



Salt Lake County Wheeler Historic Farm Facility Use Agreement
Standard Form Contract DA No. 22CIV001958 Approved for Division use 17-Feb-23 through 31-Dec-23

This Facility Use Agreement ("Agreement") is entered into between Salt Lake County on behalf of its Wheeler Historic Farm (hereafter referred to as County), a Salt Lake County Facility, located at 6351 South 900 East, Salt Lake City, UT 84121 and _____ (hereafter referred to as User). County grants to User and its members, guests, spectators and competitors, permission to use the County's Property on and during the Event Dates, subject to all conditions set forth below.

User's Responsible person, _____

Address _____ City _____ Zip _____

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

E-mail Address _____ @ _____

EVENT DATES (Include specific dates, and beginning and ending times): _____

Property:

Activity Barn Usage (block) \$1,980 9AM-3PM or 5PM-11PM = Cost: \$ _____

Activity Barn Usage (hourly) Hourly rate \$ 165.00 x _____ hrs = Cost: \$ _____

Hourly rate \$ 247.50 x _____ hrs = Cost: \$ _____

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

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

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

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

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

5K Track _____ = Cost: \$ _____

Education Center Usage (block) \$1,980 9AM-3PM or 5PM-11PM = Cost: \$ _____

Education Center Usage (hourly) Hourly rate \$ 165.00 x _____ hrs = Cost: \$ _____

Hourly rate \$ 247.50 x _____ hrs = Cost: \$ _____

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

CONDITIONS OF THE AGREEMENT

1. User shall pay County at least 25% of the Total Fee upon signing this Agreement, and will pay any remaining balance within 30 days after execution of this Agreement. Notwithstanding Paragraph 6.a, this Agreement will NOT be effective unless and until User pays the required 25%. If this Agreement is signed within ninety days of the Event Dates, then the Total Fee must be paid in full at the time of execution.
2. User assumes all liability (including indirect, consequential, indirect, and any other damages) for any damage to County property, fixtures, and equipment caused by User, its members, guests, spectators, or competitors, agents, employees, representatives, and any other invitees ("User's Invitees").
3. Liability
 - a. User assumes full and exclusive responsibility for:
 - i. The safety of the persons and property of User and User's Invitees all User's and members of the public in attendance at any event or activity put on by User. User assumes all risk of events and activities; County assumes none thereof. County shall not be responsible for losses by User or User's Invitees occasioned by theft or disappearance of equipment or other personal property; and

- ii. All damages to County property, fixtures and equipment caused by, directly or indirectly, User or User's Invitees. The actual cost of repair and/or cleaning shall be paid by User immediately upon receipt of an invoice from County.
 - b. User shall fully indemnify, hold harmless, and defend County, its officers, officials, agents, and employees from and against any and all losses of any kind, 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, acts or omissions by User and/or User's Invitees in the performance or use of this Agreement.
 - c. User understands and agrees that 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 (in effect at any given time). The Parties agree that County 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 or the basis of liability as set forth in the Act.
 - d. User assumes all risk of loss in the event User's scheduled Property use under this Agreement, or this Agreement, is terminated for any reason. In no event shall County be liable for any costs or attorney fees expended by the User in enforcing this Agreement. The User agrees that County shall not be liable for indirect, incidental, consequential damages, or other damages of any kind, regardless of the form of action, nor shall it be liable for exemplary damages or lost revenue. In consideration for User's ability to use County's facilities, User hereby fully waives their right to bring any action against the County related to or arising out of termination of this Agreement or termination of User's scheduled Property use under this Agreement.
4. User's Obligations
 - a. User shall clean up all areas for the Property used under this Agreement. USER shall return all Property and associated areas used under this Agreement to the conditions and order they were in before the 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. County is not responsible for any equipment, supplies, or other property left on the Property.
 - b. User shall designate one adult per 50 adult guests to supervise User's event and one adult per 20 child guests at the event.
 - c. User shall identify to County's on-duty building attendant User's designated supervisors. User's designated supervisors shall ensure User and User's Invitees comply with County's policies, Salt Lake County Divis Patron Standards of Conduct and all applicable laws, orders, ordinances, rules, regulations, relevant standards, and requirements of federal, state, or city government. FARM shall always have the right to remove any person from County property.
 - d. User shall comply, at User's expense, with County's requirements for security and medical personnel.
 - e. User shall To fully indemnify, hold harmless, and defend FARM, its officers, officials, agents, and employees from and against any and all losses of any kind, 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, acts or omissions by USER and/or USER's Invitees in the performance or use of this Agreement.
 - f. 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 or the basis of liability as set forth in the ACT.
 - g. Assume all risk of loss in the event USER's scheduled Property use under this Agreement, or this Agreement, is terminated for any reason. In no event shall FARM be liable for any costs or attorney fees expended by the USER in enforcing USER's rights under this Agreement. The RENTER agrees that FARM shall not be liable for indirect, incidental, consequential damages, or other damages of any kind, regardless of the form of action, nor shall it be liable for exemplary damages or lost revenue. In consideration for USER's ability to use FARM's facilities, USER

hereby fully waives their right to bring any action against the County related to or arising out of termination of this Agreement or termination of USER's scheduled Property use under this Agreement.

- h. be responsible to inspect the Property and areas it intends to use prior to each use to ensure safe conditions. Any unsafe conditions shall be reported to County staff immediately, and the areas or facilities should not be used until written notice is received from the County.
- i. County reserves the right to determine the appropriate number of building attendants, other personnel necessary to properly service User's Event Dates, at User's expense. User shall pay County \$25 per hour for each County Staff member present during User's Event Dates. These fees may not be represented in the Usage Fee above. If not included, County will invoice User for the fees, and User will pay within 30 days of receiving such invoice.
- j. County may require User to provide security and medical coverage (off-duty police officers and EMT's) at User's event during the Event Dates, at User's cost and liability.
- k. User shall obey and comply with all applicable state, local, and federal laws, including the Salt Lake County Division of Parks and Recreation Patron Standards of Conduct. County will notify law enforcement of potential criminal law violations and may require User and any or all of User's Invitees to vacate the Property immediately for the violation of a criminal law or Patron Standard of Conduct.
- l. User shall take possession of the Property within two hours of the scheduled Usage Date. Failure to do so will be deemed termination by the User, County will retain all payments made by User, and User will still be liable to pay County the entire Usage Fee if not already paid.
- m. User may be required, in County's sole discretion, to purchase a public liability or special event insurance policy in an amount determined by the County in which "Salt Lake County" is named an additional insured party. If so required, prior to utilizing the Facility, User shall furnish County with acceptable certificates of insurance.
- n. For deliveries arriving before the scheduled Usage Date, User shall be billed an hourly charge of \$25. County staff will not sign for any deliveries. User must be present for all deliveries.

5. Restrictions

- a. User will not sell, distribute, or solicit the sale or distribution of any material, equipment, or product whatsoever, in or about the Property, without prior written consent of County, which consent may be withheld in the County's sole discretion.
- b. User will not conduct or promote any activities or advertise any special or particular event to be conducted at the Property without County's prior written approval which approval may be withheld in the County's sole discretion.
- c. User will not use County's tables and chairs without prior written consent from the County, which consent the County may withhold in County's sole discretion.
- d. User will not broker, sublease, or sublet reserved times.
- e. User will not move existing exhibits or displays that are a part of the Wheeler Historic Farm. User shall not otherwise modify any structure, electrical system, or equipment.
- f. User will not use nails, pins, staples, tape, glue, poster putty, 3M tape or other tool that may leave holes or otherwise mar or deface the Facility. User may use blue painter tape, wire, fishing line and zip ties to affix decor or cover cords, though User will be financially liable for any damage caused by such items.
- g. User may not use County's business equipment or materials.
- h. Alcoholic beverages are not allowed on the Property or associated County property. Smoking and chewing tobacco are permitted only in the Facility's parking lot.
- i. 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 the use of open flames, hay, or other flammable materials.
- j. User may not conduct or host any water attractions on Facility's lawn. This includes without limitation dunk tanks, water slides and small pools.
- k. Vehicles are not allowed on any County property, except in designated parking lots. Campers and RV's are not allowed overnight on County property. User's or User's Invitee's vehicles on County property in violation of this section will result in the automatic loss of User's security deposit.
- l. User will not have deliveries sent to the Property unless the delivery arrives during the Event Dates and User is present to accept the delivery. All other deliveries will be rejected by the County. The County will not accept deliveries and is not liable for any deliveries.
- m. User's use of County's inflatables is limited to a period of 5 hours in calendar day. Such use must be on County grass and be operated by a generator at User's expense.



6. Term and Termination.

- a. This Agreement shall be effective upon the date of the signature of the last party to sign (as indicated by the date accompanying that party's signature) and shall terminate 30 calendar days after the end of the Event Dates, unless terminated sooner as provided herein.
- b. County will refund any security or cleaning deposit specified in this Agreement and collected by the County if the County discovers no damage to the Facility, no additional cleaning is required, User has vacated the Facility by or before the end of the Event Dates, User has not left balloons in the rafters, and User has not allowed inflatables to remain on the lawn for more than five hours.
- c. After User's Usage Date, County staff will conduct an inspection of the used area of the Facility. Any damage, litter, trash, or un-clean areas not discovered during this inspection will be documented and deducted from the applicable deposit. Prior to cleaning, the User will be notified.
- d. County may retain any security or cleaning deposits for the general purposes of cleaning the Facility, or repairing or replacing County property damaged during User's use of the Facility, and specifically for the following purposes and rates:
 - i. \$100 per 30 minutes for County staff to clean the Facility to the condition in which the User found the Facility.
 - ii. Unpaid balances for additional staff time.
 - iii. \$10 per balloon left in rafters.
 - iv. Entire deposit for inflatables left on the lawn for longer than 5 hours.
 - v. \$125 per 30 minutes for the User's failure to vacate the Facility at the scheduled end of the Usage Date.
- e. Termination. Either party may terminate this Agreement, 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. Termination is effective immediately upon written notice to the non-terminating party. The parties agree that termination will not entitle the non-terminating party to any rights or remedies provided by law or equity, including but not limited to, breach of contract or any other claim or cause of action. User understands there is no right to appeal County's termination of this Agreement under county ordinance, county policy, Patron Standards of Conduct, or any other law, policy, or ordinance, and any termination is final. If this Agreement is terminated prior to or during User's Event Dates, County shall refund to USER any rental deposits/fees paid by the User for this Agreement, less any reasonable costs and expenses which County incurred up to the time of cancellation, and less any deposits/fees used by the User on a pro rata basis.
- f. Upon termination, User agrees to quit and surrender use of the Property. Any personal property left on the Property by User after termination may be disposed of in any manner by the County in its sole discretion.

7. Miscellaneous Provisions

- a. The rights and remedies of the County listed herein are in addition to any other rights and remedies provided by law or equity.
 - b. This Agreement does not create or constitute any vested rights or property interests and is terminable at will. Nothing herein shall be interpreted or construed to confer upon User any expectation or right with respect to continuance of or renewal of this Agreement or approval of any future application for a similar Agreement.
 - c. The waiver of any breach of this Agreement by the County shall in no event constitute a waiver as to any future breach.
 - d. Should conflicts arise between User's scheduled Event Dates and the public or other users of the Facility, County reserves the right to change the scheduled Event Dates in the best interest of the public and the Facility. In this event, every effort will be made to arrange new dates and time that are mutually agreeable to both User and County, and a proportionate credit or refund to User will be issued if applicable. If maintenance issues occur at the Property, User's reservation may be cancelled by County in a manner consistent with Section 6.f.
8. Any alteration of the standard form language without prior review of the Salt Lake County District Attorney's Office shall render this Agreement void and without effect. Any changes to this Agreement must be pre-reviewed as to form and legality by the District Attorney's Office.

[Signature page to follow]



Signature: _____
WHEELER FARM FACILITY MANAGER
Date: _____

Signature: _____
USER, Authorized Agent
Date: _____

REVIEWED AS TO FORM AND LEGALITY FOR SALT LAKE COUNTY:

Signature: _____
Deputy District Attorney

ADDITIONAL TIME AND FEE AMENDMENT

THIS SECTION TO BE COMPLETED ONLY IF ADDITIONAL TIME AND FEES ARE MUTUALLY AGREED UPON BY THE PARTIES

1. The Parties hereby agree to modify the Event Dates and Total Fees of the Agreement to read as follows:

EVENT DATES (Include specific dates, and beginning and ending times): _____

Property:

Activity Barn Usage (**block**) \$1980 **9AM-3PM or 5PM-11PM** = Cost: \$ _____

Activity Barn Usage (**hourly**) Hourly rate \$ **165.00** x _____ hrs = Cost: \$ _____

Hourly rate \$ **247.50** x _____ hrs = Cost: \$ _____

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

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

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

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

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

5K Track _____ = Cost: \$ _____

Education Center Usage (**block**) \$1,980 **9AM-3PM or 5PM-11PM** = Cost: \$ _____

Education Center Usage (**hourly**) Hourly rate \$ **165.00** x _____ hrs = Cost: \$ _____

Hourly rate \$ **247.50** x _____ hrs = Cost: \$ _____

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

- 2. All other terms and conditions of the Agreement shall remain in full force and effect.
- 3. Any alteration of the standard form language without prior review of the Salt Lake County District Attorney’s Office shall render this Agreement void and without effect. Any changes to this Additional Time and Fee Amendment must be pre-reviewed as to form and legality by the District Attorney’s Office.

Signature: _____
WHEELER FARM FACILITY MANAGER
Date: _____

Signature: _____
USER, Authorized Agent
Date: _____

Reviewed as to form and legality for Salt Lake County: _____