOD shall refund to Renter the entire Rental Deposit and all other fees previously paid to the SOD by Renter with the exception of the Administrative Fee as outlined below **(C)**.

**B. Cancellation by Renter:** Should Renter cancel the Event ninety-days (90) or more before Event, the SOD shall refund ninety percent (90%) of the Rental Deposit and all other fees previously paid by Renter with the exception of the Administrative Fee. Should Renter cancel the Event thirty days (30) to eighty-nine days (89) before the Event, the SOD shall refund fifty percent (50%) of the Rental Deposit and all other fees previously paid by Renter with the exception of the Administrative Fee. Should Renter cancel the Event less than thirty days (30) before the event, the SOD shall refund twenty-five percent (25%) of the Rental Deposit and all other fees previously paid by Renter with the exception of the Administrative Fee. In addition, regardless of when Renter cancels, Renter

shall immediately compensate the SOD for all previously unreimbursed expenses for equipment, personnel, or services incurred by the SOD in connection with this Agreement.

- C. Cancellation by the SOD:** The SOD reserves the right to cancel any performance and terminate this Agreement for the protection of public health and safety, including, without limitation, the circumstances set forth in Section 14, or for reasons arising from events outside of the SOD's reasonable control. In the event of such termination by the SOD, the SOD shall refund to Renter the Rental Deposit and all other fees previously paid by Renter with the exception of the Administrative Fee and any reasonable expenses incurred by the SOD in connection with this Agreement prior to the date of termination.

#### **14. UNCONTROLLABLE CIRCUMSTANCES**

Neither Renter nor the SOD 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, pandemic, 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 SOD 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.

#### **15. 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.

#### **16. 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 SOD.
- B. Entire Agreement:** This Agreement 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. 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.
- J. Objectionable Persons:** The SOD 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.
- K. Handling Funds:** Renter is responsible for all handling, control, custody and keeping of funds related to its activities and the SOD 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 University campus all registrations, payment of registration and conference fees, travel, lodging, etc., except, if Renter is holding auditions, Renter may register participants and collect registration fees in the Building.
- L. Broadcasting:** No performance or event presented in the Premises or in the Building shall be broadcast nor televised, nor in any manner recorded for reproduction without an agreement in writing between Renter and the SOD, consented to in writing by the SOD Director and PD. The times, media, and additional compensation for such broadcasts must be agreed upon in advance by all involved parties.
- M. Changing of Clothing:** All changing of clothing must be done in the locker rooms, not in the restrooms or hallways.
- N. Animals:** 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 per occurrence.
- O. Emergency Buttons & Evacuation:** Emergency (Panic) Buttons are located in each of the dressing rooms and studios. Should one or more of these be pushed when there is not an emergency a fee of \$75 will be charge to the renter for each occurrence. If you know a button has been pushed in a non-emergency situation, please call 801-585-2677 IMMEDIATELY and notify the SOD Authorized Adult on duty. A map of the evacuation routes from the building is provided.



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.

**Renter / Organization:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

**University of Utah on behalf of its School of Dance:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

**University of Utah SVP of Academic Affairs:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**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.

**BUILDING REGULATIONS:**

- No participant will be allowed in the studio/stage area without having the appropriate COMPLETED liability waiver submitted.
- The administrative offices and personnel are not part of the rental agreement except where indicated.
- Minor participants must have an Authorized Adult supervising them at all times.
- No smoking, vaping, alcohol, or drugs are allowed on the University of Utah campus.
- When finished, your organization is responsible for turning out lights when you leave the dressing room areas.
- Outside doors must not be propped open at any time.
- Do not post notices, tape any messages, or write on woodwork. Postings on walls must have prior approval.
- No food or liquids (except water) are allowed in the theatre, lobby, studios, dressing rooms, or carpeted areas.
- The selling or distribution of food must have prior approval of the administration and included in the rental agreement at the time of signing. No food is allowed in the theatre or studios.
- 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.

**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.
- Do not deface seats or any part of the theatre; feet are not to be placed on the theatre seats.
- 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.

**Backstage Area:**

- All performers should enter and exit through the stage door.
- All performers must use the dressing rooms to apply makeup. Changing is to be done in the dressing room or studio 60 with changing tents (no makeup or hairspray is to be used in the studio). Do not use public restrooms for this purpose. Please be courteous when sharing spaces with our students or other rentals. Only makeup can be used in the building; no paints of any kind may be used in any areas of the building.
- 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, backstage, 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.

**STUDIO USE:**

The studios are rented separately from the theatre. Studio 60 is mandatory when renting the theatre. Street shoes should be removed when entering the studios. No food or drink is allowed and no makeup or hairspray is to be used in the studio. One Authorized Adult is to be stationed with the studio to monitor students.