



Midway City Town Square and City Park Pavilion Rental Contract

The Town Square and City Parks are public facilities owned, operated and administered by Midway City Municipal Corporation. The Renter agrees to respect the grounds, buildings, furnishings, and equipment.

BOOKING GUIDELINES

1. Parks and pavilions are available for use on Sunday, but not available for reserved rentals.
2. Space will be booked only when a completed, signed and approved application is on file.
3. Rentals are only allowed to person 21 years of age or older.
4. Midway City 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 Midway City, or deemed necessary in the public interest. No liability will be incurred by the City, 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.
5. Renter shall not assign or sublease any portion of the premises, or any rights under this permit without prior approval from the City. Any such assignment or sublease shall be void and the City shall have the right to exclude any and all persons from the facility attempting to exercise any rights or privileges under such assignment or sublease.
6. Events which include sales on public facilities or admission charges require special notation on application and approval.
7. Cancellations: Rental fees are 100% refundable 30 days or more prior to rental date; 25% of the rental fee will be charged for cancellations received between 29 days and 14 days prior to rental date. Changing or cancelling a date less than 14 days prior to the rental date results in complete forfeiture of any fees.
8. **If a scheduling conflict between two parties arises, the City 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 City will be given priority.**

RENTAL FEE

	TOWN SQUARE	TOWN SQUARE PAVILION	PAVILIONS AT CITY PARKS
Resident	\$100 + \$25 Add. Days <u>+ \$25.00 per vendor</u>	\$50 + \$15 Add. Days	\$25.00 per day per pavilion <u>+ \$25.00 per vendor</u>
Non-Resident	\$200 + \$50 Add. Days <u>+ \$25.00 per vendor</u>	\$100 + \$20 Add. Days	\$25.00 per day per pavilion <u>+ \$25.00 per vendor</u>

PAYMENT SCHEDULE

- * All fees are to be paid at time of reservation.

CANCELLATION POLICY

- * Rental fees are 100% refundable 30 days or more prior to rental date.
- * 25% of the rental fee will be charged for cancellations received less than two weeks prior to rental date.

* Changing a date less than two weeks prior to the rental date is treated as a cancellation and rebooking, therefore the above penalties apply.

CLEAN UP AND DAMAGE FEES

- * Renter shall leave all facilities in a clean and orderly condition. If the facility or area is not clean and orderly upon your arrival, it should be brought to the attention of the City.
- * Renter will be held responsible for the behavior of all attendees and vendors. If the Facility is damaged or left unclean, the Renter will pay all costs of clean up and repair.
- * Renter agrees to promptly call building maintenance at 435-671-7387 should any problem arise with the facility during the rental period. If it is found that the cause of the problem is the result of Renter's, its agents', vendors' employees' licensees', permittees', contractors' subcontractors' or invitees' conduct, Renter agrees to pay an hourly charge of twenty dollars per hour (\$20.00/hr.), with a two (2) hour minimum for maintenance services or the charges will be deducted from the damage/cleaning deposit.
- * Trash must be put in the dumpster located in the park.
- * Food, soda pop cans, water bottles, cups, etc. shall be emptied and disposed of in trash cans with liners.
- * Parking lot litter must be removed.
- * Restrooms should be left clean and free of litter and refuse.

BEFORE THE RENTAL

- * No property may be delivered to the Facility prior to Renter's scheduled set-up time.
- * **Town Square Lights:** Arrangements must be made with the Public Works Department **48 hours in advance** to have the Town Square lights turned on at dusk and turned off after the event.
- * **Sprinkling System:** Arrangements must be made with the Public Works Department **48 hours in advance** to have the sprinkling system turned off. Call 435-654-7387 to make these arrangements.

DURING THE RENTAL

- * **Music.** Amplified music in the park requires a Special Event License.
- * **No open flames,** candles, fireworks, fires or charcoal or gas barbecues of any kind are allowed inside the pavilion.
- * **No pets** or animals of any kind are allowed in the Parks except service animals where appropriate.
- * Event must end at 10 p.m.

AFTER THE RENTAL

- * Clean up should be completed by the Renter immediately following the event.
- * The facility should be left in broom-clean condition.
- * Renter is responsible for bagging and removing all trash. There is a dumpster located in the park for your convenience.
- * Where applicable, all lights should be turned off and all windows closed prior to vacating the Town Square Pavilion.
- * Event must end at 10:00 p.m.; **any music must end at 9:00pm.** Renter must remove all event materials and vacate facility by the end of the rental period or by 11 p.m. at the latest (unless other arrangements are made).
- * The City will not be held responsible for any items left behind by the Renter.

OTHER POLICIES

- * **Enforcement of "No Smoking" and "No Alcohol".** Midway City prohibits any tobacco products, alcoholic beverages or controlled substances on City property. Violations may result in immediate termination of event.
- * **Decoration Rules.** No decorations are to be hung from the ceiling. No tape that damages, or nails, staples, or hooks should be used in the Town Square Pavilion.

- * **Loss, Theft, or Property Damage.** The Renter assumes liability for loss, theft and property damage or personal injury and shall be responsible for the payment of any and all damage to the area of use of the building, furnishings, fixtures or equipment, whether caused by the Renter, the Renter's exhibitors, attendees or contractors.
- * **Playground equipment,** decorative rocks or water features are not to be damaged, altered or moved in any way.
- * **Properly Securing the Facility.** Renter agrees to properly secure the Town Square Pavilion by making sure the windows and doors are properly secured and lights turned out.
- * **Children under 18 years of age.** No child should be unattended in the 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.
- * **No barbecuing** or cooking on the ice rink is allowed.
- * **No vehicles** are allowed on the ice rink.
- * **No activity** is allowed on the park strips on Main Street.
- * **No Endorsement.** Permission to meet in the Facility in no way constitutes endorsement by Midway City of the policies or beliefs of the organization or individual(s) using the facilities. No advertisement or announcement implying such endorsement is permitted.
- * The Renter further agrees that it will exercise reasonable care and will not:
 - a. Leave the Town Square Pavilion unlocked and unattended at any time.
 - b. Damage or disturb any landscape.
 - c. Damage or deface any structure or property.
 - d. Allow noise levels to exceed those permitted by the City ordinances and State law.
 - e. Allow smoking, alcohol or controlled substances inside the facility at any time.
 - f. Allow pets inside the facility at any time, with the exception of service dogs.
- * The Renter agrees that should any questionable circumstance arise during the rental, the City shall be the final arbiter. The City 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 will be forfeited.

GOVERNING LAW AND INDEMNIFICATION

The Renter, its agents, vendors, employees, licensees, permittees, contractors, subcontractors and invitees shall comply with all applicable laws, ordinances, and statutes, regulations, permits and licenses of Midway City, 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 City 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 this Rental Contract by the Renter, (b) the Renter's use of the Facility or property adjacent thereto or (c) any act, error, or omission on the part of the Renter, or its agents, vendors, employees, licensees, permittees, contractors, subcontractors 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 City and its officials, employees and agents.

INSURANCE

Event liability coverage is the Renter's responsibility. The commercial Renter may be required to secure Commercial General Liability insurance with limits of at least **\$1,000,000 per occurrence / \$2,000,000 aggregate**, and which names the City as an additional insured. The City will determine if insurance coverage is required.

