

## STUDIO 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 “The Renter” for the purpose of renting certain portions of the Marriott Center for Dance 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. If the renter changes dates and times of the rental after a contract has been sent to them to sign, making it necessary for a new contract to be written, an additional \$20.00 processing fee will be charged for each time the contract is edited.

**\*\* Mandatory information TO BE COMPLETED BY THE RENTER.**

### 1. SUMMARY OF RENTAL

<b>Date:</b>	<b>Time:</b>	<b>Time:</b>	<b>Time:</b>
<b>Date:</b>	<b>Time:</b>	<b>Time:</b>	<b>Time:</b>
<b>Date:</b>	<b>Time:</b>	<b>Time:</b>	<b>Time:</b>
<b>Date:</b>	<b>Time:</b>	<b>Time:</b>	<b>Time:</b>
<b>Date:</b>	<b>Time:</b>	<b>Time:</b>	<b>Time:</b>
<b>Event Title:</b>			
<b>Renter’s Representative/ Contact Name:</b>			
<b>Renter’s Address:</b>			
<b>Telephone Number:</b>			
<b>Email:</b>			
<b>Estimated number of Participants</b>	<b>Minors</b> _____ <b>Age Range</b> _____	<b>Adults</b> _____	
<b>**Liability waivers must be Completed and submitted for all participants. See exhibit C-1 &amp; C-2</b>			
<b>**Authorized Adult Full Name(s):</b>			
<b>**Background Check Completed</b>	<b>**Date: (MM/DD/YY)</b>	<b>**University Minors on Campus Training Completed</b>	<b>**Date: (MM/DD/YY)</b>
<b>TOTAL ESTIMATED COSTS (H):</b>			
		<b>\$</b>	

<b>Office Use Only:</b>	
Deposit Amount \$ _____ Ck# _____ Date Received: _____	Insurance Certificate Received: _____ Insurance Due with signed contract
Estimated Balance \$ _____ Ck# _____ Date Received: _____	MoC Registration Completed: _____ To be done once contract is signed by VP
Additional Charges \$ _____ Ck# _____ Date Received: _____	Custodial Scheduled: _____
	Doors Scheduled: _____

**Contact information: Glenda Staples ,**Phone: 801-585-5527 Fax: 801-581-5442  
**Email: glenda.staples@utah.edu**

- A. Description of the Building: **The Marriott Center for Dance.**
- B. Studios are reserved on a first come basis and in accordance to the School of Dance criteria for building usage policy. All rentals must be related to the Arts.
- C. **\$60 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.**
- D. **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>
- E. **Other Provisions:**  
\_\_\_\_\_  
\_\_\_\_\_

**F. Base Rent and Service Fees.**  
Fifty percent of the total studio rental amount (including rehearsals) shall be due, in advance, upon signing of the contract as a rental deposit (the **“Rental Deposit”**). Certificate of Liability is due with signed contract. 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.**

**G. ESTIMATED COSTS:**

**Administrative Fee:                   \$60.00 Due upon consultation non-refundable\***

**Base Rent:                               \$ \_\_\_\_\_**

**Authorized Adult/Building  
Supervisor Fees:                   \$ \_\_\_\_\_**

**Cleaning Fee:                         \$ \_\_\_\_\_**

**Miscellaneous Fees:               \$ \_\_\_\_\_  
  \$ \_\_\_\_\_**

**TOTAL                                     \$ \_\_\_\_\_**

**Rental Deposit:                       \$ \_\_\_\_\_**  
(Due within 10 working days of contract agreement)

**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.**

## 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 G). 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 studio rental amount 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 "U of U 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 (see <http://regulations.utah.edu/general/1-015.php>), 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 agrees to have all participants sign a Liability Waiver for Non U of U Event or Activity being held on campus [substantially in the form attached hereto as Exhibit C/or/available at: <https://youthprotection.utah.edu/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 University contact listed in Exhibit C (as applicable, Exhibit C-1 for minor participants and Exhibit C-2 for adult participants). with copies of all participant waivers within five business days of the Event start date.

**13. INSURANCE/BACKGROUND CHECKS.**

Renter shall have in force commercial general liability insurance coverage (\$1,000,000/\$2,000,000) 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 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. (\*Further explanation)

Background checks MUST have been completed within 3-years of the rental. 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. Volunteers who will not directly supervise minors need only to complete the Minors on Campus training, however there MUST be an Authorized Adult who has had the background check supervising these volunteers. The School of Dance will determine the minimum number of Authorized Adults/Authorized Volunteers needed using best practices criteria. A School of Dance employee, Authorized Adult is mandatory for all rentals.

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. **A copy of the COI is to be submitted with your signed contract for VP review.**

#### **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.**

Renter acknowledges that the Utah Indoor Clean Air Act prohibits smoking within all indoor public buildings. Smoking or vaping within the building by any person, including without limitation Renter, its invitees, and guests, is prohibited. As of July 1, 2018 the University of Utah campus is a smoke free campus.

**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.
- J. **Contract adjustment Fee:** If the renter changes dates and times of the rental after a contract has been sent to them to sign, making it necessary for a new contract to be written, an additional \$20.00 processing fee will be charged.

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: \_\_\_\_\_  
 School of Dance Administration Representative

RENTER

**\*\*SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

Printed 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) (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) (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 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 School of Dance.

10. CONTROL OF BUILDING - The Building and Premises, including keys, shall be at all times under the control of 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 School of Dance 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 building during 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 or hallways.**

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) (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.

16. Participants in the event shall only occupy areas for which they have a signed rental agreement or common areas associated with the Studio 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.

17. EVACUATION OF PREMISES – Renter shall be charged one-half hour before and one-half hour following the projected end time of an 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.

Renter's Authorized Adult must remain on premises until the building is vacated and they are released to leave by the School of Dance Authorized Personnel.

18. Contract shall be signed and initialed with pen in the designated areas to be valid.

EXHIBIT B

MARRIOTT CENTER FOR DANCE  
UNIVERSITY OF UTAH  
RENTAL INFORMATION SHEET

RENTAL PROCEDURES

- A REQUEST FOUND AT <https://www.dance.utah.edu/about-us/facility-rentals> FROM THE RENTER SHALL BE SUBMITTED A MINIMUM OF **30-DAYS PRIOR** TO REQUESTED RENTAL DATES.
  - 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.)
  - 5) SERVICES REQUESTED
- ONCE REQUEST IS RECEIVED, AVAILABILITY OF THE DATE WILL BE VARIFIED BY EMAIL AS SOON AS POSSIBLE. UPON YOUR RESPONSE TO HOLD THE SPACE, A TEMPORARY HOLD WILL BE ENTERED FOR YOUR DESIRED DATE/TIME. NO CONTRACTS OR BIDS WILL BE DONE UNTIL THE NON-REFUNDABLE DEPOSIT IS RECEIVED AS THERE IS A COST RELATED TO THESE SERVICES. THERE IS A SAMPLE COMTRACT AT <https://www.dance.utah.edu/about-us/facility-rentals> SO YOU CAN ESTIMATE WHAT THE RENTAL WILL COST.
- THE RENTAL DEPOSIT AND/OR PAYMENT OF 100% OF THE ESTIMATED RENTAL 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.
- PERFORMANCES HELD IN STUDIOS ARE CHARGED AT A HIGHER RATE THAT THOSE LISTED BELOW AND ARE SUBJECT TO ADDITIONAL REGULATIONS AND PROCEDURES.
- MAXIMUM STUDIO CAPACITY FOR REHEARSALS, AUDITIONS, AND WORKSHOPS ARE AS FOLLOWS:

STUDIOS 40 & 240	60 PARTICIPANTS PER SESSION + INSTRUCTOR(s)
STUDIOS 20, 60, 220, 260	50 PARTICIPANTS PER SESSION + INSTRUCTOR(s)
STUDIO 262 (low ceiling)	15 PARTICIPANTS + INSTRUCTOR

**RENTAL RATES** (Does not apply to performances in the studio space. Rehearsal, audition, and workshop space rates only.)

• **MARRIOTT CENTER FOR DANCE STUDIO:**

GENERAL RATES PER STUDIO		CURRENT SCHOOL OF DANCE FACULTY OR STUDENT		UNIVERSITY OF UTAH ENTITY/ALUMNI/ASSOCIATED COMPANY	
Anyone that does not fall under the U of U Entity or Current School of Dance Faculty/Student designation. Space usage must be associated with the ARTS.		Must currently be on the School of Dance faculty payroll or be currently enrolled in Ballet or Modern Dance major classes.		* Faculty currently teaching at the University of Utah in an academic department as long as it is during their paid teaching semester. (AOCE faculty are not eligible.)	
				* University of Utah School of Dance, Department of Ballet & Modern Dance Alumni. Must have graduated with a BFA or MFA in Ballet or Modern Dance	
				* Ballet West, CDT, RDT, Ririe Woodbury, SALT Contemporary, or other professional companies in collaboration with the U of U SoD.	
				* Visiting Universities or organizations as determined by the School of Dance Director	
GENERAL RATES PER STUDIO	Amount	CURRENT SCHOOL OF DANCE FACULTY OR STUDENT	Amount	UNIVERSITY OF UTAH ENTITY/ALUMNI/ASSOCIATED COMPANY	Amount
Registration (Hallway Space)	\$15/Hour	Registration (Hallway Space)	N/A	Registration (Hallway Space)	N/A
Each Studio	\$35/Hour	Each Studio	\$15/Hour	Each Studio	\$20/Hour
M - F Per Day (Max 8 hours)	\$225	M - F Per Day (Max 8 hours)	\$95	M - F Per Day (Max 8 hours)	\$125
M - F Per Day (Hours Over 8)	\$35/Hour	M - F Per Day (Hours Over 8)	\$15/Hour	M - F Per Day (Hours Over 8)	\$20/Hour
Saturday/Sunday (Max 8 hours)	\$250	Saturday/Sunday (Max 8 hours)	\$95	Saturday/Sunday (Max 8 hours)	\$145
Saturday/Sunday (Hours over 8)	\$35/Hour	Saturday/Sunday (Hours over 8)	\$15/Hour	Saturday/Sunday (Hours over 8)	\$20/Hour
M - F Weekly Rate (Max 8 hours per day)	\$1,000	M - F Weekly Rate (Max 8 hours per day)	\$400	M - F Weekly Rate (Max 8 hours per day)	\$600
M - F Per Day (Hours Over 8)	\$35/Hour	M - F Per Day (Hours Over 8)	\$15/Hour	M - F Per Day (Hours Over 8)	\$20/Hour
ADDITIONAL FEES		Additional Fees apply to all rental categories. * Indicates this is a mandatory fee.			
* Administrative Contract Fee. Includes building opening ½ hour prior & building closing ½ hour after on first day of rental.	\$60	*Additional Contract Changes after Contract Review	\$20	*Administrative Authorized Adult/Building Supervisor. Additional day building opening & closing will be charged at this rate. (Does not apply to current faculty)	\$40/hour
*Cleaning Fee (up to 3 studios)	\$75 /day	Musicians (We arrange & pay accompanist.)	\$75/hour	Piano without Musician (you provide accompanist.)	\$10/hour
Sound System per studio	\$10/hour	Additional Tables (2 included)	\$10	Additional Chairs (4 included)	\$2/each
				U of U Background Check	As billed by HR

- ALL PERSONNEL CHARGES WILL BE PAID BY THE RENTER IF RENTAL IS NOT CANCELLED IN WRITING A MINIMUM OF 7 Working Days PRIOR TO THE EVENT.

**Exhibit C-1**

**MUST BE COMPLETED FOR MINORS AND ADULTS PARTICIPATING (not for audience)**  
**ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**  
**IMPORTANT: THIS IS A LEGAL DOCUMENT, PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING**

This Agreement must be completed and returned to the University of Utah School of Dance in order to participate in the activities associated with the SCHOOL OF DANCE at the Marriott Center for Dance, University of Utah Asia or Utah Campus.

Participant (print full name): \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Parent/Guardian \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency phone number(s): \_\_\_\_\_

*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:

\_\_\_\_\_  
\_\_\_\_\_

**For Adults over the age of 18 (If a minor please complete side 2 in addition to this page.)**

**ASSUMPTION OF RISK**

I, the undersigned, am the Participant named above. I am familiar with the curriculum and the activities which take place in the above named Program at the University of Utah (the "Program"). My participation in the Program 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 Program 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 Program, 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 Program 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 Program, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

The University of Utah recognizes the seriousness of concussions and head injuries and takes seriously its obligation to address concussions that occur during University sponsored activities. The Utah Protection of Athletes with Head Injuries Act requires "amateur sports organizations," which may include the University of Utah, to adopt and enforce a concussion and head injury policy/guideline for minors who participate in a University of Utah sporting event. I understand the policy G1-015 located at <https://regulations.utah.edu/info/policyList.php>

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

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 Program 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 **(18 year old or older)**

\_\_\_\_\_  
Date

**Exhibit C-2**

**Minors: Participants under age 18 must have signatures from both the participant and the parent/legal guardian.**

**MINOR PARTICIPANT INFORMED CONSENT**

I, the undersigned, am the Participant named on page 1. I am familiar with the curriculum and the activities which take place in the above named Program at the University of Utah (the "Program"). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program, which may expose me to illness, injury or death. Knowing of these risks, I freely and voluntarily participate in the Program.

I am also familiar with the rules of conduct and University policies relating to this Program. I agree to abide by the all of the operating procedures, including safety procedures outlined by the Program instructor, plus any directions given to me by an authorized University employee during the course of the Program.

(Signature of Minor Participant 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 curriculum and the activities which take place in the above named Program and hereby give consent for the Participant to participate in the Program. I understand that participation in the Program can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program, 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.

The University of Utah recognizes the seriousness of concussions and head injuries and takes seriously its obligation to address concussions that occur during University sponsored activities. The Utah Protection of Athletes with Head Injuries Act requires "amateur sports organizations," which may include the University of Utah, to adopt and enforce a concussion and head injury policy/guideline for minors who participate in a University of Utah sporting event. I understand the policy G1-015 located at <https://regulations.utah.edu/info/policyList.php>

I hereby give my express consent in the event of injury for the University to obtain for the Participant 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 Program.

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 Program. 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 Program 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

**(If participant is a minor and this is not signed by the legal guardian or parent they will not be allowed to enter the studio/stage area until we get a signed copy of the waiver.)**

Emergency Contact Name and Relationship to Participant

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, regulations, and procedures.

### **BUILDING:**

- ❑ 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. Should you use office personnel you will be charged for their time at the \$40/hour rate.
- ❑ Minor participants must have an Authorized Adult supervising them at all times. \*see item 12.
- ❑ No smoking, alcohol, or drugs are allowed on the University of Utah campus.
- ❑ At the completion of your performance, your organization is responsible for turning out lights when you leave the studio and 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 of the administrative authority.
- ❑ Adult supervision **must be provided** at all times. Participants and guests should not be allowed to run through the hallways, lobby area, back stage, stairwells or floors not directly associated with the rental.
- ❑ The use of rosin is prohibited in ALL spaces.
- ❑ Hair spray, and lotion is prohibited in the studio space. Additional cleaning fees will be charge if these are used inside the studio.
- ❑ **No food or liquids (with the exception of water) are permitted in the theatre, lobby, studios, dressing rooms, or any carpeted area. Violation may result in a \$300 fine.**
- ❑ All dancers should use the dressing rooms to change and apply make-up. If there is a theatre rental on the day of your studio rental the dressing rooms are reserved as part of the theatre rental. Please be courteous when sharing spaces with other rentals. Only make-up can be used in the building. **NO PAINTS OF ANY KIND MAY BE USED IN ANY AREAS OF THE BUILDING.**
- ❑ The selling or distribution of food must have prior approval of the administration and be included in the rental agreement at the time of signing. **NO FOOD IS ALLOWED IN THE STUDIOS!**
- ❑ You and your organization are responsible for picking up trash and debris left by your patrons after your rental is completed. This includes the studio, 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 inside the studio.
- ❑ Contact the School of Dance employee assigned to your rental if you observe anyone not abiding by the guidelines set forth.
- ❑ Any use of the theatre must be arranged through a separate rental agreement.
- ❑ Silence must be strictly maintained in the hallway behind the theatre.

### **BUILDING PERIMETER:**

- ❑ If your participants eat outside, it is your responsibility to make sure all trash is placed in the dumpster or garbage cans.
- ❑ There is NO SMOKING or VAPING allowed on the University campus.

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 Studio(s). 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.

\_\_\_\_\_ Date \_\_\_\_\_  
**\*\*SIGNATURE**  
Rental Organization Representative

\_\_\_\_\_ Date \_\_\_\_\_  
Signature  
Marriott Center for Dance Representative

\_\_\_\_\_ Date \_\_\_\_\_  
Signature  
University of Utah Vice President