



Wheeler Historic FARM
PARKS AND RECREATION

(To be completed by Wheeler Farm)
Today's Date: _____ paid \$ _____
\$ _____ Balance due: _____

Wheeler Historic Farm Event Rules and Reservation Request Form Prices effective January 1, 2021

DATE OF EVENT: _____

****Fees must be paid in full if rental is made within ninety (90) days of requested date****

Event Start Time (includes Setup) _____ AM / PM Event End Time (includes cleanup) _____ AM / PM

Sponsoring Group / Party Name: _____

Check-in Person(s): _____

Responsible Person (financially): _____ Phone: _____

Street _____ City _____ State _____ Zip Code _____

Best Phone # _____ Alternate Phone # _____

E-mail: _____

Activity Barn Rental (block) 9AM-3PM or 5PM-11PM = Cost: \$ _____

Activity Barn Rental (hourly) Hourly rate \$ 110.00 x _____ hrs = Cost: \$ _____

Hourly rate \$ 195.00 x _____ hrs = Cost: \$ _____

Birthday Party Package – (10am-12pm, 1pm-3pm, 4pm-6pm) = Cost: \$ _____

Party House (2 hr min) Hourly rate \$ 35.00 x _____ hrs = Cost: \$ _____

Ice House Rental (2 hr min) Hourly rate \$ 50.00 x _____ hrs = Cost: \$ _____

Lawn Area to be rented (1/2 day):

Pavilion _____ Central _____ 9AM-3PM or 4PM-9PM = Cost: \$ _____

5K Track _____ = Cost: \$ _____

TOTAL cost of rental: Space _____ + Damage Deposit _____ + Additional costs _____ = Total Cost: \$ _____

Hours Added: # of hours added x \$ _____/hour Date paid: _____ = New Total: \$ _____

Estimated number of people (including participants, spectators and support staff) _____

Describe Your Event (or attach a flyer, brochure or information sheet)

No vehicles are allowed on the farm during any event. Set-up arrangements must be made a minimum of 48 hours prior to your event to arrange for vehicle access. Vehicles on the farm during an event will result in loss of security deposit.

Event Checklist

Check all that apply.

Type:

- Immediate Family Event / Reunion / Birthday
- Wedding/ Reception (Last Names of Couple) _____
- Bicycles used in event
- Athletic event. (Denote area on map.)
- Other _____

Private Event Activities:

- Food Catering
- Inflatables (Must be pre-approved, 5 hours max. on the grass and must have a generator) Denote location on map. (**additional \$50 per inflatable _____ x \$50 = \$_____**)
- Tent Rentals (Diamond Rentals, 4518 South Riverside Drive, 801-262-2080)
- Music / Sound Amplification (contact SL Valley Health Department, 385-468-3835).
- PA System for announcements (out-doors)
- Stages or tents. (Denote locations on map.)
- Hot Air Balloon (tethered only)
- Other, Explain: _____

Miscellaneous:

- Electrical Requirements (the pavilion has 110 volt service only)
- Electrical Requirements (lawn space – pull power – additional \$50 per box – 2 per space)

Some events may require Off-Duty Police, additional waste containers, portable sanitary units, additional farm staff attendants and/or parking staff at renter's expense.

Submitting a Request Form

Complete a form for each separate event being requested. We cannot hold dates. All reservations require a non-refundable deposit before they can be approved. Submit the completed form to:

Wheeler Historic Farm
6351 S 900 E
Salt Lake City, UT 84121

By signing the Contract, you understand there are no refunds for cancellations. _____ (initials)

Fax the completed form to 385-468-1754, or e-mail it to wheeler1@slco.org

Salt Lake County Wheeler Historic Farm License Agreement
Standard Form Contract DA No. 21-17311 Approved for Division use 9-February-21 through 31-Dec-21

This agreement, dated this _____ day of _____, 2021 and is entered into between Salt Lake County on behalf of its **Wheeler Historic Farm** (hereafter referred to as **FARM**), a Salt Lake County Facility, located at **6351 South 900 East, Salt Lake City, UT 84121** and _____ (hereafter referred to as **RENTER**). **FARM** hereby licenses to **RENTER** and its members, guests, spectators and competitors, the use of **FARM'S** facilities, subject to all conditions set forth below.

Responsible person, _____

Address _____ **City** _____ **Zip** _____

Best phone (_____) _____ **2nd phone (_____)** _____

E-mail Address _____ @ _____

CONDITIONS OF CONTRACT

In consideration of RENTER's use of the FARM, RENTER agrees to:

1. Pay FARM all costs and expenses applicable to RENTER's event upon receipt of invoice or as otherwise indicated by policy or notice.
2. Review and comply with the Wheeler Farm Reservation Policy.
3. Assume liability for damage to County property, fixtures, and equipment caused by Renter, its members, guests, spectators, or competitors.
4. Assume full and exclusive responsibility for:
 - a. The safety of the persons and property of all RENTER's members, guests, spectators, competitors and members of the public in attendance at any event or activity put on by RENTER. RENTER assumes all risk of events and activities; FARM assumes none thereof. FARM shall not be responsible for losses by RENTER, its agents, employees, members, guests, or invitees occasioned by theft or disappearance of equipment or other personal property; and
 - b. All damages to FARM property, fixtures and equipment caused by RENTER, its members, guests, spectators or competitors. The actual cost of repair and/or cleaning shall be paid by RENTER immediately upon receipt of an invoice from FARM.
5. Clean up all areas used. Areas must be returned to the conditions and order they were in before scheduled use. Cleaning includes, but is not limited to removal of decorations, returning tables and chairs to their original location, sweep, spot clean, mop floor (if deemed necessary by the building attendant) and empty garbage cans. All litter, trash, and garbage must be deposited in the correct dumpsters outside the building. All spills must be wiped up immediately. FARM is not responsible for any equipment, supplies, or other property left on the premises.
6. Designate one adult per 50 adult guests to supervise RENTER's event and one adult per 20 child guests at the event.
7. Identify to FARM's on-duty building attendant RENTER's designated supervisors. RENTER's designated supervisors shall ensure RENTER's guests and invitees comply with FARM's policies and local and state laws.
8. Comply, at RENTER's expense, with FARM's requirements for security and medical personnel.
9. Indemnify, hold harmless and defend FARM, 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 Agreement.
10. Acknowledge that FARM 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 (2018). The Parties agree that FARM shall only be liable within the parameters of the ACT. Nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in the ACT.
11. Assume all risk of loss in the event RENTER's scheduled facility rental is terminated for any reason. In no event shall FARM be liable for any costs or attorney fees expended by the RENTER in enforcing his/her rights under this Agreement. The

RENTER agrees that FARM 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.

12. Be responsible to inspect the facilities or areas it rents prior to each use to ensure safe conditions. Any unsafe conditions shall be reported to FARM staff immediately, and the areas or Facilities should not be used until notice is received from the FARM.
13. Not 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 FARM.
14. Not conduct or promote any activities or advertise any special or particular event to be conducted at the FARM without FARM's prior written approval.
15. Use FARM's Tables & Chairs only upon request.
16. Not broker, sublease, or sublet reserved times.
17. Not move existing exhibits or displays that are a part of the Wheeler Historic Farm. RENTER shall not otherwise modify any structure, electrical system, or equipment.
18. Acknowledge that the rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
19. COVID-19: RENTER acknowledges the uncertainty caused by the COVID-19 pandemic, and notwithstanding any other provision to the contrary, the RENTER agrees that FARM, in its sole discretion, may immediately terminate this Agreement at any time for reasons related to COVID-19, including without limitation health or other orders, whether issued by Salt Lake County or other government officials. If FARM terminates this Agreement under this Section 19, FARM shall refund to RENTER any rental deposits/fees paid by the Organizer/Renter for this rental, less any reasonable costs and expenses which FARM incurred up to the time of cancellation.
20. Acknowledge that 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.

Signature: _____
WHEELER FARM FACILITY MANAGER

Signature: _____
RENTER, Authorized Agent

Approved as to legal form:

David A. Johnson
2021.02.09
Signature: _____
Deputy District Attorney



SALT LAKE COUNTY PARKS AND RECREATION DIVISION

POLICY AND PROCEDURE

ON WHEELER HISTORIC FARM RESERVATIONS

PURPOSE

Salt Lake County Parks and Recreation Division ("Parks and Rec") is committed to providing a safe and positive environment for all patrons, employees, and volunteers. To that end, Parks and Rec desires to establish a policy on the orderly use and rental of amenities at its Wheeler Historic Farm.

POLICY

In order to create consistent standards for renting amenities at Wheeler Historic Farm, it is the policy of Parks and Rec to enforce the following:

1. This Reservation Policy applies to rentals of the Activity Barn, the Ice House, and Lawn Areas.
2. A non-refundable rental deposit of 25% of the Rental Fee shall be paid upon making a reservation for the Ice House, lawn area, or the Activity Barn.
3. Remaining invoiced fees (including all applicable rental fees, security deposit fees, and Building Attendant fees) shall be paid within 30 days of the date the Facility Reservation was made.
4. Additional rental time requested by Renter within 90 days of the scheduled Facility use shall be paid by Renter upon demand.
5. Renter's Security Deposit shall be refunded in full if no damage to the Facility is discovered, no additional cleaning is required, Renter has vacated the Facility upon the scheduled time, Renter has not left balloons in the rafters, and Renter has not allowed inflatables to remain on the lawn for more than five hours. Wheeler Farm reserves the right to retain deposited funds for the following purposes & rates:
 - 5.1 \$100 per 30 minutes for FARM staff to clean the Facility to the condition in which the Renter found the Facility.
 - 5.2 Unpaid balances for additional staff time
 - 5.3 \$10 per balloon left in rafters
 - 5.4 Entire deposit for inflatables left on the lawn for longer than 5 hours.
 - 5.5 \$125 per 30 minutes for the Renter's failure to vacate the Facility at the scheduled time.
 - 5.6 Actual cost to repair or replace damaged facilities or equipment.
6. FARM staff shall conduct an inspection of the rented area at the conclusion of an event. The morning following an evening event, a final inspection will be conducted by Facility management. Any damage, litter, trash or un-clean areas not discovered during the check-out process will be documented and deducted from the cleaning deposit. Prior to cleaning, the RENTER will be notified. If RENTER disputes the claim, RENTER will have a one-hour window to return to the Farm to view the area in question.
7. RENTER may not use nails, pins, staples, tape, glue, poster putty, 3M tape or other tool that will leave holes or mar the building. RENTER MAY use blue painter tape, wire, fishing line and zip ties to affix décor or cover cords.
8. FARM reserves the right to determine the appropriate number of building attendants, other personnel necessary to properly service RENTER's event, at RENTER's expense. Each staff member present shall be billed at a rate of \$25/hr.
9. FARM may require RENTER to provide security and medical coverage (off-duty police officers and EMT's) at its event.
10. FARM shall notify law enforcement of criminal law violations and may require RENTER to immediately vacate the Facility should RENTER or a guest or invitee violate the law or FARM's Patron Code of Conduct.

11. All cancelled reservations shall result in loss of RENTER's non-refundable deposit. Canceled reservations within 90 days of a scheduled rental are subject to loss of all rental payment, however the Security Deposit shall be refunded.
12. If RENTER does not take possession of the rented space within two (2) hours of the scheduled time, FARM shall consider the rental cancelled and will close the Facility.
13. Should conflicts arise between RENTER's scheduled rental times and the public or other users of the Facility, FARM 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 FARM, and a proportionate credit or refund to RENTER will be issued if applicable. If maintenance problems occur at the Farm, RENTER's reservation may be cancelled with no prior notice, however, FARM will attempt to give RENTER as much notice as possible.
14. RENTER may be required, in FARM's sole discretion, to acquire a public liability or special event insurance policy in an amount determined by FARM in which FARM is named as an additional insured party. If so required, prior to utilizing FARM, RENTER shall furnish FARM with acceptable certificates of insurance.
15. RENTER may not use FARM's business equipment, materials etc.
16. Alcoholic beverages are not allowed on the premises. Smoking and chewing tobacco are permitted in the parking lot only.
17. Decorations. Helium balloons must be tethered and may not be released into the rafters. Decorations must be free-standing and may not be affixed to the Facility. Fire code prohibits use of open flame candles, hay, or other flammable materials.
18. RENTER may not conduct any water attractions on FARM's lawn. This includes dunk tanks, water slides and small pools.
19. Vehicles are not allowed on any Farm property, except in designated parking lots. Campers and RV's are not allowed overnight in parking or on park grounds.
20. For deliveries arriving before the scheduled rental time, RENTER shall be billed an hourly charge of \$25. FARM staff will not sign for any deliveries. RENTER must be present for all deliveries

APPROVED AND PASSED THIS 26th DAY OF January, 2018.

Community Services Department

By: Holly M. Yocom
Holly Yocom, Director

APPROVED AS TO FORM
District Attorney's Office
By: Megan L. Smith
Deputy District Attorney
Megan L. Smith
Print Name
Date: 4/22/18

Division of Parks and Recreation

By: Martin Jensen
Martin Jensen, Director