

OGDEN AMPHITHEATER AND PLAZA FOR THE ARTS

General Information

Background Information

The Ogden Amphitheater is owned and maintained by Ogden City Corporation. Management of the facility is through the Arts, Culture and Events Division of the Community and Economic Development Department. The office is located at 2549 Washington Blvd. Ste. 914 Ogden UT 84401. Phone (801) 629-8547. Office hours are 8:00 am - 5:00 pm, Monday – Friday (closed holidays and weekends). The amphitheater is located in Municipal Gardens at 343 25th Street (corner of Washington and 25th)

Audience Area / Vendor or Exhibitor space

The Ogden Amphitheater is an outdoor venue with a 3,000 Sq. Ft front of stage area that has 273 fixed seats and space for ADA seating. -19,700 Sq. Ft of sloped grass area suitable for standing or festival seating. – 7,460 Sq. Ft. of cement/paver surface suitable for standing, festival seating or portable bleachers - 9,000 sq. Ft. of cement/paver surface wraps the North perimeter (covered arbor) suitable for standing or accommodating vendors or exhibitors. (110 power available). The North entrance paver area is 9,300 sq. Ft. suitable for sponsor exhibits, welcome receptions or other gathering needs. Standing Only capacity approx. 7300

Stage

Stage dimensions are approximately 35' wide x 30' deep. The front portion of the stage is a concrete floor and is approximately 35' wide and 15' deep. The rear portion of the stage is a composite wood floor approximately 35' wide and 15' deep. A roll-up door that is 38' wide and 20' tall separates the front and back portions of the stage.

Backstage.

The backstage area consists of staging areas and two large dressing rooms each with a heated restroom. Access to the backstage area may be gained through a man door and an 8' wide roll up door. The concession stand is accessed from backstage.

Equipment, Lighting, Sound and Projection

The Amphitheater has a lighting and a sound system suitable for most shows, outside agencies will be utilized to bring in additional equipment when necessary. Each show is unique and will be assessed individually to determine equipment requirements, necessary staff time and charges. The Amphitheater has a 20x20 screen with rear projection.

Public Restrooms

There are a total of 20 permanent toilets available at the Amphitheater, 4 of these are ADA accessible.

Other Amenities

Municipal Gardens (gardens & grassy area outside of the Amphitheater arena) is available for use in conjunction with the Amphitheater. A \$50 rental fee is charged for use of the gardens.

Access and Parking

Ample free parking is available in the following locations.

- 25th Street (diagonal and parallel street parking)
- 26th Street and Kiesel Avenue - Municipal Building parking lot
- 2550 Grant Avenue (free after hours & weekends only) – 2nd District Courthouse parking

General admission access to the facility is from 25th street and from the Municipal Building parking lot. Access to the back stage area can be gained through the rear of the facility from the Municipal Building parking lot on 26th Street.

**OGDEN AMPHITHEATER AND PLAZA FOR THE ARTS
RENTAL POLICIES AND REGULATIONS**

1. Every event at the Ogden Amphitheater requires a Special Event Permit
2. The Ogden Amphitheater is available for rent by organizations wishing to hold private or public functions. Deposits, fees, and rental requirements are required.
3. Use of the amphitheater for public events requires the sponsoring organization to provide a minimum of \$2,000,000 of liability insurance naming Ogden City Corporation, it's elected and appointed officials, employees, volunteers and agents as additional insured. Depending on the type and size of the function, this amount may be increased.
4. A non-refundable deposit of 50% of the total rental amount will be required in order to consider the facility reserved.
5. All fees and security/cleaning deposits must be paid a minimum of 14 days prior to the rental date.
6. Events that charge admission or have vendors selling food or wares require an Ogden City business license of (\$83.00). Each vendor must obtain a single-day special event business license (\$5.00).
7. Events that include vendors must meet all Weber/Morgan Health District requirements. Vendors are not allowed to dump grease, hot combustibles, briquettes or waste water on or near the grass or paver area. Hot cooking equipment must not be placed on lawn or pavers.
8. If all rental requirements are met and the facility is left clean and undamaged, all but \$50 of the security/cleaning deposits will be returned by check within 30 days after the event.
9. In the event there is damage to the facility or staff time is required to return the facility to an acceptable level of cleanliness, these charges will be deducted from the security/cleaning deposit. This process may require holding all or a portion of the deposits up to 30 days.
10. If the cost of damages and/or cleaning exceeds the deposits paid, the renter is financially responsible for those costs.
11. All decorations, fixtures, equipment and/or supplies will be removed from the facility immediately after the function is over.
12. All City, County, State and Federal laws and ordinances will be enforced.
13. Ogden City will have the authority to disperse any group for failure to comply with listed policies and/or laws governing the use of the facility.
14. No alcohol will be allowed during functions open to the public unless state and local permits have been obtained. Alcohol Permit Requirements:
 - Functions not open to the public (limited attendance to specifically designated guests) where there is no charge for alcohol: Utah DABC Permit NOT REQUIRED; Ogden City License NOT REQUIRED
 - Functions open to the public serving 3.2 beer only: Utah DABC Temporary Special Event Beer Permit REQUIRED; Ogden City Class E Single Event Beer License REQUIRED
 - Functions open to the public serving heavy beer, wine or liquor: Utah DABC Single Event Permit REQUIRED; Ogden City Class E Single Event Beer License REQUIRED

For more information:

http://abc.utah.gov/events/permit_events.html &
http://www.sterlingcodifiers.com/codebook/index.php?book_id=515§ion_id=755706

15. All alcohol consumption by patrons is to be confined inside the walls & fence of the amphitheater. No alcohol may be brought into the facility by patrons of an event. No “brown bagging”. No alcohol will be allowed in public restrooms. No alcohol shall be consumed, bought or sold on the rest of the Municipal Block. With approval and appropriate licensing alcohol may be sold at a temporary or portable bar inside the walls & fence of the Amphitheater.
16. Limited alcohol may be brought into dressing rooms, green rooms & VIP areas only with prior written consent from Ogden City.
17. Concessions: 3 options
 - We sell concessions at the window - Concessions services are available from Ogden City. If you wish to utilize this service, Ogden City will retain all proceeds from concession sales. Ogden City reserves the right to decline offering this service due to low expected attendance or available staff. No charge.
 - You sell concessions at the window – You can choose to use the concessions window for selling or serving your own food beverage or products, this allows you access to the food prep area of the kitchen, and sink basin for cleanup. No cooking or refrigeration equipment will be available. Temporary food warmers and coolers can be brought in. No alcohol can be sold at concessions window. A city staff member must be present during operating hours, a \$25 hourly rate will be charged.
 - You &/or vendors sell food and beverage from temporary or portable stations. The Amphitheater concessions window will remain closed. You will not have access to the kitchen or sink basin. No charge. Weber/Morgan Health Dept. requirements apply.
18. Restroom facilities are available at no charge, West restrooms can accommodate most events. East restrooms are available for larger events. A male and female restroom attendant must be present during operating hours. City staff can provide this service for a fee or you can provide your own. Names and contact info must be provided. If your restroom attendees don't show you will be charged for on call staff at overtime rates.
19. With the exception of service dogs, no animals are allowed in the facility.
20. No bicycles, roller skates, in-line skates, skate boards, scooters or any other human propelled transportation devices (excluding wheelchairs) are allowed within the facility.
21. Excluding motorized wheelchairs, no vehicles are allowed within the amphitheater perimeter unless special permission is obtained in advance from Ogden City.
22. State law prohibits smoking in any area of the amphitheater.
23. Some functions will require security personnel. The number of officers, type of officers (Police, Reserves or private security), and times required are at the discretion of Ogden City. Any private security used must be licensed, bonded and approved by Ogden City 7 days prior to the event.
24. All Rental conditions are general in nature and, based upon City review, additional requirements may be imposed.
25. Event will be required to be over by 10:00 p.m. and will be in compliance with all city noise ordinances and regulations. A Noise Ordinance Variance can be applied for in certain circumstances. Only partial safety lighting will be supplied after 10:00 p.m. to close the event.
26. Safety regulations require all gates to remain unlocked during any event to allow for emergency exit. If your event is a ticketed event and you plan to restrict people from entering through certain gates, you must provide security personnel at those gates. Security personnel can restrict people from entering but allow people to exit.

OGDEN AMPHITHEATER A.P.F.T.A. RESERVATION & RENTAL AGREEMENT

Ogden City Arts, Culture and Events Division
2549 Washington Blvd. Ste. 914
Ogden, UT 84401

Short Term Rental Agreement

This short term lease agreement made and entered into this ____ day of _____, 20__ by and between Ogden City Corporation, AS LESSOR, hereinafter called "CITY", and _____, Hereinafter called 'LESSEE', to lease the OGDEN AMPHITHEATER AND PLAZA FOR THE ARTS, which is owned by the City, solely on the dated indicated and solely for the specific purpose specified. The specific purpose is: _____. To be considered a scheduled event, and approved lease agreement and Special Event application must be on file with Ogden City Corporation. Ogden City reserves the right to deny approval of special events that do not comply with Ogden City ordinances and/or policies.

Rental Term

Setup Date: Day of week: _____ Month: _____ Day: _____ Time: (from) _____ (to) _____

Event Date: Day of week: _____ Month: _____ Day: _____ Time: (from) _____ (to) _____

Cleanup Date: Day of week: _____ Month: _____ Day: _____ Time: (from) _____ (to) _____

Cleaning Deposit

The LESSEE agrees to clean up inside the amphitheater and the park and parking areas. The LESSEE agrees to clean the amphitheater grounds free of all papers, cans glass metal or any other substance brought in by or accumulated due to the event. A cleaning deposit of TWO HUNDRED FIFTY (\$250.00) is required. If the amphitheater premises are left in a clean and satisfactory manner, TWO HUNDRED DOLLARS (\$200.00) of the cleaning deposit will be refunded to the LESSEE within thirty (30) working days after the event, subject to inspection and approval by the Public Ways and Parks Division. In the event the facilities are not cleaned, the LESSEE will forfeit the cleaning deposit. The CITY may assess additional charges if the cleaning deposit does not cover all expenses.

Restroom Maintenance

The CITY will provide clean and supplied restrooms for the event. LESSEE is responsible to see that the restrooms are cleaned, maintained and no damage of vandalism is done to fixtures therein during this time period. In the event that additional restroom facilities are deemed necessary by Weber County Health Department and or State of Utah regulations, the LESSEE shall be responsible for any additional charges to provide additional portable sanitary units to conform to Health Code requirements.

Concessions

See concessions section of the RENTAL POLICIES AND REGULATIONS (page 3) if alcohol is to be sold, proper licenses through the city and state must be obtained. For all food sales, a food handler permit is required and may be obtained from Weber County Health Department. The CITY may collect a percentage on all concessions and beer sold by LESSEE.

Insurance

Use of Ogden City Amphitheater and Plaza for the Arts requires the LESSEE to maintain for the duration of the lease, insurance against claims for injuries to person or damage to property that may arise from or in connection with lease agreements by LESSEE its agents, representatives, employees or subcontractors. LESSEE shall provide insurance not less than \$2,000,000 combined single limits per occurrence for bodily injury, personal injury and property damage. Limits of liability amount must meet City requirements before the lease agreement is approved. Insurance policy shall be written by a company licensed to do business in the state of Utah and acceptable to the City. Certificates of insurance together with appropriate endorsement shall be furnished to the city prior to the commencement of the agreement. The endorsement must also state that insurer shall provide 20-days written notice to additional insured for any changes to the policy, attn.: Ogden City Risk Manager, 2549 Washington Blvd. Suite 820, Ogden UT 84401. The City shall be furnished with original certificates of insurance and endorsements. LESSEE insurance shall be primary insurance and City insurance shall not contribute to it. LESSEE shall include all subcontractors and insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. LESSEE may be required to increase the liability insurance amount and secure additional insurance depending upon the type and size of the event.

Indemnification and Waiver of Claims by Lessee of Lessor

LESSEE agrees to defend, pay on behalf of, indemnify, and hold harmless Ogden City, its elected and appointed officials, employees, and volunteers and others working on behalf of Ogden City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Ogden City, its elected and appointed officials, employees, volunteers or others working on behalf of Ogden City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this lease agreement. LESSEE shall also indemnify the City and hold the City harmless from debts arising out of other contracts entered into by LESSEE, or from any liens or encumbrances.

Non-Assignability

This lease agreement is not assignable by the LESSEE either in whole or in part, nor shall the LESSEE sublet the leased premises or any part thereof without written permission of the CITY.

Notices

All notices herein required to be given or which may be given by either party to the other, shall be deliverable, in writing, to the following address:

City: Ogden City Arts, Culture & Events – 2549 Washington Blvd. Ste. 914 Ogden UT 84401

Lessee:

Cancellation Policy

This lease may be canceled by either party by providing written notice no later than seven (7) working days prior to commencement of the lease. LESSEE agrees to pay the CITY for and all costs incurred prior to a seven (7) day written cancellation of this rental agreement together with a fifty-dollar (\$50.00) cancellation fee. If the cancellation notice is less than seven (7) days, a 50% refund of total fees will be given.

Rental Fees

LESSEE agrees to pay the following rental fees and cleaning deposit for the lease and use of said facilities:

Deposit: _____ Total Estimated Fees: _____ Total: _____

(Please see "Fee Worksheet – (Page 4) of the RENTAL POLICIES AND REGULATIONS to calculate rental fees due)

These fees are estimations of the actual expenses based on current rates and past experience, and are subject to increase. In the event the fees are not adequate to pay the actual costs, LESSEE shall forthwith, upon billing, pay the CITY said excess amount within then (10) days from date of billing.

Rules and Regulations

LESSEE agrees to abide by all Amphitheater RENTAL POLICIES AND REGULATIONS, Ogden City and Weber County Ordinances, and State and Federal law.

Necessary Legal Action

In the event the LESSEE breaches the agreement and legal action becomes necessary to enforce the terms hereof, LESSEE agrees to pay all court costs and a reasonable attorneys fee. Failure to conform to the terms of this agreement, or other just cause may result in the CITY terminating this agreement at any time prior to the commencement of the lease.

LESSOR:
Ogden City, a Municipal Corporation

BY: _____
Tom Christopoulos, CED Director

ATTEST:

Tracy Hansen, City Recorder

LESSEE:
BY: _____
ITS: _____