



Wasatch County Senior Center Rental Agreement

Name of Renter _____ Date(s) of Requested Rental _____

The Senior Center is a public facility owned, operated and administered by Wasatch County. The Renter agrees to respect the grounds, building, rooms, furnishings, and equipment.

BOOKING GUIDELINES

1. Space will be booked only when a completed, signed, and approved application is on file, and rental fee, cleaning/damage deposit are paid. Rentals are only allowed to persons 21 years of age and older. Active and paid members of the Senior Center are given first and top priority.
2. The Wasatch County Senior Center may terminate any rental when it is necessary for the safety and enjoyment of the public, for the protection of resources, or for violation of any rules and regulations of the Senior Center, or deemed necessary in the public interest. No liability will be incurred by the County, its agents or employees, by reason of such termination, and no rebates, refunds, fees, rents or deposits will be made solely because of such termination.
3. Renter shall not assign or sublease any portion of the premises, or any rights under this permit without prior approval from the Senior Center. Any such assignment or sublease shall be void and the County shall have the right to exclude any and all personnel from the room/building attempting to exercise any rights or privileges under such assignment of sublease.
4. Events, which include sales in public facilities or admission charges require special notation on application and approval.
5. **Cancellations:** Rental fees/deposits are 100% refundable 30 days or more prior to reservation; 25% of the rental fee will be charged for cancellations received between 29 days and 14 days prior to rental. Changing or cancelling a date less than 14 days prior to the rental date results in complete forfeiture of any fees.
6. Wasatch County and the Wasatch County Senior Center reserve the right of final administrative decisions regarding approval or denial of all building rentals.
7. The Senior Center is not available for rental on Sunday.

RENTAL FEES – 8:00 a.m. to 10 p.m.

\$100.00 minimum (1-4 hrs.), per room; \$200.00 minimum (5-8 hrs.), per room – Flat Fee;
\$300.00 minimum (9-14-hrs.), per room – Flat Fee

Rooms in the Senior Center will be rented on a separate basis according to the schedule above, based on availability. Charges are assessed per room. Rental of one room does not allow use of any other rooms in the building without paying the additional rental fee(s). No exceptions will be made. This helps

defray costs of utilities and upkeep. Additionally, there is a \$100.00 "damage/cleaning" deposit – due at time reservation is made.

Please check all items that you plan to use:

Tables Chairs Piano Microphone & Stand Renter is providing own Sound Equipment
 Other _____

ROOM(S) CAPACITY

Attendance will be limited to the occupancy load of the facility, by room.

Auditorium/ Multi-Purpose Room: 300 occupants standing; 175 sitting at dining tables and chairs; 245 chairs only.

Meeting rooms 158 and 159: 50 occupants standing – each room; 25 sitting at tables – each room; and 35 chairs only – each room.

Music room: 50 occupants standing; 25 sitting at tables; 35 chairs only.

PAYMENT SCHEDULE

- Rental fee and "damage/cleaning" deposit fee of \$100.00 are to be paid at time of booking
- (when reservation is made).

CLEAN UP AND DAMAGE FEES

1. A \$100.00 damage/cleaning deposit is required on all rentals. It is fully refundable **IF** the facility is left in satisfactory condition AND there is no violation of tobacco, alcohol or controlled substance abuse. **NOTE: A new deposit will be required for each new use.**
2. Renter shall leave all facilities in a clean and orderly condition.
3. The Renter is held responsible for the behavior of all attendees. If the Facility is damaged or left unclean, the Renter pays all costs of clean up and repair. Costs are taken from the damage/cleaning deposit and the Renter shall be responsible for any outstanding balance.
4. The damage/cleaning deposit (minus any necessary deductions for damaged property – if the facility/room is not left in satisfactory condition) will be returned within two (2) weeks of the use/event. If any part of the deposit is withheld, an explanation will be sent within two (2) weeks after the scheduled event/use.
5. Cleaning equipment is located inside the tables/chairs storage room in the Auditorium.
6. All personal items must be removed from the room/building the day of use to avoid an additional day's rental charge.
7. Trash is to be discarded in dumpster located outside on the north side of the Senior Center.
8. Chairs and tables should be properly stored and/or placed back in their original positions if found that way at the outset, or as otherwise directed.

RENTAL AND USE OF FACILITY

Before the Rental:

1. Renter is to provide a Certificate of Insurance (proof of insurance) from his/her insurance provider. Said proof of insurance is to have *minimum* amounts of coverage as follows:

Comprehensive general liability:	\$1,000,000.00 per occurrence \$1,000,000.00 aggregate
Damage to rented premises:	\$50,000.00 per occurrence

No use will be allowed until this document is on-file at the Senior Center for the use/event. NOTE: To secure a special event policy for your event, we suggest using one of the on-line "resources" listed on the attached "**Special Event Coverage Requirements**" information page.

Indemnification – User shall indemnify and hold harmless County and its officials, agents, employees, contractors and volunteers from any and all liabilities, losses or damages and/or any and all claims, personal injury or otherwise, occasioned by or in connections with the activities or omissions of Renter and its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests and others, including assignees. This indemnification requirement includes indemnification for claims of attorney's fees, court costs and litigation expenses of all types and amounts.

2. No items/materials may be delivered to the Facility **prior to** the Renter's set-up time.
3. Renter begins paying when set-up time commences.

During the Rental:

1. Renter is responsible for ensuring that the occupancy limit is not exceeded.
2. Renter ensures that there is no food whatsoever brought in. IF it is an authorized food "catered" event, *catered ONLY by Kitchen staff of the Wasatch County Senior Center*, food is allowed. No exceptions.
3. Renter ensures that candles, fireworks, fires, charcoal gas barbeques, or propane tanks of any kind are not in the building.
4. Renter ensures there are no pets or animals (except doctor-approved "service" animals) inside the room/building.

After the Rental:

1. Renter ensures that all equipment and fixtures are returned to their original positions/location, including portable tables and chairs; i.e. leaving the room the way it was found.
2. Renter ensures that clean-up is done *immediately following* the use/event. The room/building is to be left in clean and orderly condition.
3. Renter ensures that all trash is bagged and taken to dumpster.
4. Renter ensures that lights are turned off and windows and doors are closed and secure.
5. Renter agrees to be completely finished with use of room/building no later than 10 p.m.

OTHER POLICIES

1. The Wasatch County Senior Center is a municipal building and therefore is subject to the state laws prohibiting smoking in public buildings. Renter is responsible for any violations of the "no smoking" ordinances during the rental period. In addition, the Senior Center prohibits any alcoholic beverages or controlled substances on the property.
2. Renter understands that the Senior Center's Kitchen is not available for use of any kind. Renter is responsible for damages, caused by tape, nails, staples, or hooks placed on the walls, floors, or

- stage. Floor protectors are to be used for items placed on the floors. No open water containers should be placed on the floors.
3. Renter ensures that window blinds are protected and are not misused in any way, and are responsible for any damages.
 4. Renter ensures that no child is unattended in the room/facility -- for any reason at any time whatsoever. An adult 21 years of age or older must accompany any groups or individuals under the age of 18.
 5. The Senior Center provides a microphone hook-up, if requested by the Renter. The stage lighting system is available, where applicable. The Renter is responsible to provide any additional sound or lighting equipment he/she may need, as well as a technician to operate said equipment.
 6. "No endorsement": Permission to meet in the Senior Center in no way constitutes endorsement by The Senior Center or Wasatch County of the policies or beliefs of the organization or individual using the room/building. No advertisement or announcement implying such endorsement is permitted.
 7. Renter ensures that at no time are exits or "exit" signs to be covered or obstructed.
 8. Renter agrees to exercise reasonable care and will not, (a) damage or disturb any landscape, (b) damage or deface any structure or property, (c) disturb, deface, remove, or relocate art work or any other property within the room/building, and/or, (d) allow noise levels to exceed those permitted by the City ordinances and State Law.
 9. Renter agrees that authorized representatives of the Senior Center or Wasatch County have the right to enter the room/building being rented at any and all times during the rental period.
 10. Renter agrees that should any questionable and objectionable circumstance arise during the use/event, the County shall be the final arbiter. The Senior Center and Wasatch County reserves the right to stop functions that violate the terms set forth in this Contract. Under those circumstances, visitors may be asked to leave the premises, and the damage/cleaning deposit is forfeited.
 11. NOTE: Should a scheduling conflict between two parties arise, the Senior Center will communicate with both parties in an effort to resolve the conflict. If the parties are unable to agree upon a solution, the first request received by the Center will be given priority.

GOVERNING LAW AND INDEMNIFICATION

The Renter, its agents, employees, permittees, and invitees shall comply with all applicable laws, ordinances, and statutes, regulations, permits and licenses of the Wasatch County Senior Center, Heber City, Wasatch County, State of Utah, and the United States applicable to the use of the premises and to pay any taxes or fees that may be imposed by law in connection with the use and occupancy of the facility. The Renter shall hold harmless, defend and indemnify the County and its officials, employees and agents from and against any and all claims, losses, causes of action, judgments, damages, and expenses, including, but not limited to the attorney's fees, because of bodily injury, sickness, disease or death or injury to or destruction of property or any other injury, or damage resulting from or arising out of (a) performance or breach of the Rental Contract by the Renter, (b) the Renter's use of the building/room, or property adjacent thereto or (c) any act, error, or omission on the part of the Renter, or its agents, employees, permittees and invitees, except where such claims losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the Senior Center, Wasatch County and its officials, employees and agents.



Special Event Coverage Requirements

Liability insurance requirements must be met in order to utilize the Senior Citizens Facility located at 465 East 1200 South, Heber City, UT 84032. If you do not have existing liability coverage, your event may qualify for a Special Event Liability Policy. To secure a special event policy for your event, we suggest using one of the following resources?

- 1) Contact your local Insurance Agent to set up a policy for your event.
- 2) Use an online special event insurance company. Listed below are only 4 of the many companies who offer event insurance.

<https://www.theeventhelper.com/>

<https://www.markelinsurance.com/event>

<https://www.eventinsurances.com/>

<https://www.kandkinsurance.com>

Your Policy must include the following information:

- √ Specify date(s) of event and event description
- √ Minimum liability limit requirement: \$1,000,000.00 per occurrence

√ Additional Insured must read as follows:

**Wasatch County
465 East 1200 South
Heber City, UT 84032**

Proof of insurance must be submitted 10 days prior to your event.

If you currently have liability insurance meeting the coverage requirements, please make sure that Wasatch County is listed as an additional insured on your policy prior to submitting proof of coverage to us.

Thank you and feel free to contact JoEll Rowley at 435-654-2909 with any questions.

Wasatch County Senior Center Auditorium

List of items needing to be re-placed, turned off and/or put away - how/where

Floor:

With dry mops, located in the tables/chairs room, sweep the floor when leaving, please.

Sound System:

Red button on the wall – turned off.

Mics, all cords, and mic stands are to be “put back” in the Sound Room, if door is left open.

Please lock and close the Sound Room door, if left open to start with.

All sound is “controlled” with the buttons on the wall. No need to touch anything inside the Sound Room, please.

Piano:

If used, it is to be “placed” along the east wall of the stage, with keys cover closed and cloth cover placed over the entire piano. The piano is NEVER to be removed from the stage, please.

Ladders:

Stored on the floor, lengthwise and folded, in the ramp area west of the stage.

(Do not leave them in the “stand up” position, please.)

Rectangle Tables:

One beige and one black-colored table are left “up” at the Auditorium entrance doors, with two beige-colored folding chairs. (All other rectangle tables are “closed” and placed by the alcove wall next to the organ.)

Round tables:

All are to be returned to the racks in the same position, and then stored in the table and chair storage room. (Each round table rack holds six tables all placed in the same direction.)

Folding chairs:

All are to be returned to and re-placed onto the two racks provided, please.

Chairs, with arms:

There are eight to be “placed”, in order, along the rear wall of the Stage. Any others would have been taken from one of the classrooms and need to be returned there, please.

Black Dining chairs -without arms.

Please leave the bottom chair untouched, and use it as a handle, for ease of handling when unstacking and stacking. (This bottom chair is of a different color fabric.) Each chair rack is to have 10 chairs each. They are to be returned to chair room with facing “backs” toward you, please.

NOTES:

1. One round table and five black dining chairs are to be “left up” near the Kitchen door.
2. Wet mopping the floor should not be necessary because food and beverage items are not allowed.