

Salt Lake County Parks & Recreation Birthday Party Rental Agreement
Standard Contract Form DA No. 16-05649 Approved for Division use 10-April-16 through 31-Dec-16

THIS AGREEMENT, dated this ____ day of _____ 20____, is entered into between Salt Lake County on behalf of its Fairmont Aquatic Center (hereafter referred to as **CENTER**), located at 1044 E. Sugarmon Dr., Salt Lake City, UT 84106 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: _____
 (ALL INFORMATION IS NEEDED. PLEASE PRINT CLEARLY)

Address: _____

City/State/Zip: _____ Phone: _____

Email: _____ (This will not be shared. This is to send any necessary updates.)

CONDITIONS OF CONTRACT

- Select One: ____ Room Rental -- \$60.00 ____ Party Package -- \$90.00
 Paid on: _____ Amount \$ _____ Till # _____ Staff member initials _____
- Date of Rental: _____; time of Rental, starting: _____; and ending _____.
- Party in honor of: _____ Select one: ____ Boy Girl ____

FOR OFFICE USE ONLY

Number of: Children _____ Adults _____ Total Number of Pizzas: _____
 Cheese _____ Pepperoni _____ Sausage _____ Pineapple _____
 Ordered By: _____ Ordered at: _____
 Pizza Order #: _____ Color of Table Cloths if requested: _____
 Name of Staff Member who called Renter 72 hours in advance: _____ Date: _____
 Drinks Requested: _____
 Additional Notes: _____

Additional Children	\$2.00 each x _____	= \$ _____
Additional Adult(s)	\$4.00 each x _____	= \$ _____
Additional Pizza(s)	\$11.00 each x _____	= \$ _____
Additional 2 Liter Beverage	\$2.00 each x _____	= \$ _____
Additional 1 Liter Beverage	\$1.00 each x _____	= \$ _____

TOTAL: \$ _____

- Payment for the total cost listed above is required at time of reservation. Should **RENTER** make a subsequent request to add food or beverages, **RENTER** shall pay for remaining amounts owed before the ending time stated in paragraph 2. above. Accounts 60 days past due will be referred for collection. In the event **RENTER's** account is referred for collection, **RENTER** agrees to pay **CENTER** reasonable

attorney fees and collection costs.

5. **CENTER** may terminate this Agreement and deny **RENTER** use of the **CENTER** with no prior notice due to chemical imbalances of the pool or maintenance problems. In such instances, **RENTER** shall be entitled to a full refund.
6. **RENTER** may receive a refund of payment until 72 hours before the scheduled use of the **CENTER**. Refunds must be requested in person and in writing. **CENTER** may withhold 25% of **RENTER's** payment for administrative costs. Refunds are not provided due to pool closures in order to remediate a contamination.
7. **CENTER** shall provide a "Happy Birthday" sign and limited decorations. Decorations provided by **RENTER** must be self-standing. **RENTER** may not use nails, pins, staples, tape, glue or other devices that can leave holes or mar the building.
8. **RENTER** must provide the following minimum supervision:
 - a. One adult for every two children age 4 and under
 - b. One adult for every four children age 5 to 6
 - c. One Adult for every eight children 7 and older.
9. Should conflicts arise between **RENTER's** scheduled times and other uses of the **CENTER**, **CENTER** reserves the right to change **RENTER's** time. In this event, every effort shall be made to make an arrangement that is mutually agreeable to both **RENTER** and **CENTER**, and a pro-rated credit or refund to **RENTER** will be issued.
10. **RENTER** assumes full and exclusive responsibility for:
 - a. The *safety* of the persons and property of all invitees of **RENTER** 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 **CENTER**. **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**.
11. **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 garbage cans. 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.
12. **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: \$
13. **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.
14. **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. **CENTER** is a governmental entity under the "Utah Governmental Immunity Act", Title 63G, Chapter 7, Utah Code Ann. Both parties agree that the **CENTER** 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.
15. **RENTER** agrees to instruct its invitees to enter the building through the main entrance.
16. Smoking, chewing tobacco, and alcoholic beverages are not permitted in the facility or on the premises.
17. **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.

Fairmont Aquatic Center Facility Manager

Date



RENTER

Date