

# Salt Lake County Parks & Recreation Pool Private Rental Agreement

Standard Form Contract No. 16-07341, Approved for Division use 1-Jan-17 through 31-Dec-17

This agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is entered into between Salt Lake County ("County") on behalf of its \_\_\_\_\_ (hereafter referred to as CENTER), a Salt Lake County Facility, located at \_\_\_\_\_, in Salt Lake County, Utah, 84\_\_\_\_ and \_\_\_\_\_ (hereafter referred to as RENTER). CENTER hereby rents to RENTER and its bona fide members, guests and competitors, the use of CENTER'S facilities, subject to all provisions and conditions set forth below.

Responsible person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ ST. \_\_\_\_\_ Zip \_\_\_\_\_

Day phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

## CONDITIONS OF CONTRACT

1. Fees:
  - a. RENTER agrees to pay \$\_\_\_\_\_ per hour for time used.
  - b. RENTER agrees to pay the full rental amount in the sum of \$\_\_\_\_\_ at the time of finalizing the contract to hold desired date.
2. Scheduling
  - a. Rental dates and hours (list in box below or see attached schedule):
  - b. This form does not guarantee RENTER the reservation or use of the CENTER. Should conflicts arise between RENTER'S scheduled rental times and the public or other users of the facility, CENTER reserves the right to change the schedule in the best interest of the public and the facility. In this event, every effort will be made to make an arrangement that is mutually agreeable to both RENTER and CENTER, and a proportionate credit or refund to RENTER will be issued if applicable.
  - c. Agreements for single use rentals must be received no later than 14 days prior and no more than 90 days in advance of requested rental date.
3. Payment Terms: Invoices for payments due will be sent on a monthly basis (as applicable). Invoices will be sent by the 5th day of the following month. Payment is due within thirty days of the invoice date unless otherwise noted on invoice. Accounts 60 days past due will be referred for collection. In the event RENTER'S account is referred for collection, RENTER agrees to pay County reasonable attorney fees and costs.
4. Liability:
  - a. RENTER assumes full and exclusive responsibility for the safety of the persons and property of RENTER, its agents, representatives, and invitees. RENTER assumes all risks of events and activities; CENTER assumes none thereof.
  - b. RENTER 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, however allegedly caused, resulting directly or indirectly from, or arising out of acts or omissions by RENTER, its agents, representatives, and invitees in the performance of this Contract.
  - c. 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 Contract 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.
  - d. RENTER assumes liability for damage to County property, fixtures, and equipment caused by RENTER, its agents, representatives, and invitees in the performance of this Contract. RENTER may need to provide a damage deposit before renting the CENTER.
  - e. RENTER assumes all risk of loss in the event this contract is terminated. In no event shall County be liable for any costs or attorney fees expended by the RENTER in enforcing his/her rights under this Contract. The RENTER 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.
  - f. County shall not be responsible for losses by RENTER, its agents, employees, or invitees occasioned by theft or loss of, or damage to, equipment or other personal property, including but not limited to equipment or property RENTER leaves at the CENTER after regular business hours.
  - g. RENTER is responsible to inspect the CENTER prior to each use to ensure safe conditions. Any unsafe conditions shall be reported to County immediately, and the CENTER should not be used until further notice. RENTER is liable and will defend and indemnify the County for any damage or injury caused by a deficiency or problem that should have been discovered and reported during inspection but was not reported.
  - h. RENTER may be required, in County's sole discretion, to acquire a public liability or special event insurance policy in an amount determined by County in which County is named as an additional insured party. If so required, prior to utilizing the CENTER, RENTER shall furnish County with acceptable certificates of insurance.
5. RENTER'S Obligations
  - a. RENTER agrees to have responsible adults at all events and activities to supervise dressing room, general discipline and conduct of RENTER'S guests, its agents, volunteers, employees, opponents or spectators.
  - b. RENTER will comply with all applicable laws and ordinances, and also all rules and regulations for the use of the CENTER. County may eject any person from the facility for violation of the law, County Ordinance, or CENTER rules. (See attached)
  - c. RENTER agrees not to sell, distribute or solicit the sale or distribution of any material, equipment or product whatsoever, in or about the facility, without prior written consent of CENTER.
  - d. RENTER agrees to identify to CENTER responsible adults who must be on the premises for all events and activities to supervise dressing room care, general discipline and general conduct of RENTER'S members, agents, volunteers, employees, guests, opponents or spectators.
  - e. RENTER will not promote or conduct promotional activities or advertise any special or particular event to be conducted at the CENTER, without written consent from the CENTER.
  - f. RENTER is not authorized to use any of CENTER'S business equipment, materials, etc. Upon request, RENTER will be allowed to use of the following CENTER equipment:
    - Tables and chairs and adequate space to set them up,

- Scoreboard, to be operated only by trained adults.
  - CD/tape player to hook in to CENTER sound system.
  - Microphone to hook into CENTER sound system.
- g. In an effort to help provide a more efficient operation, RENTER agrees to instruct its responsible parties to assist CENTER staff following each pool time by removing swimmers upon completion of scheduled pool time. RENTER agrees to instruct its responsible parties to enter the pool through the main entrance.
- h. RENTER agrees that it will not broker, sublease or sublet its rental times.
- i. Smoking, chewing tobacco, and alcoholic beverages are not permitted in the facility or on the premises.
- j. Concessions / Merchandise Sales: RENTER must obtain any and all licenses required to be compliant with all local, state and federal laws if the concessions area is rented and/or merchandise is sold during any event/rental. RENTER must show proof of current licenses prior at the commencement of this agreement.
6. CENTER will provide dressing room facilities to RENTER during the periods indicated in this contract. RENTER agrees to abide by the rules and regulations for dressing room use set forth by the CENTER.
7. The Facility Manager provides initial approval and executes the agreement, however, the Division Director of the Parks and Recreation Division reserves the right to inspect and/or deny any request for good cause. A written explanation will be provided.
8. Notices to the County required under the contract shall be sent to:  
 (Salt Lake County Facility Name) \_\_\_\_\_  
 (Facility Address) \_\_\_\_\_
9. Term and Termination
- a. This Contract shall be effective upon execution by both parties and shall terminate (check one):  
 On December 31st of the calendar year in which the Contract is executed; or  
 On \_\_\_\_\_ (date), but no later than December 31st of the calendar year in which the Contract is executed (Term).
- b. County reserves the right to terminate this Contract whenever County determines, in its sole discretion, it is in the County's interest to do so by providing at least fifteen days prior written notice. In this event, every effort will be made to make an arrangement that is mutually agreeable to both RENTER and County. RENTER agrees that the County's termination for convenience will not entitle RENTER to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.
- c. Pool time or space may not be altered, added or deleted without prior consent of CENTER. To cancel this contract, RENTER must notify CENTER in writing at least seven (7) calendar days prior to its scheduled pool time. If RENTER fails to notify CENTER in writing of RENTER'S intent to cancel its time, RENTER agrees that it shall be liable for the scheduled time at full rental rates. If RENTER cancellations are made in a timely manner, the full rental amount, less a 25% administrative charge will be returned to the RENTER (pursuant to Countywide Policy #6570).
- d. County may terminate this Contract immediately, if, in the sole discretion of County, the RENTER fails to comply with Paragraphs 2, 3, or 4 of this Contract. County may terminate this Contract upon ten-day written notice, if, in the sole discretion of County, the RENTER fails to comply with the remaining provisions of this Contract.
- e. Upon termination, RENTER agrees to pay in full for use of the facilities up to the date of termination, and quit and surrender use of the facilities, and leave the facilities in a clean condition, reasonable wear and tear excepted.
10. 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.

SALT LAKE COUNTY

RENTER

By: \_\_\_\_\_  
 Salt Lake County Parks and Recreation Facility Manager

By: \_\_\_\_\_  
 Individual or Authorized Agent

Facility: \_\_\_\_\_  
 Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
 District Attorney's Office  
 By: Morgan L. Smith  
 Deputy District Attorney  
Morgan L. Smith  
 Print Name  
 Date: 11/14/16