



## Midway City Town Hall and Community Center Rental Contract

Name of Renter \_\_\_\_\_ Date of Requested Rental \_\_\_\_\_

*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. Space will be booked only when a completed, signed and approved application is on file, and rental fee is paid. Rentals are only allowed to persons 21 years of age or older.
2. 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.
3. 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.
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 results in complete forfeiture of any fees.
6. Midway City reserves the right of final administrative decisions regarding approval or denial of all building rentals.
7. Government entities or government affiliates please contact the Midway City office at 435-654-3223 for rates.
8. City buildings are not available for rental on Sunday.

### RENTAL FEES – 8:00AM TO 11:00PM

	TOWN HALL 120 West Main	COMMUNITY CENTER – 160 West Main	
		Large Hall	North Conference Room
Resident	\$ 400.00 per day	\$ 50.00 per day	\$ 5.00 per day
Non-Resident	\$ 500.00 per day	\$150.00 per day	\$ 5.00 per day
Non-Profit**	\$ 300.00 per day	\$ 75.00 per day	\$ 5.00 per day

**\*\* If an organization provides the City with an annual plan and schedule, then by separate addendum, rental rates may vary. Written proof/documentation of non-profit status must be submitted with this application.**

Rooms in the Community Center will be rented on a separate basis according to the schedule above. Charges will be 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 will help defray costs of utilities and upkeep (Theater sets, seats, decorations, etc. must be stored on the stage or elsewhere, not on the hall floor, if other patrons ask to rent the buildings.) There is also a \$500 damage/cleaning deposit due when the key is picked up.

Please check all items that you plan to use: Town Hall  Kitchen  Tables  Chairs  Piano   
Community Center  Single Microphone & Stand   
Renter Is Providing Own Sound Equipment  Other \_\_\_\_\_

### ROOM CAPACITY

Attendance will be limited to the occupancy load of the facility.

**Town Hall:** 912 occupants standing, 652 occupants with chairs only; 304 with tables and chairs

**Community Center Multipurpose Room:** 174 occupants with chairs only; 81 with tables and chairs

**Community Center North Conference Room:** 8-10 around conference table; additional 15 with chairs

### PAYMENT SCHEDULE

- \* Rental fee is to be paid at time of reservation.
- \* Damage/cleaning deposit fee of \$500 is due when key is picked up.

### CANCELLATION POLICY

- \* Rental fees are 100% refundable 30 days 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 14 days prior to the rental date results in complete forfeiture of any fees.

### CLEAN UP AND DAMAGE FEES

- \* A \$500.00 damage/cleaning deposit is required on rentals and events that is fully refundable if the facility is left in satisfactory condition and there is no violation of tobacco, alcohol or controlled substance use.
- \* 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. Costs will be taken from the damage/cleaning deposit and Renter shall be responsible for any outstanding balance.
- \* The damage/cleaning deposit, minus any necessary deductions for damaged property or clean-up if the facility is not left in a satisfactory condition, will be returned within two (2) weeks of the event. If any part of the deposit is withheld, an explanation will be sent two (2) weeks after the scheduled event.
- \* 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.
- \* Clean-up equipment and instructions are located in the kitchen of the Town Hall and the Multicultural Hall in the Community Center.
- \* Scenery, decorations, or personal items must be removed from the building the day of use or another day's rental will be charged.
- \* Trash must be put in the dumpster north of the building.
- \* Food, soda pop cans, water bottles, cups, etc. shall be emptied and disposed of in trash cans with liners.
- \* Kitchen, if used, should be left scoured and clean, floors mopped, oven and fridge cleaned and all food removed (including food in the refrigerator).
- \* Chairs and tables should be properly cleaned and stored.
- \* Benches should be placed along the side walls.
- \* All floors should be free of litter and refuse (all spills mopped up).

- \* Parking lot litter must be removed.
- \* Restrooms should be left clean and free of litter and refuse.
- \* Dirt or smudges should be removed from the walls.

### BEFORE THE RENTAL

- \* Renter agrees to obtain permits, business licenses or special event licenses that may be required for the event. Any concession sales must receive written, advanced approval from the City.
- \* No property may be delivered to the Facility prior to Renter's scheduled set-up time.

### DURING THE RENTAL

- \* **Attendance Control.** Renter will be responsible for ensuring that the occupancy limit is not exceeded. Occupancy  
**Town Hall:** 912 occupants standing, 652 occupants with chairs only; 304 with tables and chairs
- \* **Community Center Multipurpose room:** 174 occupants with chairs only; 81 with tables and chairs
- \* **Community Center North Conference Room:** 8-10 around conference table; additional 15 with chairs
- \* **No open flames,** candles, fireworks, fires or charcoal gas barbecues or propane tanks of any kind are allowed in the building.
- \* **No pets** or animals of any kind are allowed except service animals where appropriate.

### 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 north of the building for your convenience.
- \* All lights should be turned off, all windows closed and doors locked prior to vacating the facility.
- \* Event must end at 11:00 p.m. A City employee will arrive onsite by 11:00p.m. to assure the building is vacated. The renter shall return the building key to the City employee at that time. **NO EXCEPTIONS.**
- \* The City will not be held responsible for any items left behind by the Renter.

### OTHER POLICIES

- \* **Enforcement of "No Smoking" and "No Alcohol".** The Town Hall and Community Center are municipal buildings, and are therefore subject to the state laws prohibiting smoking in public buildings. Renter will be responsible for any violations of the no smoking ordinance during the rental period. In addition Midway City prohibits any alcoholic beverages or controlled substances on City property. Violations result in forfeiture of the damage/cleaning deposit and 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 placed on the walls; floors, or stage. Floor protectors must be used for items placed on the floors, and no open water containers should be placed on the floors. The curtains are to be protected: i.e., no items should be hung on the curtains and they are not to be misused in any way.
- \* **Sound/Light Technician:** The City will provide a single microphone hookup if requested by The Renter, and the current stage lighting system is available. The Renter is responsible to provide any additional sound or lighting equipment they may need, as well as a technician to run said equipment.
- \* **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.
- \* **Properly Securing the Facility.** Renter agrees to properly secure the facility by making sure the windows and doors are properly secured and lights turned off.
- \* **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 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 Facility unlocked and unattended at any time.
  - b. Damage or disturb any landscape.
  - c. Damage or deface any structure or property.
  - d. Disturb, deface, remove or relocate art work or any other property within the Facility.
  - e. Allow noise levels to exceed those permitted by the City ordinances and State law.
  - f. Allow smoking, alcohol or controlled substances inside the facility at any time.
  - g. 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.
- \* At no time shall exits or exit signs be covered or obstructed.
- \* Authorized representatives of Midway City shall have the right to enter the facilities and all parts thereof at any and all times during a scheduled event.
- \* *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.*

### 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.

