

**UTAH VALLEY UNIVERSITY
USE OF PREMISES AGREEMENT**

This Agreement is made, effective as of _____ (the "Effective Date"), by and between Utah Valley University, a body politic and corporate of the State of Utah (hereinafter called "UNIVERSITY"), located at 800 West University Parkway, Orem, Utah, 84058 and _____ (hereinafter called "USER") whose business license or Employer Identification Number is _____ (the foregoing, individually, a "PARTY" and, collectively, the "PARTIES").

PURPOSE.

UNIVERSITY seeks to balance its mission of instruction, scholarship, and cocurricular activities with its commitment of service to the broader community of which it is a part. UNIVERSITY facilities exist for the primary purpose of education and use by faculty, staff, and students. When space availability allows, UNIVERSITY is committed to making its facilities available to groups and organizations outside UNIVERSITY whose purpose is consistent with the UNIVERSITY's mission.

In accordance with UVU policies, when an entity not affiliated with UVU is involved in an event on UVU premises, the entity must enter a Use of Premises Agreement with UVU unless the event is a University Event, meaning: (1) the event is planned and hosted by authorized UVU entities; (2) UVU determines the purpose and content of the event, plans and organizes the logistics, and communicates the event details directly with Event Services; and, (3) the purpose of the event is not to benefit or generate profit for an external entity.

This Agreement is entered into by the Parties in order to comply with UVU policies, and to schedule, arrange for payment, define responsibilities for all parties, and provide for any other duties and/or responsibilities arising from the use of the following UNIVERSITY premises (including all fixtures, equipment, and other associated items and UNIVERSITY property): _____ (the "Premises") located in the _____ (the "Facility"). For clarity, the term "Facility" refers to the UNIVERSITY location in which the Premises is located (e.g., the Smith Theatre premises is located in the UVU facility called The Noorda, the Grand Ballroom premises is located in the UVU facility called the Sorensen Student Center).

1. EVENT; DATE(S) OF USE.

Subject to the terms and conditions set forth in this Agreement, User shall have the limited right to use the above referenced Premises for the Event described in the following table (the "EVENT") on the dates specified in the table.

Description	
Dates	

Sponsoring University Entity ("UVU SPONSOR") (if the Event is a Co-Sponsored Event under UVU Policy 425)	
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If the EVENT is a Co-Sponsored Event, USER shall cause the UVU Sponsor to submit the schedule request for the EVENT to UVU Events Services, and shall ensure that a representative of the UVU SPONSOR is present for the duration of the EVENT.

If the EVENT is here characterized as a "Co-Sponsored Event," but the Event does not qualify as a "Co-Sponsored Event" under UVU Policy 425, USER shall have responsibility for payment of some or all of deferred fees.

If the EVENT is not a Co-Sponsored Event, but is an "External Event" under UVU Policy 425, USER shall submit a scheduling request for the EVENT by means of an authorized representative of USER.

If USER is a non-profit entity, USER shall show UVU documentation as proof of IRS501C3 and 170B1A status.

2. PAYMENT; EVENT SPECIFICATIONS.

The attachment to this Agreement sets forth the fee ("Fee") for the right to use and occupy the Premises, and for all other items specified in the Attachment (e.g., labor, equipment, services).

Payment of any deposit is due on the Effective Date. The remainder of the Fee is due upon receipt of UNIVERSITY'S invoice for the use of the Premises by USER.

If paying with a credit card, USER will be charged an additional 3% service fee. Except to any extent expressly stated to the contrary in this Agreement, USER will not receive refunds for any payments, including any deposits, made under this Agreement.

3. INDEMNITY AND INSURANCE.

USER agrees to indemnify, defend, and hold harmless the UNIVERSITY against any and all damage to person or property, including personal property and equipment, arising from the use of the Premises under this Agreement, **such damage including any damages from claims that could have been covered by USER causing the claimant to have executed the Participation Agreement described in Section 8 below.** USER agrees to maintain general liability insurance in an amount not less than \$1,000,000 per occurrence, \$3,000,000 aggregate and to name UNIVERSITY as an additional insured under the policy. USER must provide Proof of Insurance to UNIVERSITY two (2) weeks prior to the earliest date specified in Section **Error! Reference source not found.** USER assumes responsibility for any damage that USER or its employees, officers, agents, guests, volunteers, visitors, invitees, licensees, or contractors may cause to UNIVERSITY arising from the use of the Premises.

4. **PARKING.**

USER understands that the events scheduled hereunder may occur during regularly scheduled classes of UNIVERSITY, that many students will be competing for parking spaces in various facilities of UNIVERSITY, that not all parking is available to members of the general public, that UNIVERSITY may charge for parking in accordance with general practices or as agreed upon in this Agreement, and that UNIVERSITY cannot assure parking for all individuals who wish to attend the event(s) to be held in Premises scheduled hereunder.

UNIVERSITY shall seek to cooperate with USER in providing the best available parking arrangement, under the circumstances, that can be effectuated considering the limited parking space of UNIVERSITY. The cost of operation and maintenance of any parking facilities of UNIVERSITY shall be borne by UNIVERSITY, and any revenue received from said operation shall belong to UNIVERSITY.

5. **CAPACITY.** USER acknowledges and agrees that UNIVERSITY may establish capacity limits for the Premises, and may adjust those limits, taking into account factors such as USER's contemplated activities and layout for the Premises. UNIVERSITY will make commercially reasonable efforts to give USER advance notice of capacity limits. USER shall comply with capacity limits. UNIVERSITY may direct USER to terminate an ongoing event for USER's failure to comply with capacity limits, and USER shall immediately comply with any such direction.

6. **REPAIRS, ALTERATIONS, CLEANING, SECURITY.**

USER shall take good care of the Premises. All damage or injury to the Premises and other University property arising out of or relating to USER's use of the Premises (e.g., USER moving property in or out of the Premises, installing or removing of furniture, fixtures, short circuits; careless, neglectful, or improper conduct of USER or its employees, officers, agents, guests, volunteers, visitors, invitees, licensees, or contractors) shall be repaired, restored, or replaced promptly by USER at its sole cost and expense to the satisfaction of UNIVERSITY.

All such repairs, restoration, and replacements shall be in quality and class equal or greater to the original work or installations. If USER fails to make such repairs, restorations, or replacements, same may be made by UNIVERSITY at the expense of USER, and shall be paid by USER upon receipt of UNIVERSITY's invoice. UNIVERSITY reserves the right to accept or require payment for damages in lieu of actual repair.

If, in UNIVERSITY's sole discretion, UNIVERSITY must perform excessive cleanup of the PREMISES after USER's event, UNIVERSITY may assess a cleanup fee comprised of an hourly charge per UNIVERSITY employee, at then current UNIVERSITY rates.

If, in UNIVERSITY's sole discretion, UNIVERSITY must provide police coverage for USER's event (e.g., dances, concerts, marathons), UNIVERSITY may assess a security fee comprised of an hourly charge per University Police officer, at then current UNIVERSITY rates, with a four-hour minimum.

7. **MINORS ON CAMPUS.**

USER acknowledges and agrees that USER is subject to University Policy 704, "Minors on Campus and at University-Sponsored Events" (See Section 4.2 of University Policy 704, which is available at policy.uvu.edu), under which User is responsible and liable for the protection of minors that User supervises, or is responsible to supervise, in its events, programs, and activities relevant to this Agreement. USER shall provide training on and have proper procedures in place on how to properly supervise minors and report abuse of a minor, such training and procedures to establish at least the same scope and standard of care as University Policy 704 requires of University when University supervises minors. If, in University's sole discretion, University directs users to complete specified training and procedures relating to University Policy 704, USER shall comply with such training and procedures.

8. **USER'S PARTICIPANTS.**

USER shall make commercially reasonable efforts to cause all User guests, volunteers, visitors, invitees, licensees, or contractors (e.g., third parties entering agreements with USER as described in the second paragraph of Section 22) to fully execute UNIVERSITY's then-standard Participation Agreement, version for adults or minors, as applicable, and for each participant promptly deliver the executed Participation Agreement to UNIVERSITY in advance of the date(s) of use specified in Section 1. UNIVERSITY's Participation Agreement is available at <https://www.uvu.edu/riskmanagement/forms/index.html>. In its sole discretion, UVU may waive this requirement with respect to a participant, but solely by providing a written notice of waiver to USER.

9. **ASSIGNMENT.**

USER may not assign this Agreement or any obligation under this Agreement, or delegate any duty under this Agreement, without the prior written consent of UNIVERSITY.

10. **DISCRIMINATION.**

The parties to this Agreement shall comply with all applicable laws regarding equal opportunity in fulfilling this Agreement and shall in no instance discriminate against any person or group of persons on the basis of race, color, sex, national origin, religion, age, disability, or pregnancy related condition.

11. **RIGHT OF ENTRY.**

The UNIVERSITY Police, other University personnel, and local fire authorities, reserve the right to enter the Premises at any time during the use of the Premises by USER for health and safety purposes.

12. **OBSTRUCTIONS.**

USER shall not obstruct any sidewalks, doors, passages, or ways of access to or through the Premises.

13. **PROPERTY REMOVAL AND STORAGE.**

USER agrees to remove all personal property from the Premises not later than three hours from the End Time. If USER fails to remove such property, the UNIVERSITY reserves the right to remove the property and store it at USER's expense. The USER agrees to hold the UNIVERSITY harmless for any damage to the property arising from the removal or storage of the property.

14. **LIMITATIONS ON USE OF PREMISES.**

The Premises may not be used for any unlawful, illegal or immoral activities or purposes. USER shall not allow any liens to be placed upon the Premises and hold UNIVERSITY completely harmless from any such liens.

15. **OTHER SERVICES.**

In addition to the services described in the foregoing Sections, UNIVERSITY will perform any other service specified as UNIVERSITY's obligation in the Attachment.

16. **SPECIAL EQUIPMENT.**

In addition to any equipment specified in the foregoing Sections, UNIVERSITY will provide any other equipment specified as UNIVERSITY's obligation in the Attachment.

17. **SIGNAGE AND MARKETING.**

USER shall be allowed to place signs advertising USER's event on the Premises, but only after having provided UNIVERSITY with copies of the signs, the number, size, and quality of each sign proposed to be placed on the Premises. All signage must be in compliance with any Facility and University policies, and acceptable to the University at its sole discretion. USER agrees to use the Premises as they are and will not hang anything on walls unless permission is granted by UNIVERSITY facilities personnel.

All Event marketing must clearly advertise the identity of USER and include the UVU Sponsor's department logo. USER shall obtain UVU's approval of all marketing materials promoting the Event from the UVU Sponsor.

18. **COMPLIANCE WITH LAWS AND POLICIES; THIRD-PARTY VENDORS; FOOD**

USER shall, and shall cause all USER guests, vendors, and contractors to, refrain from unauthorized, fraudulent, illegal, or otherwise prohibited use of the Premises, and to comply with all state and federal laws and regulations, and Facility and UNIVERSITY policies, relevant to its use of the Premises. Facility policies are available from the management staff for the Facility; UNIVERSITY policies can be accessed through UNIVERSITY's website at www.uvu.edu.

USER may require certain security or other services not provided by UNIVERSITY. USER may contract for such services with third-party vendors (a "Third-Party Vendor") subject to the terms set forth herein. If USER chooses to retain a Third-Party Vendor, USER shall first notify the UNIVERSITY of the name of the Third-Party Vendor and the general nature of services to be provided. All Third-Party Vendors will be subject to

UNIVERSITY's prior written approval. All Third-Party Vendors (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 Third-Party Vendors shall also comply with all applicable permitting, bonding and other requirements of any governing authorities, including without limitation all applicable licensing requirements. USER shall indemnify and hold harmless the UNIVERSITY from any claims that may arise as a result of any Third-Party Vendor's failure to provide any of the insurance coverage, permitting, licensing, or other requirements of this Agreement.

All food served must be approved and coordinated in advance through UVU Dining Services in adherence to their guidelines and University Policy 221 Dining Services. The use of any third-party food service vendor is subject to USER obtaining UNIVERSITY's prior written approval in accordance with the foregoing paragraph. Alcoholic beverages are prohibited. All UNIVERSITY facilities are smoke-free buildings.

19. **PERSON IN CHARGE.**

USER will designate a person to be in charge of its activities on the Premises, including providing the UNIVERSITY with all appropriate contact information such as, but not limited to, cell phone, office phone and email information of such person.

20. **TERM AND TERMINATION.**

Either PARTY may terminate this Agreement without cause by providing notice of at least fourteen (14) prior to the date of first use specified in Section **Error! Reference source not found.**; provided that USER is not otherwise in breach of this Agreement at the time of such termination, UNIVERSITY shall refund any deposit or rental payments made by USER.

Either PARTY may terminate this Agreement without cause if the Premises are destroyed or rendered un-usable through no fault of the terminating PARTY and the terminating PARTY gives notice of termination within seven (7) days of such occurrence; provided that USER is not otherwise in breach of this Agreement at the time of such termination, UNIVERSITY will refund any rental fees on a pro rata basis based on the amount of time, if any, remaining on the use of the Premises.

Either PARTY may terminate this Agreement if the other PARTY fails to cure a material breach of this Agreement within seven (7) days of receipt of notice of breach from the other PARTY.

If the USER does not hold the event and does not provide the appropriate advance Notice as provided for above, USER agrees to pay the full Fee to the UNIVERSITY, which would include forfeiting any deposit or prepayments made to the UNIVERSITY.

USER acknowledges and agrees that if UNIVERSITY terminates this Agreement for cause, or if USER fails to hold the event as described in the foregoing paragraph,

UNIVERSITY may rightfully take such factors into account in deciding whether to accept any future USER requests to enter Use of Premises Agreements, or comparable transactions, with USER.

UNIVERSITY reserves the right to cancel an event at any time when it is determined to pose a significant threat to campus health, safety, and security.

Events shall be subject to maximum capacity limits established by the campus Fire Marshal. Events with projected attendance that exceeds the facility's limit shall be cancelled and UNIVERSITY may, at its option, terminate this Agreement for cause. UNIVERSITY, through UVU Police and/or Fire Marshal, reserves the right to halt events already in progress when attendance exceeds safety limits established by UVU in UVU's sole discretion.

21. **GOVERNING LAW.**

The laws of the State of Utah will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the State of Utah.

22. **UNIVERSITY LIABILITY.**

The Parties acknowledges that UNIVERSITY is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by UNIVERSITY of any protections, rights, or defenses applicable to UNIVERSITY under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of UNIVERSITY to incur by contract any liability for the operations, acts, or omissions of USER or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of UNIVERSITY contained in the Agreement are subject to the Act and are further limited only to claims that arise from the negligent acts or omissions of UNIVERSITY. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect, or consequential damages, shall be void and unenforceable.

Any agreements or contracts that USER enters into with third parties related to this Agreement are signed at the risk and liability of USER. USER is liable for all costs and terms of third-party services and contracts for the event, including but not limited to entertainment, marketing and media, audio and visual, and security, as well as any damages caused by such vendors.

23. **FORCE MAJEURE.**

UNIVERSITY shall not be liable or responsible to USER, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, including giving USER possession of the Premises to any extent required by this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond UNIVERSITY's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c)

war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency including but not limited to epidemics, pandemics, and quarantines, such as the events connected with the 2019 novel coronavirus disease (COVID-19); (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities. UNIVERSITY shall give as much notice as reasonably practicable of the Force Majeure Event to USER, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

24. COMPLETE AGREEMENT.

This Agreement constitutes the entire agreement between the UNIVERSTIY and the USER with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications relating to the subject matter hereof. No term, provision, or condition of this Agreement may be altered, amended, or added except upon the execution of a written amendment in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement, intending to be legally bound, have duly executed this Agreement.

UTAH VALLEY UNIVERSITY

USER

By: _____
(Signature)

(Signature)

(Name)

(Name)

(Title)

(Title)

(Organization)

(Address)

(City, State, Zip)

(Telephone)

Attachment

1. Museum of Art. UNIVERSITY enters the AGREEMENT by and through its Museum of Art (“UVUMOA”).
2. Fees. USER shall pay UNIVERSITY the following FEES in accordance with Section 2 of the AGREEMENT:
 - a. \$4,000 for Monday Afternoon Events (12pm – 5pm)
 - b. \$5,500 for Wednesday to Saturday Evening Events (5:00pm – 9pm)
 - c. \$6,000 for All Day Events on Mondays or Saturdays or another single day approved by the Museum (10am – 9pm)
3. Designated UVUMOA STAFF; EVENT PLANNER; EVENT PLAN. The following replaces Section 19 (PERSON IN CHARGE) of the AGREEMENT.
 - a. No less than ninety (90) days before the EVENT DATE, UNIVERSITY shall designate an individual (the “**DESIGNATED UVUMOA STAFF**”) to act as UNIVERSITY’s sole point of contact with, as defined below, the EVENT PLANNER. The DESIGNATED UVUMOA STAFF manages facility and art collection compliance for the EVENT. The UVUMOA, including the DESIGNATED UVUMOA STAFF does not perform the functions of an event planner, such as coordinating the guest experience, developing design elements, assisting with travel/hospitality arrangements, or creating and supplying materials/decor for the EVENT.
 - b. No less than ninety (90) days before the EVENT DATE, USER will designate to UNIVERSITY a person to be in charge of its activities on the PREMISES (the “**EVENT PLANNER**”), by providing the UNIVERSITY with all appropriate contact information such as, but not limited to, cell phone, office phone and email information of such person. The EVENT PLANNER shall communicate with UNIVERSITY and the UVUMOA solely through the UVUMOA DESIGNATED STAFF. The EVENT PLANNER must be fully bonded and licensed to do business in the state of Utah.
 - c. USER shall authorize EVENT PLANNER to act on its behalf in connection with the AGREEMENT, and EVENT PLANNER shall act as the single point of contact and coordination with between UNIVERSITY and USER, VENDORS, USER’s volunteers, and members of USER’s party. Except for any legal notice alleging breach of the AGREEMENT in accordance with Section 24, USER shall direct all of the foregoing to communicate with UNIVERSITY solely through the EVENT PLANNER.
 - d. USER shall, through the EVENT PLANNER, prepare an event plan (the “EVENT PLAN”) that conforms to the requirements of the AGREEMENT and UVUMOA policies (including those appearing in Exhibit A to this Attachment), and is compatible with the mission and purpose of the UVUMOA no less than sixty (60) days before the EVENT DATE, which UNIVERSITY may approve or disapprove in UVU’s reasonable discretion. Unless expressly provided to the contrary in the EVENT PLAN, the EVENT PLAN incorporates by reference Exhibit B to this Attachment (Photography Policy). UVUMOA shall provide USER with notice of approval or disapproval within five (5) BUSINESS DAYS; if UVUMOA disapproves of the EVENT PLAN, and the PARTIES are unable to mutually agree on an EVENT PLAN within five (5) days, UVUMOA may terminate the AGREEMENT without cause by providing written notice to USER. If UVUMOA and USER mutually agree on the EVENT PLAN, UVUMOA DESIGNATED STAFF and the EVENT PLANNER shall date and sign the EVENT PLAN, and it

- shall become part of the AGREEMENT. A "BUSINESS DAY" means the days of Monday through Friday, except for UNIVERSITY holidays and school closures.
- e. USER shall use the PREMISES and conduct the EVENT in accordance with the AGREEMENT, which, as set forth in Section 25 of the AGREEMENT, includes this ATTACHMENT.
4. The following provisions prevail over any conflicting provisions in the body of the AGREEMENT.
 - a. Insurance. Contrary to Section 3 of the AGREEMENT, USER shall, two (2) weeks prior to the earliest date specified in Section 1 of the AGREEMENT, provide all REQUIRED DOCUMENTATION to UNIVERSITY.
 - b. Parking. Section 4 of the AGREEMENT (PARKING) is hereby deleted and replaced with the following: VENDOR parking will be designated by UVUMOA staff as part of the EVENT PLAN. VENDORS may only park vehicles as outlined in the EVENT PLAN. The FACILITY cannot reserve/guarantee additional parking spots and does not have a designated dock. No vehicles may be parked in the roundabout at the front of the house nor in the areas in front of the garage area.
 - c. Signage and Marketing. The following is hereby appended to Section 17 of the AGREEMENT (SIGNAGE AND MARKETING): USER shall not place any signs advertising the EVENT on the PREMISES other than as expressly provided in the EVENT PLAN.
 - d. Compliance with Laws and Policies; Vendors; Food. The following is hereby appended to Section 18 of the AGREEMENT (COMPLIANCE WITH LAWS AND POLICIES; VENDORS; FOOD):
 - i. VENDORS that are caterers must also maintain and provide evidence of product liability insurance with extended liability coverage and property damage in an amount not less than \$1,000,000 per occurrence, \$3,000,000 aggregate, and name UNIVERSITY as an additional insured under the policy.
 - ii. USER shall comply with UVUMOA policies, including those appearing in Exhibit A to this Attachment (UVUMOA Policies for EVENTS).
 - iii. The use of any third-party food service VENDORS is not permitted except as expressly allowed in the EVENT PLAN.
 - e. Term and Termination. The first paragraph of Section 20 of the AGREEMENT (TERM AND TERMINATION) is replaced with the following: Either PARTY may terminate this AGREEMENT without cause by providing notice of at least fourteen (14) days prior to the EVENT DATE; provided that USER is not otherwise in breach of this AGREEMENT at the time of such termination, within thirty (30) days of UNIVERSITY so terminating the AGREEMENT, UNIVERSITY shall refund fifty percent (50%) of any deposit or usage payments made by USER.
 - f. Notice. In Section 24 of the AGREEMENT (Notices) the contact information for UNIVERSITY is hereby replaced with the following: Utah Valley University, c/o UVU Museum of Art, 240 West 1800 South, Orem, Utah, 84058, uvmuseum@uvu.edu, with a copy to Office of General Counsel, 800 W. University Pkwy., Orem, Utah, 84058, ogc@uvu.edu.

EXHIBIT A
UVU MUSEUM OF ART POLICIES FOR EVENTS

1. EVENT PLAN Requirements.
 - a. Setup Start Time - - The EVENT PLAN must include a proposed start time for setup. Based on USER's event setup needs, DESIGNATED UVUMOA STAFF will coordinate an approved setup start time before 5 pm with USER, which USER shall coordinate with VENDORS. Setup that occurs before 5 pm cannot negatively impact UVUMOA guests.
 - b. Cleanup - - Immediately after the EVENT, USER must thoroughly clean, and return to their original condition, the PREMISES and any other portion of the UVUMOA affected by the EVENT. This includes:
 - i. Properly taking down and disposing of decorations, flowers, and other items brought in for the EVENT.
 - ii. Cleaning, and leaving as originally found, kitchen counters, stoves, sinks, and other culinary spaces must be cleaned and left as found.
 - iii. All food must be removed from and disposed of properly.
 - iv. All trash must be placed in the outside dumpster(s).
 - v. All trash receptacles must be emptied, and cans relined.
 - c. Signage. The EVENT PLAN must specify any signage USER will display at the EVENT. USER may not display any signage other than that approved by UVUMOA in the EVENT PLAN.
 - d. Special Equipment. The UVUMOA does not provide chairs, tables, linens, microphones, or audio/visual equipment. The EVENT PLAN must specify any such equipment that USER proposes to have at the UVUMOA, including how it will be delivered and removed.
 - e. Hospitality Arrangements, Facilities Access, Parking. The EVENT PLAN must address each of these.
 - f. Food and Catering.
 - i. Stoves and ovens are not functional but may be used for warming of food.
 - ii. Food and drink will be allowed only within the PREMISES and never in galleries. Smoking is not allowed at the museum, neither inside nor outside.
 - iii. Any food preparation and music will be subject to the electrical load capacity of the UVUMOA. This capacity will be determined by UVUMOA staff.
 - iv. Caterers must comply with all applicable laws and regulations.
 - g. Other Material Matters. Any other material elements must be included in the EVENT PLAN.
2. Entertainment - - Performers or DJs are subject to the same rules and regulations required of all VENDORS. A comprehensive entertainment plan must be submitted via the EVENT PLANNER as part of the EVENT PLAN. Entertainment VENDOR access to UVUMOA areas, parking, unloading, and setting up equipment, access to power sources, removal of equipment and clearing any trash, must be discussed with the DESIGNATED UVUMOA STAFF and included in the EVENT PLAN.
3. Décor, Setup and Breakdown
 - a. Signs and decorations may not be affixed to any interior or exterior surface of the UVUMOA except to any extent approved as part of the EVENT PLAN.
 - b. Open flames of any kind, including tea light candles (including floating or in glass vases) are not permitted inside the UVUMOA and may be considered on a case-

by-case basis for outdoor events, included in the EVENT PLAN, and approved by the DESIGNATED UVUMOA STAFF at the EVENT

- c. Fireworks are not permitted. (This includes sparklers, party poppers, snap poppers, etc.)
 - d. Confetti, rice, glitter, bird seed, helium balloons, flammable props, or live animals (except for service animals) are not permitted at the UVUMOA. Decorations, boxes, and storage containers must be free of glitter before entering UVUMOA.
 - e. Dirt and potting soil are not permitted indoors. Plants, flowers, succulents (cacti, agaves, etc.), or moss in planters are not permitted indoors. Plants and flowers in water are okay if free of insects and obtained by a licensed florist. Any plants must be checked by UVUMOA staff prior to entering the UVUMOA.
 - f. Logs, large branches, dried branches, driftwood, tumbleweed, pieces of bark and bales of hay are not permitted indoors.
 - g. No furs or taxidermy animals of any kind are permitted indoors.
 - h. Ice sculptures and water fountains are not permitted at the UVUMOA.
 - i. Personal artwork will not be permitted unless approved and arranged by UVUMOA staff.
 - j. UVU reserves the right to refuse any delivery that does not arrive at the designated time and set up may not occur until the agreed time noted in EVENT PLAN.
 - k. At the end of the EVENT, all decorations and any other articles brought into the UVUMOA must be removed from the premises. USER will be charged a holding fee of \$100.00 per MUSEUM BUSINESS DAY for any external equipment and décor left at the UVUMOA post-EVENT. A "MUSEUM BUSINESS DAY" means the days of Tuesday through Saturday, except for UNIVERSITY holidays and school closures.
4. Photography Policy
- a. Non-professional, non-commercial photography/videography is allowed at UVUMOA except where expressly prohibited (e.g., by notices posted at a specific work, room, or collection).
 - b. The following are not allowed at UVUMOA for non-professional photography/videography projects: video filming, SLR cameras, flash, selfie sticks, tripods, camera extension poles, stabilizing equipment, large bags, or any equipment, materials, or behavior that would adversely affect the experience of other UVUMOA visitors. Professional use of these items may be requested through the Professional Photography/Videography Project Permission Form. Permission is granted at the discretion of UVUMOA staff.
 - c. Professional photographers must obtain prior approval in accordance with UVU's Professional Photography/Videography Procedure (Exhibit B to the Attachment) in advance of the EVENT, which includes completing UVU Photography/Videography Project Permission Form, that form being executed by both the photographer and UVU, signing in with the UVUMOA DESIGNATED STAFF, and paying a professional photographer fee before entering the UVUMOA.
5. Outdoor Events - - UVUMOA reserves the right to make final decisions regarding food and beverage service, entertainment space, and decorations planned in any UVUMOA space. UVUMOA's decisions will be based upon considerations including city and state code, venue compliance, the safety of guests/employees, the safety of UVUMOA collections, and current and/or forecasted weather conditions.

6. Alcohol and Tobacco - - UVU does not permit alcohol on UVUMOA premises. In addition, UVUMOA and its grounds are a smoke-free environment. No participant in the EVENT, including vendors, may smoke on the PREMISES.
7. No food or drink is allowed inside the museum without express permission.
8. Handling objects on display within the museum is expressly prohibited. Any requests must be made to the UVUMOA staff and will be approved or denied at their discretion. If granted, the UVUMOA staff will move any items.
9. Items in the museum or on the museum grounds shall not be moved. Exceptions to this rule may be granted only by UVUMOA staff at their discretion.
10. Activities such as running, dancing, jumping, parkour, etc. are expressly prohibited inside the museum. In no instance shall the exterior museum structures, including those on the grounds, be used for such activities without express permission from UVUMOA staff.
11. No rollerblading, skating or the like is permitted on museum grounds without express permission from UVUMOA staff.
12. Weapons and Firearms. The carrying of weapons inside the UVUMOA is prohibited except where specifically granted by Utah state or federal law. As such, carrying of firearms is strongly discouraged while in the UVUMOA but is permitted as may be allowed by Utah state law if concealed in its carry (meaning is not visible to others). Per UVU policy, open carry of firearms and the carrying of any other weapons that can be used to inflict significant harm to others (e.g., axes, daggers, fixed blade knives, or pocket/switch knives with blades over 2 inches long) are prohibited.
13. Lost and Found, Damaged Goods - - UVU will not assume or accept responsibility for damage to or for the loss of any items or articles left at the UVUMOA by USER prior to, during, or following the EVENT.
14. Art Haus and Garden Terrace/Sculpture Garden - - The garden and terrace area offer a beautiful setting for any outdoor event. The space includes access to the art house which features a full warming kitchen and men's and women's restrooms, along with a bride's room that can also be used as a green room or staging space for other events. However, these facilities may be used only as specified in the EVENT PLAN.
15. Availability - - The UVUMOA may accommodate weddings (or other large ceremonies and/or receptions) based on availability. Availability is subject to UVUMOA's exhibition and program schedule.
16. Artwork - - The UVUMOA has a variety of art galleries and exhibits ("Artwork") that change throughout the year. Artwork may be changed without notice to USER. A change in the Artwork does not affect the AGREEMENT, the PREMISES, or USER's responsibilities and requirements. Artwork will not be changed, moved, or covered at the request of USER.
17. Noise - - Sound levels for outdoor events must comply with city ordinances. USER may apply for a noise permit to the extent expressly allowed by the EVENT PLAN.
18. Light - - Light trees and/or additional lighting may be permitted as determined by UVUMOA staff.
19. Printed Material - - USER must have any printed material proposed by USER, including any invitation, reviewed and approved by the DESIGNATED UVUMOA STAFF prior to printing.
20. Use of the UVUMOA Name - - The name of UVU and the UVUMOA may not be used in in the title of your event, as this implies endorsement or sponsorship by UVU and UVUMOA. For example, USER may not name its EVENT "An Evening at the Utah Valley University Museum of Art."
21. Signage; Political Activity. No partisan political activity or signage is allowed.

22. All Other UNIVERSITY and UVUMOA Policies. USER shall, and shall cause its VENDORS and all members of its party, to comply with the policies set forth in this Exhibit A and all other UNIVERSITY and UVUMOA policies.



UTAH VALLEY UNIVERSITY
MUSEUM OF ART
AT LAKEMOUNT

PROFESSIONAL PHOTOGRAPHY/VIDEOGRAPHY PROCEDURE

Professional photography or film/video in UVMMOA is allowed with ADVANCE prior approval obtained in accordance with this procedure —AT LEAST two (2) weeks beforehand—from the UVUMOA staff. UVUMOA may approve or reject a project in UVUMOA's sole discretion.

Before a project is approved, a Photography Project Permission Form must be completed, and the proper signatures acquired. A copy of the form appears below as the Schedule to this Exhibit B. This form must be submitted AT LEAST two (2) weeks prior to the start of the project. Flash photography, video, tripods, and other equipment are not permitted unless expressly described in the Photography Project Permission Form and approved by UVUMOA.

UVUMOA staff members will meet or communicate with the requestor to discuss the project. Potential danger to works of art or people, scheduling conflicts, other events and workload that day, availability of staff to supervise the shoot, benefit to UVUMOA, additional security costs, potential for artwork to be moved, previous contact with the applicant, and any special circumstances will all be taken under consideration.

If approved, an appropriate fee will be determined based on the number of hours, time during the day, special effort in moving works, and other considerations.

Approval or rejection of the project will be communicated to the requestor. If approved, the determined fee will also be communicated at this time and must be pre-paid. Approval will not be effective until the requestor and UVU have executed the Photography Project Permission Form.

Contact UVUMOA staff with any questions regarding permissions for student projects, wedding photography, and commercial photography/video projects.

TERMS AND CONDITIONS UPON APPROVAL

The UVUMOA reserves the right to terminate photography/videography permission at any time.

The UVUMOA reserves the right to request a caption and/or credit line on any images published (in print or online) as a result of a photography project.

Example of credit lines: Image courtesy of the UVU Museum of Art at Lakemount, Orem, Utah.

Credit line for this project:

Additional Terms and Conditions

- The user understands that artworks in the museum and its exhibitions may be subject to copyright, rights of publicity, trademark, or other rights (“Intellectual Property Rights). Permission to photograph/film does not imply that the UVU or UVUMOA authorizes or grants any Intellectual Property Rights license. The USER must obtain licenses from the Intellectual Property Rights holder and will be liable for any violation of Intellectual Property Rights.
- Requests for photographing/videography in additional rooms of the museum or areas on its grounds beyond those outlined in an executed Photography/Videography Project Permission Form shall be approved or denied by the UVUMOA associate director in the associate director’s discretion.
- Loading/unloading may take place only in designated parking areas.
- Compliance with all laws and regulations, and UVU policies and procedures, during the duration of the project.
- For entities external to UVU: no use of the UVU or UVUMOA name, logos, or identifying marks.
- No food or drink is allowed inside the museum without express permission.
- Handling objects on display within the museum is expressly prohibited. Any requests must be made to the UVUMOA staff and will be approved or denied at their discretion. If granted, the UVUMOA staff will move any items.
- Items in the museum or on the museum grounds shall not be moved. Exceptions to this rule may be granted only by UVUMOA staff at their discretion.
- Activities such as running, dancing, jumping, parkour, etc. are expressly prohibited inside the museum. In no instance shall the exterior museum structures, including those on the grounds, be used for such activities without express permission from UVUMOA staff.
- No rollerblading, skating or the like is permitted on museum grounds without express permission from UVUMOA staff.

PHOTOGRAPHY/VIDEOGRAPHY PROJECT PERMISSION FORM

Name	
Phone	
Email	

Description of project and its intended use, audience, and distribution (i.e. commercial, promotional, personal, artistic, etc.)

Project proposal (include the locations inside/outside the Museum where you are interested in videography/shooting)

Identify any specific works of art that would be included in the project

Describe the equipment you want to use and the number of people on the crew.

Date and time requested and how many hours you are requesting to shoot/film (please indicate any flexible options)

Fee (to be completed by UVU)

I have read and will comply with the UVUMOA’s Photography Policy (See Section 4 of the UVU MUSEUM OF ART POLICIES FOR EVENTS) and Photography/Videography Procedure while working in the UVUMOA. Any UVU liability in connection with this permission, regardless of the legal or equitable theory, will not exceed the greater of five hundred dollars (\$500) or the total of my payment obligations for this permission. If my project changes in any way, I understand that I must obtain advance approval before proceeding with the project.

Photographer Signature	
Date	
UVUMOA Signature	
Date	