

Contract#

This Facility Use Agreement (“Agreement”) is entered into between Park City School District (“PCSD”), owner of the Eccles Center for the Performing Arts (“Eccles Center”), and (“USER”).

User Name (Individual/Entity):

Primary Phone:

Secondary Phone:

Primary Contact Person:

FAX:

Billing Address:

Email:

Website:

By signing below USER agrees to the terms and conditions of this Agreement.

1. Grant of License/Permit. PCSD grants a limited, revocable, non-assignable, non-transferable, license and permit to use and occupy that portion of the Park City School District premises, as further described herein (the “Facilities”), for the periods of time identified herein (the “Rental Period”) and for the identified Event, all in accordance with the terms set forth herein. The only services provided by PCSD (the “Services”) shall be as identified herein. A schedule of USER charges (“Charges”) is set forth in “Exhibit A”. Estimated Charges in connection with this Agreement are set forth below. USER agrees to pay to PCSD the Estimated Charges, plus any additional Charges incurred in connection with the performance of this Agreement.

Event Name:

Permitted Facilities:

Dressing Rooms:

Rental Period(s):

Usage Time(s):

Production Description:

Production Date(s):

Production Time(s):

PCSD Services:

Estimated Charges from Exhibit A:

Contract #:

2. Right to Use Facilities. USER understands and agrees that the Eccles Center and Facilities identified herein are part of Park City High School and that while USER shall have the right of ingress and egress through the halls and corridors of the Eccles Center, USER acquires no other rights to use any other part of Park City High School other than the parts specified in the “Facilities” section of paragraph 1, above. USER agrees to coordinate with PCSD any use of and set up of lobbies, halls, and corridors and to clear them after the Event. In no circumstance shall lobbies, halls, or corridors be obstructed.
3. Purpose. USER represents that the Facilities are being rented for the purpose of the

Contract#

- Event, and for no other purpose whatsoever. Any party, person, organization, society, group, or assemblage of persons using any portion of the Facilities in a manner contrary to, or violating any of the terms, conditions, and/or provision of this Agreement, may thereby become automatically barred from any further or immediate use thereof, and may be removed therefrom, and any permit issued or agreement made for such use may be immediately canceled and deemed null and void, in addition to any other remedies available to PCSD.
4. Deposit. USER agrees to pay a non-refundable deposit to PCSD in the amount of the Estimated Charges to confirm reservation upon execution of this Agreement (less any amount already paid to PCSD under an applicable Hold Agreement). The deposit must accompany this Agreement. Unless a separate Hold Agreement has been previously signed by PCSD, reservation is not guaranteed until the deposit and signed Agreement are received and countersigned by PCSD. Upon execution of this Agreement by both parties, this Agreement supersedes and replaces any Hold Agreement. Both the hold fee and deposit will be applied to the final Charges.
 5. Payment. Within fourteen (14) days of completion of the Event, PCSD shall submit a final invoice to USER for all Charges, itemized to show any costs for charges in excess of the Estimated Charges set forth in Exhibit A. The final invoice shall be paid by USER within thirty (30) days of submission. Any invoices not paid within ninety (90) days will automatically be sent to collections.
 6. Cancellation. USER may cancel the Event and receive a return of its full deposit, less any non-refundable Hold Fee, up to 48 hours in advance of the Event. Cancellation must be submitted in writing at least 48 hours in advance of the Event. In the event USER fails to provide at least 48 hours advance written notice of cancellation, USER agrees that PCSD shall be entitled to retain all deposits previously paid to PCSD. USER agrees that this loss of deposit is a reasonable estimate of damages incurred by PCSD and not a penalty. PCSD may cancel this Event if the facility is needed for a Park City School District purpose. If PCSD cancels Event, USER agrees that the only remedy available to USER is rescheduled use of the Facilities as mutually agreed by the Parties or refunding of the deposit paid to PCSD.
 7. USER Technical Staffing. USER agrees to hire, coordinate, and pay all technical staff required for all aspects of the Event. USER may hire all technical staff from approved vendors. The number of staff required for safe operations will be determined in partnership between the USER and PCSD no less than 14 days previous to the Event. USER may request use of an alternative crew source provided USER informs PCSD in writing no less than 21 days before the Event and provides references of the crew members no less than 7 days before the Event. PCSD reserves the right to remove any crewmember before, during, or after the event if PCSD staff observes any unsafe practices or has any concerns whatsoever.
 8. USER Ushers and FOH Staff. USER agrees to hire, coordinate, and pay all Ushers and Front of House (“FOH”) staff required for the Event. The number of staff required for safe operations will be determined in partnership between USER and PCSD no less than 14 days before the Event. Volunteer staff will be accepted so long as all Ushers and FOH staff attend a 30 minute training previous to house opening and are appropriately uniformed for easy recognition. USER will provide any necessary training. PCSD staff reserves the right to remove any Usher or FOH staff if an unsafe practice or violation of the Agreement is observed.
 9. USER Equipment. Except as specifically agreed upon herein, USER shall be responsible

Contract#

- for provision of and set up, tear down, and supervision of all equipment or materials provided by USER during the Event and PCSD is in no way responsible for USER's equipment or handling thereof. All equipment must be safe in operation. PCSD reserves the right to ban any equipment for safety concerns. USER is responsible to provide and coordinate any additional equipment required by the artist's contract at USER's expense.
10. USER Information. USER will provide PCSD with all information and/or requests for equipment/ personnel in writing. USER will complete a questionnaire provided by PCSD or provide a technical rider from which PCSD may pull information concerning the Event. Any requested changes to these requirements are subject to the approval of PCSD and must be made 7 days prior to the first rehearsal or performance. Otherwise, PCSD reserves the right to proceed according to the originally specified needs.
 11. Damages & Post-Event Surcharges. USER has inspected the Facilities and warrants to PCSD that the Facilities are acceptable and appropriate for the Event. USER accepts full responsibility for all conditions on the premises that can be identified by reasonable inspection. The Facilities may not be altered in any manner, e.g., by driving nails or screws, fastening materials to existing structures, affixing non approved tape or other adhesives to walls or floors, etc. USER shall be responsible for any and all damage to the Facilities caused by the conduct of any person attending or participating in the Event covered by this Agreement. At the end of the Rental Period, USER must return the Facilities to PCSD in the same condition in which they were found at the beginning of the Rental Period. This includes, but is not limited to, restoration of Facility lighting to repertory plot and focus, and proper storage of all audio, video, and scenic equipment. Any deviations from return to original set-up of the Facility must be approved by PCSD. Aside from normal wear and tear, any damage or losses resulting from the Event will be assessed to the USER on the basis of actual cost of repair and/or the replacement, as determined by PCSD in its reasonable discretion. Failure of USER to return to repertory condition will result in a labor surcharge of \$60.00 per hour for all hours required to complete restoration.
 12. Limitation of Liability. PCSD does not accept any responsibility for the supervision, direction, or control of the Event. It is understood that USER is independent from PCSD and shall in no way be construed as an employee or agent of PCSD and USER agrees to assume all liabilities normally accruing thereto. USER fully understands and agrees that PCSD is not in any way responsible for any loss suffered by USER in the promotion of the Event, use of Services or the Facilities. USER specifically waives any claim against PCSD, its board members, officers, employees, agents, and volunteers for any loss USER may suffer as a result USER's use of the Facilities, condition of the Facility (including but not limited to any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system or electrical system leading to or on the Facilities) or negligence on the part of PCSD.
 13. Indemnification. USER agrees to defend, indemnify, and hold harmless PCSD, its board members, directors, officers, employees, agents, and volunteers from and against any and all liability, lawsuits, or other claim for injury, loss, damages, or expenses of any kind, including attorney's fees and costs, arising out of or in any way connected with this Agreement or the use of the Facilities by USER, its employees, agents, volunteers, or any third party attending or otherwise participating in the Event. This indemnification is expressly understood by USER to extend to claims arising from the negligence of PCSD. This clause shall survive the termination of this Agreement.
 14. Governmental Immunity. PCSD is a governmental entity under the Utah Governmental

Contract#

- Immunity Act (“Act”). Nothing in this Agreement shall be deemed as a waiver by any party of the defenses, rights or protections provided by the Act nor shall this Agreement be construed with respect to third parties as a waiver of any governmental immunity to which PCSD is otherwise entitled.
15. Taxes. USER shall pay and maintain record of all sales and use tax that may be incurred in the process of sponsoring and promoting the Event for which the Facilities have been leased.
 16. Third Parties. It is understood and agreed that any contract between USER and any third party(s) sponsored by said USER shall be subject to any and all terms of this Agreement. However, nothing in this Agreement is intended to confer any rights to any third party.
 17. Insurance. USER agrees to provide Comprehensive General Liability insurance coverage for the period of time set forth in Section 1 in the minimum amount of \$1,000,000 per person, \$3,000,000 in the aggregate, and \$1,000,000 in property damage. This insurance must be primary coverage naming Park City School District, its Board of Education, and its officers and employees as additional insureds and may not contain terms allowing the insurer to be subjugated to the rights of any injured or damaged person or entity insofar as a person or entity may have claims against PCSD. USER must provide PCSD with a certificate of insurance and an endorsement evidencing this insurance coverage and PCSD’s additional insured status no later than ten (10) days prior to USER’s use of the Facilities. USER may obtain satisfactory event insurance through the State of Utah’s broker. Please contact PCSD for information. Failure to provide such documentation will render this contract null and void.
 18. Copyright. USER represents and warrants that all copyrighted material to be performed in connection with the Event has been duly licensed to USER or that USER’s use has been otherwise authorized by the copyright owners or their representatives. USER agrees to indemnify and hold PCSD harmless from any and all claims, losses, or expenses against it arising from or relating to USER’s breach of this paragraph.
 19. Use of School District Name/Trademarks/Intellectual Property. USER may not use or infringe on PCSD’s intellectual property, including the name, marks, logos, trademarks, or right of publicity, without written permission. Request for use of PCSD’s intellectual property, must be submitted to PCSD’s Public Information Office in advance. Any use of PCSD’s intellectual property must be consistent with PCSD policies regarding marks and branding. USER may not in any way create the appearance or impression that PCSD endorses the Event, unless otherwise agreed in writing. Disclaimers to that effect must be prominently displayed at the Event.
 20. Food. No food or drink is allowed into the auditorium with the exception of bottled water in non-glass bottles. If USER desires to sell food or beverage concessions in the lobby during the Event, USER must demonstrate staffing solutions sufficient to prevent food and prohibited beverages from entering the auditorium at least 7 days before the Event. USER accepts responsibility for the cost of additional cleaning or repair caused by food and beverage. PCSD reserves the right to cancel food/beverage sales at any point.
 21. Merchandise. USER is solely responsible for the handling, display, and sales of all merchandise. PCSD accepts no responsibility for claims resulting from the sale of Merchandise. All merchandise must meet the Utah Safe Schools Policy standards.
 22. Acts Beyond the Control of the Parties. If, by reason of fire, action of the elements,

Contract#

natural or man-made catastrophe, equipment failure or similar other cause which is not due to the actions of a party and is beyond the control of the parties, which for said reason the Event must be canceled, then each Party agrees to release the other from any and all claims, demands, agreements, and liabilities whatsoever that each may have had, except PCSD shall be obliged to refund to the USER any advance deposit made by the USER to PCSD, less any costs already expended by PCSD for the Event. Pursuant to the foregoing, PCSD reserves the right to cancel the Event at any time due to a community health concern, including but not limited to COVID-19, or other communicable disease outbreak.

23. Rules/Laws. USER shall use and occupy the Facilities in a safe and careful manner and shall comply with all applicable city, county, state and federal laws, and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the rental period. All technical and logistical operations will follow industry best practice. Operational questions may be referred to PCSD Staff. It is the responsibility of USER to assure they are aware of and follow industry best practice.
24. Safety. USER will provide appropriate amount of personnel and supervision for all activities to ensure the safety of the Event, all individuals, and the proper functioning of USER equipment. USER will use all necessary and appropriate safety precautions at all times. USER is solely responsible for the conduct and activities of its agents, officers, employees, partners, volunteers, participants, technical staff, and guests. PCSD reserves the right to have persons at the Event or facility to protect PCSD's interests and monitor compliance with the terms and conditions of this Agreement and PCSD policies, rules and guidelines, however, USER understands and agrees that by doing so PCSD undertakes no duty of care. USER agrees to comply with requests and directions of PCSD personnel, the Event Technical Director or House Manager and acknowledges that a failure to do so may result in revocation of USER's right to use the facilities. With no penalties, additional fees, or risk of breach of the Agreement, and in addition to any other remedies available to it, PCSD, at its sole discretion, may revoke this license to access PCSD property without notice and immediately escort any agents, officers, employees, partners, volunteers, participants, and guests from and/or eliminate access to PCSD property when, in PCSD's sole discretion, the USER or any agents, officers, employees, partners, volunteers, participants, technical staff, and guests: (i) exceeds the scope of this license; (ii) violates any applicable USER or PCSD policy; (iii) gives reasonable cause to believe applicable law has been violated; (iv) fails to reasonably and promptly resolve PCSD concerns with agents, officers, employees, partners, volunteers, participants, and guests; (v) materially breaches this Agreement; or (vi) when there is any safety concern or risk of damage to persons or PCSD property.
25. Pyrotechnics/Open Flame/Smoke Effects Prohibited. At no time will any form of pyrotechnics, open flame, or smoke effect caused by combustion be allowed in the Facilities.
26. Strobe Lighting and Fog Effects. Any use of a strobe lighting effects or fog type effect requires both signage at all audience entrances and pre-show announcement. Fog effects require a full test no less than two hours before performance, but not during school hours. Fog effects shall not be permitted if the two-hour test requirement cannot be met in the period of time available after school and prior to commencement of the Event.
27. Non-discrimination. USER shall comply with all applicable local, state and federal laws and regulations and PCSD policies regarding non-discrimination in connection with its use or occupancy of the Facilities. If any attendee or other participant needs special accommodations to participate in the activities of the Event due to a disability, USER will

Contract#

- be responsible for the provision of such accommodations. This may include, but is not limited to, closed captioning, interpretation services, special seating arrangements, etc. USER is solely responsible for asking participants for advance notice of any such needs, coordination of those efforts, and for all costs involved in the provision of such accommodations. If PCSD assistance is requested to help provide accommodations, PCSD will be notified no later than 20 business days in advance of the Event. PCSD will be reimbursed by USER for any costs of such assistance.
28. Drugs, Alcohol, Smoking. USER acknowledges that alcoholic beverages, illegal drugs, vaping, and smoking (or any representation of these activities) are not permitted in the Facilities or on school grounds as per Safe Schools Policies. USER agrees that PCSD has the authority to conduct a reasonable search of the Facilities if it has reasonable suspicion that illegal drugs or alcohol are present in violation of this provision. USER acknowledges that any such use or possession will constitute a breach of this Agreement and will result in the immediate eviction of any violators, including the removal of USER in its entirety at the discretion of PCSD. Violation of this restriction may result in fines assessed to USER.
 29. Security Charges and Medical Staff. All security and law enforcement shall be provided by the Park City Police Department in accordance with applicable rules at the USER's expense. Decisions regarding the need for additional security or medical services will be made in partnership between the PCSD and the USER and will be coordinated and provided at the USER's expense. Vendors providing additional security or medical services must be approved by PCSD no less than 14 days previous to the Event.
 30. Non-assignment. USER may not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of PCSD. If such consent is granted by PCSD, it is understood and agreed that any contract between USER and any third party shall be subject to any and all terms of this Agreement.
 31. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Utah, without regard to its conflicts of law rules. The parties agree that jurisdiction is appropriate in the State of Utah, which shall be the forum for any lawsuit arising from or relating to this Agreement.
 32. Successors. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the Parties hereto, their heirs, executors, administrators, successors and assigns.
 33. Entire Agreement. This Agreement constitutes the entire agreement relating to the subject matter hereof among the Parties hereto. Each Party acknowledges that no representation, inducement, promise or agreement has been made, orally or otherwise, by any other Party, or anyone acting on behalf of any other Party, unless such representation, inducement, promise or agreement is embodied in this Agreement expressly or by incorporation.
 34. Amendments. This Agreement may not be amended, and compliance with any provision of this Agreement may not be waived, except in a writing signed by all of the Parties hereto.
 35. Costs in the Event of Breach. In the event USER breaches any of the terms and conditions of this Agreement, USER agrees to pay all costs incurred in PCSD's enforcement of this Agreement, including reasonable attorney's fees and court costs.

Contract#

36. Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.
37. Notices. Any notice to either party hereunder must be in writing and shall be deemed given when sent by facsimile, electronic mail, mailed first class, certified or express mail, or hand delivered when addressed to the contact addresses set forth above. A Party's address for notice may be changed from time-to-time by written notice given to each of the other parties in accordance with this Section.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below by their duly authorized representatives.

USER (Entity Name):

Signature:

By (Authorized Representative Name):

Its (Title):

Date:

PARK CITY SCHOOL DISTRICT

Signature:

By:

Its:

Date: