

Salt Lake County Parks & Recreation License to Use County Facilities For Professional Skating Instruction
Standard Contract Form No. 16-07224, Approved for Division use 1-Jan-17 through 31-Dec-17

This License, dated this ____ day of _____ 20__ is entered into between Salt Lake County for an on behalf of its Division of Parks & Recreation, a body corporate and politic of the State of Utah (hereafter referred to as County), and _____, (Licensee). County hereby grants to Licensee, its bona fide members, guests, and competitors a non-exclusive License, right, privilege, and permission to use the ice sheets in the Acord Ice Arena at 5353 West 3100 South, West Valley City, Utah 84120, the County Ice Center at 5201 South Murray Park Lane, Murray, Utah 84107, or the Salt Lake City Sports Complex at 645 South Guardsman Way, Salt Lake City, Utah 84108 (collectively referred to as the "Facilities"), subject to all provisions and conditions set forth below.

Licensee Address _____ **City** _____ **ST.** _____ **Zip** _____

Email Address: _____ **Day phone:** _____ **Cell phone:** _____

USFS# _____ **USFS Instructor Category (A, B, C, D or Basic)** _____

ISI# _____ **Other Professional Membership #** _____

CONDITIONS OF THE LICENSE

1. The instruction of ice skating lessons at any of the above listed ice rinks may only be done pursuant to the terms of this license agreement.
2. Rates for Licensee to access the facility to teach ice skating lessons may be paid either on a monthly basis or on a per use basis as follows:
 \$120.00 PER MONTH for each month licensee uses the Facilities or
 \$5.00 per freestyle/public hourly session.
3. Payment Terms
 - a. For licensees intending to pay monthly payments are due by the 5th day of the month or upon the first day of coaching if that day is after the 5th of the month. Accounts past due 60 days will be turned over for collections. Licensee agrees to pay Salt Lake County reasonable attorney fees in the event Licensee's account is referred for collection.
 - b. Hourly payments are due the date of use, prior to use of the Facilities.
 - c. Payment in full must be received at the front desk of the primary facility Licensee intends to use.
4. Licensee Obligations
 - a. During the term of this License, Licensee must be a member of Professional Skaters Association (PSA) and/or registered with the United States Figure Skating Association (USFSA) or the Ice Skating Institute (ISI), and participate in such skills training as may be required by the specified association or organization in order to retain appropriate certification.
 - b. Licensee may use the Facilities only during designated hours as determined at the County's sole discretion, and subject to change without notice solely in County's discretion.
 - c. Licensee shall comply with the County's Ice Rink Rules as posted at the Facilities, which are hereby incorporated by reference. Licensee shall also comply with all applicable laws, orders, ordinances, rules, regulations, relevant class/program standards, and requirements of federal, state, or city government. County shall always have the right to remove any person from the Facilities.
 - d. Licensee is responsible to notify students and parents of the rules discussed in Paragraph 4(c) of this License. Licensee is responsible to notify their students of appropriate ice fees including admission and skate rental fees.
 - e. Licensee agrees not to sell, distribute or solicit the sale or distribution of any material, equipment, or other goods whatsoever, in or about the Facilities without prior written consent of County.
 - f. Licensee understands that County will not sponsor or endorse any activity, program, or performance outside the Facilities without prior written consent of County. Licensee agrees not to conduct promotional activities or advertise any special event at County facilities without prior written consent of County.
 - g. Licensee is not authorized to use any of County's business equipment, materials, etc.
5. Equipment and Facilities
 - a. The Licensee shall provide and maintain all required personal equipment and class/program equipment and supplies at his/her own expense. It is specifically understood and agreed that County is not required to provide equipment, supplies or materials to the Licensee.
 - b. County will provide access to its hockey nets, sound system, and jumping harnesses, subject to availability.
 - c. County will provide adequate locker room facilities to Licensee. Licensee agrees to abide by the rules and regulations for locker room use set forth by County, as well as the policies and procedures for room key check-out as set forth by County.
6. Liability
 - a. Licensee agrees to indemnify, hold harmless and defend County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Licensee, its agents, representatives, members, guests, trainees, students, and competitors in the performance of this License.
 - b. County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2011). The parties agree that County shall only be liable within the parameters of the Act. Nothing contained in this License shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.
 - c. Licensee assumes liability for damage to County property caused by Licensee, his/her agents, representatives, members, guests, trainees, students, and/or competitors during each lesson / session.
 - d. Licensee assumes all risk of loss in the event this License is terminated. In no event shall County be liable for any costs or attorney fees expended by the Licensee in enforcing his/her rights under this License. The Licensee agrees that County shall not be liable for indirect, incidental, or consequential damages, regardless of the form of action, nor shall it be liable for exemplary damages or lost revenue.
 - e. County shall not be responsible for losses by Licensee, its agents, employees, members, guests, or invitees occasioned by theft or disappearance of equipment or other personal property.
7. Term and Termination
 - a. This License shall be effective upon execution by both parties and shall terminate (check one)
 After one calendar year from the date of execution; or
 On _____ (date), but no later than one year from the date of execution. (Term).
 - b. To continue to instruct lessons at a County Facility, Licensee shall be required to sign a new license agreement upon the termination of this Agreement.

- c. Termination for Convenience. Either party may terminate this License, in whole or in part, at any time whenever the terminating party determines, in its sole discretion that it is in its interest to do so. The terminating party shall provide written notice at least 30 (thirty) days prior to the date of termination. The parties agree that termination will not entitle the non-terminating party to any rights or remedies provided by law for breach of contract or any other claim or cause of action.
 - d. Termination for Default. County may terminate this License upon ten day written notice, if, in the sole discretion of County, the Licensee fails to comply with Paragraphs 3, 4(b), (d), (e), (f), or (g) of this License.
 - e. Immediate Termination. County may terminate this License immediately, if, in the sole discretion of County, the Licensee fails to comply with Paragraphs 4(a) or 4(c) of this License.
 - f. Upon termination, Licensee agrees to pay in full for use of the Facilities up to the date of termination, and quit and surrender use of the Facilities for coaching purposes. Upon termination under Paragraph 7(c), (d), or (e) of this License, County will refund any unused portion of the fee on a pro-rata basis. Upon termination of this License, Licensee shall leave the Facilities in a clean condition.
8. Miscellaneous Provisions
- a. This License may not be assigned or transferred without prior written consent of County.
 - b. No agent, employee or servant of Licensee or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Licensee and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this License. Licensee and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this License to be aware that Licensee is an independent contractor.
 - c. All notices to be given under this License shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: (Facility Name) _____
 (Facility Address) _____

LICENSEE: To the name and address provided above.

- 9. Standard Form. Any alteration of the standard form language without approval of the attorney shall render this agreement void and without effect. Any changes to this agreement must be pre-approved as to form by the District Attorney's Office.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first written above.

Assignee: LICENSEE
 Signature: _____
 Date: _____

County: SALT LAKE COUNTY
 By: _____
 Salt Lake County Parks and Recreation
 Facility Manager

APPROVED AS TO FORM
 District Attorney's Office
 By: Megan L. Smith
 Attorney
 MEGAN SMITH
 Date: 10/27/16