

Salt Lake County Parks & Recreation Center Rental Agreement
Standard Form Contract DA No. 17-09934 Approved for Division use 1-Jan-18 through 31-Dec-18

THIS AGREEMENT, dated this ____ day of _____ 2018, is entered into between Salt Lake County on behalf of its _____ (hereafter referred to as CENTER), located at _____ and _____ (RENTER). CENTER hereby rents to RENTER and its bona fide guests, members, and competitors, the use of CENTER's facilities, subject to all provisions and conditions set forth below.

RENTER: Name: _____

Address: _____

City/State/Zip: _____ Phone: _____

Email: _____

CONDITIONS OF CONTRACT

1. RENTER agrees to pay CENTER \$ _____ PER HOUR for the use of the space indicated in the box below.

DAYS, DATES AND HOURS

(list in box below and/or attached schedule)

| | | |
|---|--|-----------------------------|
| Date(s): _____ | | |
| Hours: _____ | Start time: _____ | End time: _____ |
| (Times include set-up and clean-up) | | |
| Area to be rented: _____ | Hourly rate \$ _____ x number of hours _____ | = Total area Cost: \$ _____ |
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| TOTAL cost of rental: Space (1) _____ + Damage Deposit (4) _____ + Additional costs (8) _____ = _____ Total | | |

2. Fees are charged on an hourly basis for the total time used; including set-up and clean-up time. **RENTER** is allowed a 10 minute grace period if other groups are not scheduled for the same room. Any extra use beyond this will be charged in half-hour increments at double the contracted hourly price. All events must be concluded by _____, including clean up time.
3. A rental deposit of \$ _____ or the full rental fee, whichever is less is required to guarantee a reservation. This deposit will be applied towards the rental fee. Any remaining fees that are due must be paid one week in advance of the scheduled rental or the rental will be cancelled.
4. A damage deposit of \$ _____ is required _____ in advance of the scheduled rental by credit card. If no damage or additional cleaning is necessary by the center building attendant or janitorial staff a full refund will be issued within ____ business days.
- a. Inspections are conducted by the **CENTER** staff of areas used by the **RENTER** at the conclusion of the rental.
5. **RENTER** assumes full and exclusive responsibility for:
- a. The *safety* of the persons and property of all members of **RENTER** and of spectators and members of the public in attendance at any event or activity put on by **RENTER**. **RENTER** assumes all risks of events and activities; **CENTER** assumes none thereof. **CENTER** shall not be responsible for losses by **RENTER**, its agents, employees, members, guests, or invitees occasioned by theft of disappearance of equipment or other personal property.
- b. **RENTER** shall be held financially responsible for any damage to **CENTER** property, fixtures and equipment which occurs during the time **RENTER** occupies the space described in the box above. **RENTER** shall also be held financially responsible for any items missing from the space **RENTER** uses pursuant to this agreement. The actual cost of repair and/or cleaning shall be paid by **RENTER** immediately upon receipt of an invoice from **CENTER**.
6. **RENTER** will cleanup all areas used. Areas must be returned to the conditions and order they were in before scheduled use. All litter, trash, and garbage must be deposited in the dumpsters outside the building. All spills must be wiped up immediately. The **CENTER** is not

responsible for any equipment, supplies, or other property left on the premises.

- a. If *any* cleaning is required by county staff following the rental the **RENTER** will be charged additional cleaning fee of \$100 per thirty minutes.
- 7. No nails, pins, staples, tape, glue or other device that will leave holes or mar the building are allowed.
- 8. **CENTER** retains the right to determine the appropriate number of building attendants, other personnel necessary to properly serve the public at **RENTER** expense.
 - a) The **RENTER** will pay \$25 per hour for each additional staff the **CENTER** feels is necessary. Additional staff: ____ x \$25/hour = Total Cost: \$_____
 - b) The **RENTER** is required to designate one adult per **50** adults to supervise and/or one adult for every **20** children in each room of area used.
 - c) The **RENTER** is required to give the names of its supervisors to the on-duty building attendant so the supervisor(s) is identified.
 - d) If the **CENTER** feels it is necessary the **RENTER** shall provide security staff and medical coverage, i.e. hired police officers and EMT's
 - i. The **RENTER** will provide one security officer for every 100 participants
 - e) Persons identified as supervisory will be held personally responsible for behavior of all those in their activity, to see that they abide will all **CENTER** policies, local and state laws; and they will take action to correct any problems which arise. If problems persist, **CENTER** personnel will take steps to correct the problem, including notifying the police and/or terminating the event in progress.
- 9. **RENTER** will comply with all reasonable rules and regulations established by **CENTER**. **CENTER** shall have the right to eject any person from the facility for any reason which, in the opinion of the **CENTER**, it deems sufficient.
- 10. **CENTER** may in its sole discretion require **RENTER** to provide a public liability insurance policy in an amount determined by SALT LAKE COUNTY in which SALT LAKE COUNTY is named as additional insured's.
- 11. Time or space may not be altered, modified or cancelled without prior written consent of **CENTER**. **RENTER** must properly notify **CENTER** at least seven (7) calendar days prior to its scheduled time in order to alter or cancel its reserved time. If **RENTER** fails to properly notify **CENTER**, of **RENTER'S** intent to alter or cancel its time, **RENTER** shall be liable for the scheduled time at full rental rates.
 - a) If the **RENTER** and its party fails to appear, the **RENTER'S** security deposit will be forfeited as well.
 - b) If **RENTER** cancellations are made in a timely manner, security deposit refunds will be subject to less a 25% administrative charge (as per Salt Lake County Policy and Procedures #6570).
 - c) Repeat **RENTERS** who pay in advance must give at least two days' notice to receive credit for future use.
- 12. Should conflicts arise between **RENTER'S** scheduled 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. If maintenance problems or chemical imbalances occur in **CENTER** facilities **RENTER'S** time may be cancelled with no prior notice due, however **CENTER** will attempt to give **RENTER** as much notice of cancellation as reasonably possible.
- 13. **INDEMNITY:**
 - A. Both parties mutually agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, members, officials, or employees.
 - B. Each party agrees to indemnify, hold harmless and defend and release the other party, its agents, officials, and employees from and against any and all suits, claims, and proceedings for loss, damages, injury or liability, arising out of the performance of this contract or for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees.
 - C. The COUNTY is a governmental entity under the "Utah Governmental Immunity Act", Title 63G, Chapter 7, Utah Code Ann. Both parties agree that the COUNTY maintains all privileges, immunities, and other rights granted by the Act and all other applicable law and do not waive any defenses or limits of liability otherwise available under the Act and all other applicable law.
- 14. **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**.
- 15. **RENTER** will not conduct or promote any activities or advertise any special or particular event to be conducted at the **CENTER**, without **CENTER'S** prior written consent.
- 16. **RENTER** is not authorized to use any of **CENTER's** business equipment, materials, lobby or office furniture.
- 17. If available, **RENTER** may use **CENTER** folding tables and folding chairs. **Tables:**_____ **Chairs:**_____
- 18. **RENTER** agrees to instruct its members, coaches, opponents, referees, agents, volunteers and employees to enter the building through the main entrance.
- 19. **RENTER** agrees that it will not broker, sublease or sublet its reserved times.
- 20. Smoking, chewing tobacco, and alcoholic beverages are not permitted in the facility or on the premises.
- 21. **THIS AGREEMENT IS NOT VALID AT THE SALT LAKE CITY SPORTS COMPLEX.**
- 22. **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.

Authorized Program or Facility Manager Date
For Salt Lake County



RENTER, Authorized Agent Date

APPROVED AS TO FORM
District Attorney's Office

By: *Megan Smith*
Attorney
MEGAN SMITH

Date: 12/6/17