



City of Holladay

ROOM RENTAL AGREEMENT

- (1) **USE OF THE FACILITIES.** Once the reservation request is confirmed by the City and the applicant has paid in the full the required fees and deposit, the User may use the specified facilities and/or equipment at the date(s) and time(s) indicated on the "Building Reservation Permit." The use permitted in this paragraph is expressly subject to the restrictions and conditions in the subsequent sections of this Agreement. User has right of ingress/egress through the halls and corridors of Holladay City Hall (Center) but no other right in any other part of the Center than the room/part specified.
- (2) **DEPOSIT RETENTION.** In the event the User shall default in any of the covenants herein contained, the City may retain the full amount of any deposit made for damages. It is agreed that damages for violation of this Agreement and/or of any applicable statutes or regulations are difficult to measure, and that the deposit is a good faith advance approximation of those damages and not a punitive measure. The City may refuse to accept any subsequent application from the User for use of any facilities within the Center and may take any legal action necessary to achieve compensation. In the event of legal action, the defaulting party shall pay all costs and expenses (including a reasonable attorney's fees) incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.
- (3) **TIME USAGE OF FACILITY.** User shall arrive and surrender the Room and all equipment contained on and in the premises to City at the end of the term of the usage, as defined in the "Building Reservation Permit," which is hereby incorporated by reference into this Agreement. If the facility is ready for the User at the scheduled time and the User is late leaving, they will be charged an additional fee to be determined on a pro-rated basis.
- (4) **NON-COMPLIANCE.** The City reserves the right to void this Agreement after 24-hour notice should the User default on the payments or not comply with this Agreement's covenants.
- (5) **CANCELLATION.** In order to receive full reimbursement or credit, cancellations must be made two (2) weeks prior to scheduled reservation. Failure to cancel within the required time will result in the User being liable for full user fees. It is agreed that the legal address and telephone number of the City for all notices given are as follows:

Jackie Hyatt
City of Holladay
4580 South 2300 East
Holladay, Utah 84117
(801)272-9450

- (6) SUPERVISION AND REGULATIONS. All persons using the building shall be supervised at all times covered by this Agreement, by the User, and as necessary by additional responsible adult(s) designated by the User, and who must identify themselves as supervisors to the Center's personnel on duty at the time of use. The User and all agents, associates, employees, contractors and invitees of User shall obey any reasonable directions and instructions of the City's/Center's personnel and shall comply with all applicable Federal, State, and local laws/regulations pertaining to the Center and all related facilities. The User shall not admit to the Center a larger number of persons than the Center can accommodate or that can safely or freely move about the premises. The User shall not do or permit to be done anything in or on any part of the Center which in any way conflicts with the regulations of the fire department. SMOKING IS STRICTLY PROHIBITED ON OR AROUND THE CENTER PREMISES.
- (7) ALCOHOL. Alcoholic beverages may only be served inside City Hall, not outside, and only in the designated/rented rooms. Permission to serve alcohol may be granted only upon satisfying the following conditions prior to the events: (a) Obtain a policy of liability insurance in an amount of not less than \$1,000,000. The City must be named as an "additional insured" on the policy. (b) In the case of serving "liquor" only, a special event permit must be obtained from the Division of Alcoholic Beverage and Control prior to the City's execution of this Agreement.
- (8) DAMAGES, LOSS OF EQUIPMENT, AND CLEAN UP. The User and persons (s)he is responsible for supervising, shall use the Center in a safe, prudent, and responsible manner and only for its usual and intended purpose. The User shall be liable for any damage resulting to the Center and its equipment caused by either the User or persons (s)he is responsible for supervising. All equipment entrusted to the User or on the premises during the term of this Agreement which shall become lost, stolen, damaged or which shall be otherwise lost or removed from the Center shall be the sole responsibility of User. User shall be responsible to pay full replacement costs to the City. The User shall leave the Center in a clean and orderly condition. All trash shall be disposed of properly, and all equipment shall be returned to its designated location. Failure to return key card as required will result in a \$25.00 assessment.
- (9) SPONSORSHIP. The User shall not represent or imply that the City in any way sponsors, supports, or endorses the activity for which the Center is used.
- (10) INDEMNIFICATION. User covenants and agrees to save, indemnify, and hold City free and harmless from any and all damages, claims, or lawsuits which may arise during the term of User's use of Center. Required certificates of liability insurance shall be provided by User.
- (11) ASSIGNMENT AND AMENDMENT. Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, signed by the parties, and attached hereto. The User shall not assign or transfer any rights under this Agreement without prior written consent of the City first obtained.
- (12) ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

(13) GOVERNING LAW. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

ROOM RENTAL RULES AND REGULATIONS

- (1) REFUNDS. In order to receive a refund of your "Fee" or credit, cancellations must be made two (2) weeks prior to the scheduled reservation. Failure to do so will result in the User being liable for full user fees.
- (2) OPENING. Opening of Center and/or facilities will be 15 minutes before time of reservation. If for any reason, no representative of the reserving group and duly designated as such on this Permit, has arrived within one half hour of the reserved time, the building will be closed and the reservation canceled. No building will be occupied without a permit. (Please take this permit with you.)
- (3) RESPONSIBILITY. All heating, lighting, and ventilation fixtures are to be regulated only by authorized Center personnel. The "Group" named above is held responsible by the Center for leaving the building clean and neat as set forth in the building checklist. Responsibility for breakage of, or damage to the Center or any related City property, real or personal, during use by this group will rest with the User and the User's immediate Contact/Sponsor. If damage occurs or any ordinance is violated, User's deposit will be forfeited, and in addition, the City reserves the legal right to pursue all legal remedies.
- (4) SMOKING AND DRINKING. Smoking in or around Center premises is strictly prohibited. Serving alcohol and/or liquor is prohibited unless specifically approved in writing by the City upon the conditions set forth in the Rental Agreement.
- (5) AMPLIFYING SOUND. This permit does not grant permission to amplify sound or music above the allowable Salt Lake City-County Health Regulations limits.
- (6) DECORATIONS. No wall decorations are allowed. Violations will result in forfeiture of deposit and the Group will be responsible for the cost of repairing/repainting the wall(s).
- (7) SCOPE. Permit is for specified areas only.
- (8) EQUIPMENT LIMITATIONS. No extra equipment, such as chairs or tables, may be brought in or used.
- (9) CONTACT. Please contact Jackie Hyatt at 801-272-9450.