



APPLICATION FOR USE

1354 CHAMBERS AVENUE

Phone: 801-214-2613 Contact: Rachel Nasse, [rnasse@millcreek.us](mailto:rnasse@millcreek.us)

This application must be filled out completely and submitted to The Millcreek Common. Please read the Policies and Procedures found on our website. Additional information may be requested by The Millcreek Common to determine special conditions for granting a Contract for Use. Once the application is approved, you will receive a contract for use.

Name of Organization: \_\_\_\_\_

Event Name: \_\_\_\_\_

Billing Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Date Requested: \_\_\_\_\_

Start: \_\_\_\_\_  AM  PM End: \_\_\_\_\_  AM  PM

Set: \_\_\_\_\_  AM  PM Strike: \_\_\_\_\_  AM  PM

Non Profit:  Yes  No

501C3:  Yes  No

Tax ID number: \_\_\_\_\_

Area Designated for Use:

Stage and Skate Loop  Skate Loop

Conference Room  Sundeck

Entire Plaza  Lounge

Attendance: \_\_\_\_\_ Event Purpose: \_\_\_\_\_

Sponsors/Partners: \_\_\_\_\_

Will you include skating:  Yes  No If yes, how many tickets: \_\_\_\_\_

Food Service:  Yes  No Sold to public:  Yes  No Caterer:  Yes  No

If yes, name of Caterer: \_\_\_\_\_

Food truck:  Yes  No If yes, name: \_\_\_\_\_

Event Planner/Decorator  Yes  No If yes, name: \_\_\_\_\_

Additional A/V  Yes  No Preferred A/V list provided

Alcohol Service  Yes  No If yes:  Beer  Wine  liquor Cash Bar:  Yes  No

Security  Yes  No Must be licensed, certified, and bonded.

Any additional Equipment/materials:  Yes  No

If yes, describe: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following items are available for rental through Millcreek Common:

- |                    |                  |                |
|--------------------|------------------|----------------|
| Tables (60" Round) | Chairs           | Cabaret Tables |
| Banquet Tables     | Classroom Tables | Podium         |
| Sound System       | Microphone       | 12'x24' Stage  |

Signature verifies that I have read the policies and Procedures found online at [www.millcreekcommon.org](http://www.millcreekcommon.org) and agree to the terms set forth.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# The Millcreek Policies and Procedures

## Defined Terms:

- “Application” means an Application for Use of the Common.
- “Event” means an approved activity on all or part of the Millcreek Common
- “Common” or “Millcreek Common” means Area located at 1354 Chambers Avenue, owned and operated by Millcreek City.
- “Events Manager” means an employee of Millcreek Common who is responsible for events at Millcreek Common
- “Licensee” means the person or organization that has received a Permit to use all or part of Millcreek Common
- “Licensee’s Key Contact” is the person designated by the Licensee to be responsible for all communications with Millcreek Common . Among other things, Renter’s Key Contact shall be responsible for ensuring that the terms and conditions of the Permit are fulfilled. Renter’s Key Contact shall be always present at the Event unless Renter’s Key Contact specifically designates an alternate representative.

## Application process for use of Millcreek Common

- An Application on a Millcreek approved form must be submitted to the Event Manager. Please note that Millcreek Common’s Hours of Operation are from 8am-10pm MST.
- The Application is subject to approval by the Event Manager . Upon approval of the Application the applicant or responsible person acceptable to the City must sign and deliver a Short-Term License Agreement
- Millcreek Common operates on a first come, first serve basis.
- All outstanding payments from previous events must be paid in full prior to approval of an application.
- These Policies and Procedures may be modified from time to time without notice.
- Millcreek employees cannot sign any forms, contracts, or receipts for Applicants or their vendors.

## Permits

- In addition to the Sort-Term License Agreement Licensee must obtain and possess all other applicable permits and licenses required for their Event.
- Copies of all necessary permits and licenses must be delivered to the Event Manager at least 30 days before the Event. The Licensee will be charged a \$100 administrative fee for any permits and/or licenses not timely delivered.
- All permits and licenses must be in the possession of Licensee’s Key Contact during the Event and must be available upon request by the staff of Millcreek Common
- The following is not an exhaustive list of potential permits and licenses required for the Event:

1. Unified Fire Authority

[Request An Inspection - Unified Fire Authority](#)

2. Temporary Beer and Wine Permit

Department of Alcoholic Beverage Services (DABS)

801-977-6800

1625 South 900 West, SLC, UT 84104

3. Temporary Food Handlers' Permit

Salt Lake County Bureau of Food Protection 385-468-4225

788 East Wood oak Lane, 5380 South, Murray, UT 84107

4. Alcohol Sales Permit – Beer and Wine

Millcreek City Business Licensing Department

5. Food and Beverage Permit

Millcreek City Business Licensing Department

6. The Food Truck League for **any and all** food trucks

801-503-9830 or grub@thefoodtruckleague.com

7. Vendor's Temporary Sales Tax License

Utah State Tax Commission, 801-297-6303, specialevent@utah.gov

210 North 1950 West, SLC, Utah 84134

8. Fireworks, fire dancers, and tent permits, food vendor/caterer application and fire-retardant tents, etc.

Unified Fire Authority

[Request An Inspection - Unified Fire Authority](#)

9. CBI Security for bonded, certified security and/or EMTs for any public event or for private events as deemed necessary by Millcreek Common

801-363-2604

10. First Aid in General EMTs licensed and certified for any public event or for private events as deemed necessary by Millcreek Common

801-975-4102 scheduling@goldcrossambulance.com.

[Stand By Events – Gold Cross Ambulance \(goldcrossservices.com\)](#)

11. True Audio Visual, Tom Dimond, 801.477.4080 [tom@trueaudiovisual.com](mailto:tom@trueaudiovisual.com)

OR

On Call AV, [Jeff Miller](mailto:Jeff Miller), 801.699.8976 [jeff@oncallav.com](mailto:jeff@oncallav.com)

For Sound

12. Clearlamp AV for lighting and video

Benjamin Bielefield, 801.906.0125 ext 103, [ben@clearlampav.com](mailto:ben@clearlampav.com)

13. Waste Management-WFWRD, Special Service/Refuse Collections Sanitation

Dustin Bradshaw, 385.468.6340 or 801.330.3023 [Dbradshaw@wasatchfrontwaste.org](mailto:Dbradshaw@wasatchfrontwaste.org)

14. High Class Maintenance Outside sourcing for event clean-up.

Ed Maldonado 801-513-6548 [highclassmain@gmail.com](mailto:highclassmain@gmail.com)

8680 West Mesquite Cir., Magna, Utah 84044,

## **Rates**

- Rental rates for an Event are for a four (4) hour consecutive period of use.
- Rental rates are specified as Private/Commercial
- Charges for supervision and maintenance by Millcreek Common staff will be charged at an hourly rate. Millcreek Common will determine the number of maintenance staff depending on the number of participants, equipment rented, food and beer vendors, etc.

## **Millcreek Common Hours and Use**

- Millcreek Common is open to the public Monday-Friday from 8am-5pm. Fencing may be set up; however, the plaza must remain open and available to the public until 5pm unless otherwise authorized by the Rental Manager. Events utilizing only single private sections are not subject to this.
- Lobby areas cannot be used for food prep, greenrooms, back of house, etc. These spaces must remain open and accessible for staff and maintenance, as well as for emergencies.

## **Payment**

- Payments to Millcreek Common must be made with a debit or credit card. Credit card usage is subject to a surcharge. No personal checks are accepted.

- The Total Rental Fee, all charges, and the Damage Deposit (if required) must be paid in full 90 days before the Event.
- There will be no refunds of any deposit paid if the event is canceled because of non-payment..
- All equipment must be ordered at least 30 days before the event date. For each change, additional equipment, time changes, areas rented, etc. there will be a \$25 administrative fee, and no changes can be made 14 days before the event except for cancellations.
- For equipment ordered the day of the event or changes made to the placement of equipment, there will be a \$100 facility fee, along with the cost of the additional equipment based on the discretion of Millcreek Common

## **Cancelation Policy**

Millcreek Common will **not** refund the Deposit if the Licensee cancels the event for any reason. Events are rain or shine.

Changing a date for the Event is considered a cancelation and requires a new Application.

- If an event is canceled by the Renter, written notification must be submitted to Millcreek Common at the time of cancelation or full payment shall be pursued.

## **Music, Entertainment & Photography**

- Renter may select any musicians, DJ, and photographer of their choice for their Event. If renting the plaza, the Renter must take into consideration the open and public nature of the venue when selecting their entertainment.
- Musicians and DJ's must bring in their own equipment or have the equipment brought in from Millcreek Common preferred AV vendors.

## **Decorations, Flowers, & Equipment**

Millcreek Common reserves the right to approve the location and manner of displaying decorations, and without limitation, may require the removal of any decorations that do not conform to the following sections. If the Licensee fails to remove any such decorations, the Millcreek Common may remove such decorations and charge the Renter for the costs of removal.

- The exhibits, furniture, equipment, Common property, physical improvements, landscaping, planters, rails, garbage cans, or other Common property located on Millcreek Common may not be moved, rearranged, used as an anchor, or otherwise disturbed. Additionally, no decorations or lights may be placed on or in the plants, trees, shrubs, or their containers.
- Licensee may install decorations, flowers, and Equipment only in the area(s) rented and approved by Millcreek Common
- Displays must be soundly constructed to protect persons and property from damage and protected from the elements and vandalism and comply in all respects with all Federal, State and City statutes, regulations, and ordinances
- Displays must not obstruct or impede access to and through entrances, exits or passageways. The placement of displays shall be subject to prior approval by Millcreek Common.
- All cords and cables must be hidden, covered, or secured with tape.
- No tape or other fasteners may be placed on any furniture, fixtures, or improvements. Tapes used on the Common to secure cables, signs, etc. must be non-marking (Gaffers, Painters).

- All decorations must be free-standing decorations. Hanging decorations from the ceiling, track lighting, or windows are **not** allowed.
- No glass bottles or containers allowed.
- No golf carts are allowed.
- Canopies must be anchored with sandbags or water barrels with a minimum of 100 lbs. Any cement weights that are used on the plaza must have protection underneath the weight to prevent any damages, and no cement weights are allowed on the ice rink
- No Tents/Canopies, stakes, flames, or fire dancers are allowed on ANY grass area.
- No confetti or fog machines are allowed.
- No candles or fryers of any kind are allowed indoors.

## **Banners**

- Millcreek Common, corporate, private, and non-profit sponsor banners are permitted as follows

Hanging of banners are the Licensee's responsibility and is subject Millcreek approval.

Banners must be removed at end of event.

Banners must be approved by The Common.

## **Vendors/Caterers**

- All vendors/caterers are the responsibility of the Licensee. Any vendors/caterers who do not abide by the Policies and Procedures are subject to expulsion and a minimum of \$200.00 fine.
- The name of the catering company must be listed on the application at the time the application is submitted. If the caterer is not known at the time of the application submission, the name of the catering company must be approved by Millcreek Common. This also applies to any catering company change.
- Independent Cart Vendors/Caterers must obtain a license or permit from the City's Business Licensing Department. Special Event vendors/caterers must possess all necessary business permits and operate in conjunction with the Special Event/program.
- A list of all the food trucks will need to be given to the Unified Fire Department before the event to ensure current inspections.
- All food trucks must have a business license and be inspected by the Fire Department. Food trucks must have 10' - 15' between trucks, may not place their generators on the ground, and must abide by the Unified Fire Authority Food Truck Standard.

## **Before the Event**

### **90 Days Before**

- The Total License Fee must be paid.

### **30 Days Before**

- Contact the Rental Manager to review the map and location of the equipment set up and to finalize Event details.

- Millcreek Common requires a **complete site map of the full event**, 30 days before your event and updates (with only minor adjustment) 14 days before the event. The site map must include and indicate any food trucks, beer trailers, First Aid station, tents, Common equipment, outside equipment, etc..
- If the event is public, a mass gathering permit is required as designated by Millcreek Common Staff.
- Licensee must confirm items that will be rented from Millcreek Common at least 30 days before the Event. The License Fee balance will be adjusted and paid if there is a material change in the rented items.
- Within 30 Days
- An Event Production Plan (for public events, or large events designated by Millcreek Common) containing detailed information regarding the Event must be provided to the Event Manager at least 7 days before the Event.
- For public events, or large events (as designated by Millcreek Common), a Waste Management Plan must be submitted to the Event Manager at least 7 days before the Event.
- The Licensee is responsible for ordering enough trash receptacles, placing them throughout the Approved Areas, and placing the receptacles along the curb at the conclusion of the event. may be delivered on the day of the event.
- If the Licensee is renting AV equipment such as the projector, etc. from Millcreek Common, the Renter must bring over their own laptop, adapters, etc. and schedule a test run with City Staff to ensure the Renter's equipment is compatible with Millcreek Common's equipment
- No personal property may be delivered to the Millcreek common before the Renter's Contracted Set-up Time, and a representative of the Renter must be present for deliveries or pickups (i.e., equipment rented from offsite vendors/caterers).
- Personal vehicles are not allowed on Millcreek Common equipment, supplies, and decorations must be walked, or carted onto Millcreek common

### **During the Event**

- Children must be supervised by an adult at all times.
- No fireworks, heat lamps, fires, charcoal or gas barbecues of any kind are allowed on Millcreek Common without the prior written consent of Millcreek Common
- No pets or animals of any kind are allowed without prior written consent of Millcreek Common; provided, service animals will be allowed where appropriate.
- Public access to The Adventure Hub and offices must be maintained Monday-Friday, 8am-5pm.
- Any security requirements for the Event must be staffed by a bonded and certified security company or the City's contracted security company.
- Amplified sound for the Event must be limited to the following:  
Monday through Friday, 8:00 a.m. to 10:00 p.m.  
Saturday and Sunday, 10:00 a.m. – 10:00 p.m.  
Amplified sound must not exceed 75 decibels measured at the property line and subject to Salt Lake County Health Department regulations. Millcreek Common may terminate an event if the sound restriction is violated.
- No merchandise or food may be displayed or sold at Millcreek Common without the prior written consent of Millcreek Common.
- Licensee shall be responsible for all users of the facilities and shall be charged a \$100 facility fee for improper use.

- Handling and set-up of Millcreek Common equipment is the sole responsibility of Millcreek Common. If any equipment changes are needed, please contact the onsite supervisor.

### **After the Event**

- No property may be stored at Millcreek Common after the Event.
- Millcreek Common will not be responsible for any items left behind, lost, or stolen at Millcreek Common.
- Licensee shall clean up Millcreek Common immediately after the Event and restore Millcreek Common to its condition before the Event. Millcreek Common must be cleared of all evidence of the Event, including, trash, litter, chairs, and equipment not belonging to Millcreek Common.
- Garbage cans delivered as part of a waste management plan must be placed 3' apart along Chambers Avenue by the Licensee for pickup.

### **Additional Costs and Damage Fees Payable by Renter**

- Millcreek Common will maintain and inspect the site before the Event and after tearing down and cleaning. If the Millcreek Common is not restored to its prior condition, or if there are any damages, the Renter will reimburse Millcreek Common for any costs incurred to perform any cleaning not performed, as required, by the Renter and the repair work.
- If any delays from cleaning or repairs from the Event prohibits the use of Millcreek Common by other Renters, the Renter shall pay Millcreek Common an additional charge as determined by Millcreek Common to compensate for lost income and expenses.
- If any evidence of the Event remains after the Event, the Renter will be charged \$800 per day until cleanup is completed.
- Renter shall reimburse Millcreek Common for all legal fees and costs incurred to enforce these Policies and Procedures and any additional terms and conditions contained in the Permit.

### **Use of Space and License Fees**

- The following defined space and cost as defined by the Millcreek City Fee schedule are as follows:
  - Little Stage & Skate Loop, 10:00am-4:00pm (Cleaned up by 4:00pm) \$1,325.00 per 4 hour minimum
  - Little Stage & Skate Loop, 10:00am-4:00pm (Cleaned up by 4:00pm) \$330.00 per additional hour
  - Little Stage & Skate Loop, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$2,675.00 per 4 hour minimum
  - Little Stage & Skate Loop, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$670.00 per additional hour
  - Skate Loop Only, 10:00am-4:00pm (Cleaned up by 4:00pm) \$1,070.00 per 4 hour minimum
  - Skate Loop Only, 10:00am-4:00pm (Cleaned up by 4:00pm) \$270.00 per additional hour
  - Skate Loop Only, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$2,130.00 per 4 hour minimum



- Skate Loop Only, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$530.00 per additional hour
- Conference Room Only, 10:00am-4:00pm (Cleaned up by 4:00pm) \$400.00 per 4 hour minimum
- Conference Room Only, 10:00am-4:00pm (Cleaned up by 4:00pm) \$100.00 per additional hour
- Conference Room Only, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$800.00 per 4 hour minimum
- Conference Room Only, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$200.00 per additional hour
- Sun Deck and Lounge Only, 10:00am-4:00pm (Cleaned up by 4:00pm) \$400.00 per 4 hour minimum
- Sun Deck and Lounge Only, 10:00am-4:00pm (Cleaned up by 4:00pm) \$100.00 per additional hour
- Sun Deck and Lounge Only, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$400.00 per 4 hour minimum
- Sun Deck and Lounge Only, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$200.00 per additional hour
- Conference Room and Sun Deck and lounge, 10:00am-4:00pm \$530.00 per 4 hour minimum
- Conference Room and Sun Deck and lounge, 10:00am-4:00pm \$130.00 per additional hour
- Conference Room and Sun Deck and lounge, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$1,070.00 per 4 hour minimum
- Conference Room and Sun Deck and lounge, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$270.00 per additional hour
- Entire Plaza Buy-Out, 10:00am-4:00pm (Cleaned up by 4:00pm) \$3,500.00 per 6 hour minimum
- Entire Plaza Buy-Out, 10:00am-4:00pm (Cleaned up by 4:00pm, set up can start 9:00am) \$500.00 per additional hour for set-up
- Entire Plaza Buy-Out, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$6,000.00 per 6 hour minimum
- Entire Plaza Buy-Out, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$500.00 per additional hour for strike

## **Miscellaneous**

- Priority in scheduling events will be given to Millcreek Common and Millcreek City sponsored events, after which, scheduling will be established on a first come, first served basis.
- Any event that is open to the public, or a large event as designated by the Millcreek Common, must have security, emergency medical technician (EMT), and perimeter fencing.
- All agents, vendors/caterers, employees, licensees, permittees, contractors, subcontractors, and invitees of Renter are bound by these Policies and Procedures and the terms of the Permit and any other permits and licenses applicable to the Event.

# Use License Agreement

**THIS USE LICENSE AGREEMENT** (this “*License*”) is entered into effective \_\_ 2022 by and between the city of **MILLCREEK**, a Utah municipality whose address is 3330 South 1300 East, Millcreek, UT 84106 (City “*City*”), and the undersigned (“*Licensee*”).

## **WITNESSETH:**

**IN CONSIDERATION** of the License Fee and covenants made hereinafter, City and Licensee enter into this Licensee and agree as follows:

### **ARTICLE 1 LICENSED AUTHORIZED AREA**

Section 1.1. **Authorized Area Use.** City owns approximately 2.02 acres of real property (the “*Facility*”) that is located at or near 1357 East 3300 South in Millcreek, Salt Lake County, Utah which City has developed and is known as the “*Commons.*” Tenant desires to use on a short-term basis all or a portion of Facility as more particularly described in attached hereto as Exhibit “*A*” (the “*Authorized Area*”).

Section 1.2. **License of Authorized Area.** City hereby grants to Licensees a non-exclusive license to use (“*License*”), the Authorized Area on the terms and conditions that are set forth in this License.

### **ARTICLE 2 LICENSE TERM**

Section 2.1. **Term.** This License shall be binding and effective upon its full execution and delivery. The term of this License (the “*License Term*”) shall commence at \_\_\_\_\_ on \_\_\_\_\_ (the “*Commencement Date*”) and shall terminate (the “*Termination Date*”) at \_\_\_\_\_ on \_\_\_\_\_.

Section 2.2. **Holding Over.** If at the termination of this License Licensee remains in possession of all or part of the Authorized Area for any reason whatever, with or without the express consent of City, the license by which Licensee shall use the Authorized Area shall be daily and shall not be a renewal or extension of this License for any future term. In such case, and in the absence of a written agreement to the contrary, the License Fee (hereinafter defined) to be paid by Licensee from and after the Termination Date shall be an additional \_\_\_\_\_ per day. All such License Fee and other monetary sums due under this License shall be payable at the time and place specified in this License, and such daily use shall be subject to every other term, covenant and condition contained in this License.

### **ARTICLE 3 LICENSE FEE AND PAYMENTS**

Section 3.1. **License Fee During the License Term.** Licensee shall pay a license fee (“*License Fee*”) to City in the amount of \_\_\_\_\_ payable on or before \_\_\_\_\_.

Section 3.2. **Security Deposit.** Upon execution and delivery of this License by both Licensee and City, Licensee shall immediately deposit with City a payment in the amount of \_\_\_\_\_ (the “*Security Deposit*”). The Security Deposit shall be governed by the following provisions:

(a) **Purpose.** City shall hold the Security Deposit as security for Licensee’s full and timely performance of its obligations under this License. The rights of City against Licensee for a breach of this License shall in no way be limited or restricted by the Security Deposit. Instead, City shall have the absolute right to pursue any and all other available remedies to protect its interests hereunder in addition to its rights with respect to the Security Deposit.

(b)  **Holding.** The Security Deposit shall not bear interest, and City may commingle the Security Deposit with City’s other funds.

(c)  **Offset.** Upon the termination of this License, City, in its sole discretion, may deduct from the Security Deposit the amount of any damages that City may have incurred because of Licensee’s breach hereunder, including, without limitation, the amount of unpaid License Fee and amounts that City may be required to expend in order to restore the Authorized Area to the condition required by this License.

(d)  **Refund.** City shall refund to Licensee any portion of the Security Deposit that remains after City deducts its damages therefrom as described in this License. Licensee shall notify City within 30 days after the termination of this License of the location where that payment should be delivered.

(e)  **No Right by Licensee to Use Security Deposit.** Nothing in this License shall give Licensee the right to treat or use the Security Deposit as payment of any amounts that Licensee owes to City hereunder. City shall have the sole option to make any such applications.

#### **ARTICLE 4** **IMPROVEMENTS AND FIXTURES**

Section 4.1. **Improvements.** Licensee has inspected the Authorized Area and accepts them in their current, “as is” condition. City shall not be obligated to make any improvements or repairs to the Authorized Area to ready them for Licensee’s use.

Section 4.2. **Licensee’s Optional Improvements.** Licensee may not alter, improve or make additions to the Authorized Area without City first giving its approval in writing to Licensee.

Section 4.4. **Signage.** Licensee may, at its cost, display signage on or about the Authorized Area, provided that such signage shall (a) comply with all applicable laws, (b) be

subject to City's standards for signage on the Facilities.

**ARTICLE 5**  
**INSURANCE AND INDEMNIFICATION**

Section 5.1. **Liability Insurance.** After the Commencement Date and throughout the License Term, Licensee shall maintain, in full force and effect for the mutual benefit of City and Licensee, a broad form comprehensive liability insurance policy or policies (hereinafter collectively referred to as the "*Liability Policy*") against claims for damage or injury to persons or property arising out of Licensee's use or occupancy of the Authorized Area in such amounts, in such a form, and through such licensed, reputable third-party insurer as may be reasonably required by City. Initially, Licensee shall maintain the Liability Policy on the minimum basis of \$1.0 per occurrence and an aggregate of \$2.0 Million . The deductible under any Liability Policy obtained by Licensee may not exceed \$5,000, and Licensee shall pay the full amount of any such deductible. City may, at its option, obtain the Liability Policy on the and bill Licensee for Licensee's Pro-rata Share of the cost thereof, which Licensee promptly shall pay as additional License Fee hereunder.

Section 5.2. **Casualty Insurance.** After the Commencement Date and throughout the License Term, Licensee shall maintain, in full force and effect for the mutual benefit of City and Licensee a policy of fire and extended coverage casualty insurance (the "*Casualty Policy*"), covering the Authorized Area in a sufficient amount to cover the full replacement value of the Authorized Area. The deductible under any Casualty Policy obtained by Licensee may not exceed \$5,000, and Licensee shall pay the full amount of any such deductible. The Casualty Policy shall be in such form and through such licensed, reputable third-party insurer as may be reasonably required by City. City may, at its option, obtain the Casualty Policy on the Authorized Area and bill Licensee for Licensee's Pro-rata Share of the cost thereof, which Licensee promptly shall pay as additional License Fee hereunder.

Section 5.3. **Form of Policies.** All insurance required to be carried by Licensee under this License shall be with companies, on forms and with loss payable clauses reasonably satisfactory to City naming City and any persons, firms, or corporations designated by City as an additional insured. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which City may carry. No such policies shall be cancelable (or coverage reduced) except after at least 20 days' prior written notice to City. Copies of policies of such insurance or certificates (on form ACORD 27 wherever applicable) evidencing the existence and amounts of such insurance shall be delivered to City by Licensee prior to the Commencement Date.

Section 5.4. **Loss of Personal Property; Additional Insurance.** In no event shall City be liable in any way for loss of any kind sustained by Licensee with respect to its personal property or equipment located on the Authorized Area.

Section 5.5. **Indemnity.** Licensee shall indemnify and hold City harmless from and against any and all claims, damages, actions and proceedings (including, without limitation, all related expenses, costs and attorneys' fees) arising from Licensee's occupancy of the Authorized Area including, without limitation, (a) from Licensee's use of the Authorized Area or from any

activity, work, or thing done, permitted or suffered by Licensee in or about the Authorized Area; (b) from any failure by Licensee to perform any obligations on Licensee's part to be performed under the terms of this License; and (c) from any act or negligence of Licensee, or any of its agents, contractors, or employees. Licensee, upon notice from City, shall defend any such claims at Licensee's expense by counsel reasonably satisfactory to City. Licensee shall have no obligation to so indemnify City for any such claims, etc., arising from City's sole negligence or willful acts.

Section 5.6. **Exemption of City from Liability.** City shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Licensee, its employees, invitees or customers, or any other person in or about the Authorized Area caused by or resulting from any conditions existing upon the Authorized Area. City shall not be liable for any damages to Licensee arising from any act or neglect of any other Licensee or occupant of the Facilities.

## **ARTICLE 6** **USE**

Section 6.1. **Acceptance of Authorized Area.** Licensee shall be deemed to have accepted the Authorized Area in their "as-is" condition as of the Commencement Date.

Section 6.3. **Use.** Licensee shall use the Authorized Area solely for the purposes identified on Exhibit "B" attached exhibit and for no other purpose.

Section 6.4. **Waste and Nuisance.** Licensee shall not commit any waste upon the Authorized Area and shall not conduct any business activity on the Authorized Area that is or becomes unlawful, prohibited or a nuisance or that may cause damage to City, to occupants of the vicinity or to other third parties.

Section 6.5. **Music and Sound.** Licensee agrees to limit any music or sounds at the Authorized Area (Insert Standard).

Section 6.6. **Compliance with Laws.** Licensee shall comply with and abide by all laws, ordinances and regulations of all municipal, county, state and federal authorities that are now in force or that may hereafter become effective with respect to the use and occupancy of the Authorized Area. Licensee shall indemnify and hold City harmless for any and all costs, expenses (including, without limitation, City's attorneys' fees and costs), damages, liabilities, actions or causes of action, or suits at law or in equity, arising from or relating to Licensee's or the Authorized Area' noncompliance with any such laws at any time during the License Term. Licensee's obligation to so indemnify City for any such noncompliance occurring during the License Term shall survive the expiration of this License.

Section 6.7. **Right to Enter.** City, its agents and its other representatives shall have the

right without abatement of License Fee to enter upon the Authorized Area or any part thereof at all reasonable hours and upon reasonable notice to Licensee for the purposes of inspecting the same and making such repairs and alterations to the Authorized Area as may be necessary for the maintenance, safety and repair thereof.

**ARTICLE 7**  
**SUBLICENSEES, ASSIGNMENTS AND TRANSFERS**

Section 7.1. **Sublicenses and Assignments.**

(a) *By License.* Licensee shall not assign this License or sublet the whole or any part of the Authorized Area without first obtaining City's written consent, which City may withhold in its sole, unfettered discretion. If City does consent to such assigning or subletting, then nevertheless, Licensee shall continue to be responsible for payment of License Fee and performance of all obligations imposed upon Licensee under this License.

(b) *By City.* City freely may assign and delegate its rights and duties under this License. City shall notify Licensee of any such transfer within a reasonable time.

Section 7.2. **Successors Bound.** The covenants and agreements of this License shall inure to the benefit of and shall be binding upon City and Licensee and their respective successors and assigns. No rights, however, shall inure to the benefit of any assignee or sublicensee of Licensee unless the assignment or sublicensee to such assignee or sublicensee has been approved by City in writing.

Section 7.3 **Rules and Regulations.** License and its employees, agents, customers and invitees shall strictly comply with City's rules and regulations more particularly described in attached hereto as Exhibit "C."

**ARTICLE 9**  
**TERMINATION, ENFORCEMENT, DEFAULT AND REMEDIES**

Section 8.1. **Surrender of Authorized Area.** Upon the expiration or earlier termination of this License, Licensee shall surrender the Authorized Area in the same condition as existed upon delivery of possession thereof under this License, reasonable wear and tear excepted. Licensee shall surrender all keys for the Authorized Area to City, if any.. Furthermore, Licensee shall promptly remove or cause to be removed from the Authorized Area at Licensee's expense, any signs, notices, and displays placed thereon by Licensee.

Section 8.2 **Revocation.** City may immediately revoke this License for any breach of the License or the rules and policies governing use of the Facilities as determined by the City in

its sole and absolute discretion. In such event the City will return the License Fee to Licensee less any cost incurred by the City and cost of enforcement.

Section 8.3. **Default.** The following acts or omissions to act shall constitute events of default under this License, and City shall thereupon be entitled to exercise all rights and remedies set forth herein:

(a) **General Breach.** The failure of Licensee to timely perform any of the covenants, terms and conditions of this License;

(b) **License Fee Payment.** The failure of Licensee to timely pay any License Fee or other sums due under this License; or

Section 8.4. **Breach.** If Licensee fails to make timely payment of License Fee or of any other sum required to be paid by Licensee under this License, then Tenant may be excluded from the Authorized Area and City may also pursue any and all remedies at law or in equity for any breach.

Section 8.5. **Costs of Enforcement.** If any action is taken by City (a) to recover any License Fee under this License; (b) because of any breach of this License; (c) to enforce or interpret any of the provisions of this License; or (d) for recovery of possession of the Authorized Area, then City shall be entitled to recover from Licensee City's reasonable attorney's fee and reasonable expenses incurred in taking such action, whether such fees and expenses are incurred with or without suit, before or after judgment, or at trial or on appeal.

## **ARTICLE 9**

### **HAZARDOUS SUBSTANCES/WASTES**

Section 9.1. **No Hazardous Materials.** License hereby represents, warrants and certifies that, during the entire period of Licensee's occupancy of the Authorized Area, there will be no disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the Authorized Area. For purposes of this License, the terms "*disposal*," "*release*," "*threatened release*," "*hazardous substances*" and "*hazardous wastes*" shall mean and include any hazardous, toxic or dangerous waste, substance or material, or any disposal, discharge or release, or threatened release, or any defined as such in (or for the purposes of) the Federal Comprehensive Environmental Response, Compensation and Liability Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, relating to any hazardous, toxic or dangerous wastes, substances or materials, as now or at any time hereafter in effect (the "*Environmental Laws*"). Licensee shall not be responsible for any release or threatened release of hazardous substances or hazardous wastes on, from or under the Authorized Area that results from the actions (or omissions) of persons or entities other than Licensee and Licensee's officers, employees, agents, invitees and licensees.

Section 9.2. **Environmental Inquiries.** Throughout the License Term, Licensee shall immediately notify City of the occurrence of any inquiries, on-site inspections, or the like by any federal or state governmental agency or entity relating to Licensee's or the Authorized Area's compliance with the applicable Environmental Laws. If any such inspection or inquiry results in a notice of violation of one or more the Environmental Laws or the like, Licensee shall promptly notify City of such violations (including providing to City a photocopy of any written findings, notice, order, or the like), and Licensee shall immediately undertake all actions necessary to remedy and cure any such violations attributable to a breach of Licensee's obligations under this provision.

Section 9.3. **Indemnification.** Licensee shall indemnify and hold harmless City (and any successors to City's interest in the chain of title to the Authorized Area) from and against (a) any and all claims, damages and liabilities arising in any way in connection with the presence, use, storage, disposal, or transfer of any hazardous materials on, under, from or about the Authorized Area, including, without limitation, all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of hazardous materials by Licensee or any person taking an interest in the Authorized Area by, through, or under Licensee, and (b) all costs of any required or necessary repair, cleanup, or detoxification, whether such action is required or necessary prior to or following the termination or earlier expiration of this Licensee, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage or release, threatened release or disposal of hazardous materials onto the Authorized Area by Licensee or by any person taking an interest therein by, through or under Licensee. Licensee's obligations pursuant to the foregoing indemnification shall survive the expiration or earlier termination of this License.

## **ARTICLE 10** **GENERAL**

Section 10.1. **Notices.** Any notice, demand, request or other instrument (collectively referred to herein as the "*Notice*") required or permitted under this License to be given or transmitted between the parties shall be either personally delivered or mailed postage prepaid by certified or registered mail and addressed to the parties at their respective addresses set forth above. Any Notice which is mailed shall be effective on the third business day following its date of mailing. Either party may, by Notice to the other party given as prescribed in this section, change its above-described address for any future Notices that are mailed under this License.

Section 10.2. **Waiver.** The failure of City to insist in one or more instances upon a strict performance of any of Licensee's obligations under this License or to exercise any option or right given to City hereunder shall not be construed as a waiver or relinquishment of any right, remedy or option under this License. If City does waive any breach of any term, covenant or condition contained in this License, such waiver shall not be deemed to be a waiver of any subsequent breach of the same term, covenant or condition or of any other term, covenant or condition contained in this License. The acceptance of License Fee under this License by City shall not be deemed to be



a waiver of any preceding breach by Licensee of any term, covenant or condition of this License, other than the failure of Licensee to pay the particular License Fee so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such License Fee. No covenant, term or condition of this License shall be deemed to have been waived by City unless such waiver is in writing signed by City.

Section 10.3. **Entire Agreement and Modification of Agreement**. This License and the exhibits and/or addenda attached hereto and forming a part hereof set forth all the covenants, agreements, conditions and understandings between City and Licensee concerning the Authorized Area and there are no covenants, agreements, conditions or understandings, either oral or written, between City and Licensee other than those that are herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this License shall be binding upon the parties unless reduced to writing and signed by them.

Section 10.5. **Captions and Section Numbers**. The captions and section numbers occurring in this License are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such section of this License.

Section 10.6. **Number and Gender**. Words in the neuter gender as used in this License shall be deemed to include the masculine and feminine genders, and words in the singular shall be held to include the plural whenever the sense requires.

Section 10.7. **Savings Clause**. If any provision of this License or the application thereof to any person or circumstance shall be found to be illegal or void to any extent, then the remainder of this License, or the application of the provisions of this License to persons or to circumstances other than those to which it is held invalid and unenforceable, shall nevertheless continue in force and effect to the fullest extent possible.

Section 10.8. **No Option**. The submission of this License to a prospective Licensee for examination does not constitute a reservation of or option for the Authorized Area. This License becomes effective as a License only upon execution and delivery thereof by City and Licensee.

Section 10.9. **Time of the Essence**. Time is the essence of this License.

Section 10.10. **Force Majeure**. Either party to this License shall be excused for the period of any delay in the performance of any obligations that are required hereunder, other than an obligation to pay License Fee or other monies, when prevented from doing so by cause or causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, weather, inability to obtain any material services or acts of God.

Section 10.11. **Broker's Commission**. City and Licensee each represent and warrant to the other that there are no claims for brokerage commissions or finder's fees in connection with this License and each party hereto shall indemnify the other party hereto against all liabilities arising from any such claim that may be made through the indemnifying party, including any attorney's fees connected therewith.

Section 10.12. **Governing Law.** The laws of the state of Utah shall govern the validity, performance, interpretation and enforcement of the obligations that are contained herein.

Section 10.13. **Liability.** All of Licensee's obligations under this License shall be the joint and several obligations and liabilities of each of the parties composing Licensee, its successors and assigns.

Section 10.14. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto shall be considered to be fully integrated into and made a part of this License as if such exhibits and/or addenda were fully and completely set forth herein.

Section 10.15. **Proprietary Capacity.** LICENSEE ACKNOWLEDGES AND AGREES THAT CITY IS A UTAH MUNICIPALITY THAT IS ACTING HEREUNDER IN ITS PROPRIETARY CAPACITY AS THE OWNER OF THE AUTHORIZED AREA AND NOT IN ITS GOVERNMENTAL CAPACITY. LICENSEE IRREVOCABLY WAIVES, RELEASE AND FOREVER DISCHARGES CITY FROM ANY AND ALL RIGHTS, CLAIMS, PROCEEDINGS, ACTIONS AND CAUSES OF ACTION, DAMAGES, FEES AND COSTS BASED ON CITY'S STATUS AS A GOVERNMENTAL ENTITY, THEREBY LIMITING CITY'S LEGAL EXPOSURE HEREUNDER TO ONLY THOSE CLAIMS, PROCEEDINGS, ACTIONS AND CAUSES OF ACTION, DAMAGES, FEES AND COSTS THAT COULD BE ASSERTED AGAINST CITY IF CITY WERE A PRIVATE INDIVIDUAL OR PRIVATE ENTITY RATHER THAN A GOVERNMENTAL ENTITY.

**DATED** effective the day and year first above written.

**CITY:**

**MILLCREEK**, a Utah municipality

By: \_\_\_\_\_  
Mike Winder , City Manager

**LICENSEE:**

\_\_\_\_\_  
**Name**  
\_\_\_\_\_

## **Address**

# Exhibit “A” to License Agreement

(Highlight used portion of the Authorized Area)

## Use of Space and License Fees

- The following defined space and cost as defined by the Millcreek City Fee schedule are as follows:

Little Stage & Skate Loop, 10:00am-4:00pm (Cleaned up by 4:00pm) \$1,325.00 per 4 hour minimum

Little Stage & Skate Loop, 10:00am-4:00pm (Cleaned up by 4:00pm) \$330.00 per additional hour

Little Stage & Skate Loop, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$2,675.00 per 4 hour minimum

Little Stage & Skate Loop, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$670.00 per additional hour

Skate Loop Only, 10:00am-4:00pm (Cleaned up by 4:00pm) \$1,070.00 per 4 hour minimum

Skate Loop Only, 10:00am-4:00pm (Cleaned up by 4:00pm) \$270.00 per additional hour

Skate Loop Only, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$2,130.00 per 4 hour minimum

Skate Loop Only, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$530.00 per additional hour

Conference Room Only, 10:00am-4:00pm (Cleaned up by 4:00pm) \$400.00 per 4 hour minimum

Conference Room Only, 10:00am-4:00pm (Cleaned up by 4:00pm) \$100.00 per additional hour

Conference Room Only, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$800.00 per 4 hour minimum

Conference Room Only, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$200.00 per additional hour

Sun Deck and Lounge Only, 10:00am-4:00pm (Cleaned up by 4:00pm) \$400.00 per 4 hour minimum

Sun Deck and Lounge Only, 10:00am-4:00pm (Cleaned up by 4:00pm) \$100.00 per additional hour

Sun Deck and Lounge Only, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$400.00 per 4 hour minimum

Sun Deck and Lounge Only, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$200.00 per additional hour

Conference Room and Sun Deck and lounge, 10:00am-4:00pm \$530.00 per 4 hour minimum

Conference Room and Sun Deck and lounge, 10:00am-4:00pm \$130.00 per additional hour

Conference Room and Sun Deck and lounge, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$1,070.00 per 4 hour minimum

Conference Room and Sun Deck and lounge, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$270.00 per additional hour

Entire Plaza Buy-Out, 10:00am-4:00pm (Cleaned up by 4:00pm) \$3,500.00 per 6 hour minimum

Entire Plaza Buy-Out, 10:00am-4:00pm (Cleaned up by 4:00pm, set up can start 9:00am) \$500.00 per additional hour for set-up

Entire Plaza Buy-Out, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$6,000.00 per 6 hour minimum

Entire Plaza Buy-Out, 4:00pm - 10:00pm (Cleaned up by 11:00pm) \$500.00 per additional hour for strike

## Exhibit “B”

(Insert use the Authorized Area)

## Exhibit “C”

(Attach Rules and Regulations)



## **Property Tax Increase & Municipal Energy Sales & Use Tax Communications Timeline**

**July** – F.A.Q. on the website about tax increase

**Fri. 7/29** – Article in e-Newsletter & notice of 8/8 Public Hearing

**End of July/First of Aug** – Printed newsletter with Mayor's message

**Fri. 8/5** – Article in e-Newsletter & notice of 8/8 Public Hearing

**Mon. 8/8** – Public Hearing (Truth-in-Taxation)

**Fri. 9/2** – Article in e-Newsletter & notice of 9/12 Town Hall

**Fri. 9/9** – Article in e-Newsletter & notice of 9/12 Town Hall

**Mon. 9/12** – First Reading of Municipal Energy Sales & Use Tax / Town Hall

**Mon. 9/26** – Final Consideration of Municipal Energy Sales & Use Tax, if approved, there is a 90-day implementation

**1/1/2023** – Energy Use Tax in Effect