



Midway

FACILITIES USE AGREEMENT



Town Hall & Community Center Rental Agreement

PARTIES: MIDWAY CITY enters into this Short-Term Facilities Use Agreement with the “User” listed below:

Name: _____
Contact Person: _____
Phone Number: _____
E-mail Address: _____

RECITALS

User acknowledges that use of the Facility is conditioned upon User’s and City’s execution of this Agreement and User’s payment of the required Deposit and Facility Use Fee. User acknowledges and understands that no binding or enforceable agreement regarding use of the Facility shall exist unless and until 1) this Agreement has been signed buy User and received by City; and 2) User has paid the required Deposit and Facility Use Fee. This Facilities Use Agreement is for a one-time, short-term use of the Facility described below.

AGREEMENT

For and in consideration of the following promises, covenants and conditions, City and User hereby agree as follows:

1. Use of Facility:

a. Facility to be used: _____

b. Event or Purpose: _____

c. The User agrees that only the Facility described above will be used, and only for the Event or Purposed described above.

d. NO OTHER USE OF MIDWAY CITY FACILITIES IS AUTHORIZED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, MIDWAY DOES NOT ENDORSE, SUPPORT, OR PROMOTE ANY STATEMENT, ACT OR CONDUCT OF USER.

2. Date and Time of Use: User shall be permitted to use the Facility on _____ between in the hours of _____ am pm and _____ am pm (the "Event Date") only.

3. Access and Event Times: The Facility access and use must be within the time specified above. Date and use times include User's preparation, decorating, and or rehearsal time, as well as time after the Event to remove decoration, User equipment, clean-up and other activities. No early or late access to the Facility will be allowed. User and its guests, subcontractors User/City and invitees shall comply with all City rules and regulations regarding parking, loading and unloading. Citations issued for violations of the law are the sole responsibility of the person receiving the citation.

4. Facility Use Fee, and Damage/Cleaning Deposit: User agrees to pay to City a Facility Use Fee in the amount of \$ _____ for the use of the Facility described above. The Facility Use Fee must be received by the City In order to secure a reservation. User agrees to pay to City a Damage/Cleaning Deposit of \$ _____, by _____ (date). Once the deposit is paid a programmable key fob will be issued. If either the Facility Use Fee or the Damage/Cleaning Deposit is not timely received by the City, this Agreement shall be automatically void and User shall have no right to use the Facility.

5. Cancellation Policy: If the User cancels the Event, User shall forfeit the Use Fee. Cancellations must be received **30** business days prior to the Event Date or no refund of the Facility Use Fee will be provided.

6. Responsible Party/Event Coordinating Deadline: The person(s) who completes and signs this Agreement shall be the Responsible Party for the User.

7. User's Obligations: (You must initial on each line indicating you have read each item)
 - _____ a. User shall not violate any Federal, State, or local laws or any rules of the City. User shall not allow any Federal, State, or local law or rule of the City to be violated by any guest, invitee, or third-party attendee of the Event (whether invited or not).

 - _____ b. User shall not make any alterations to the Facility, any fixtures, building systems, or equipment. At the completion of the Event, the Facility shall be left in the same condition it was in prior to User's use of the Facility. It is the User's responsibility to return the Facility in a clean, safe condition. The User shall remove from the Facility all property and materials belonging to the User, its invitees, guests, and other attendees at the Event. If User, its invitees, guests or attendees (whether invited or not) causes

damage to the Facility, or leaves the Facility in a worst state of repair and cleanliness than it was prior to User's use of the Facility, City has the option of either a) requiring User, at User's own expense and risk, to clean and restore the Facility to the condition existing prior to User's use of the Facility, or b) make the repairs and cleaning to the Facility using City staff, employees or agents. City shall have the sole and complete discretion in deciding which option to exercise. If City decides to make the repairs and restoration itself, the costs for the same shall be borne solely by User. User shall reimburse City for any repairs, restoration or cleaning needed to return the Facility to its prior state. The costs for cleaning and repairs shall be deducted from the Damage and Cleaning Deposit if that amount is sufficient to cover the costs. City also reserves the right to make an insurance claim against User's insurance provider, and a claim against User, in the event the cleaning and repair costs exceed the Damage and Cleaning Deposit.

- _____ c. Please be aware that the glockenspiel clock in Town Hall goes off every 30 minutes and will not be turned off. Regardless of the event being held.
- _____ d. User shall exercise care in the use of the Facility and shall comply with guidelines to reduce excessive wear or damage. User agrees to keep the Facility and adjacent areas (including parking areas) in a clean and orderly condition and to remove all waste material at the conclusion of the event. All decorations, signage materials used during the event must be removed by User prior to the expiration of the time listed in this Agreement.
- _____ e. Unsupervised Minors: Unsupervised minors (persons under the User/City age of 18) are not permitted at the User's Event.
- _____ f. Supervision/Security: The City will not provide supervision or User/City security for the Event. The City may, in its sole discretion and based upon the User, the guests or the nature of the Event, require the User to provide security personnel for the Event. The cost of such security shall be the responsibility of the User. No fighting, arguing or disruptive behavior is allowed.
- _____ g. Catering: Any caterer must be licensed and insured. A copy User/City of the caterer's license and insurance must be on file at least 24 hours prior to the event. Uninsured or unlicensed caterers will not be allowed in or around the facility. If a caterer is not used, a hold harmless agreement must be filled out and signed by User. City assumes no responsibility for any food or beverage provided by or in behalf of User for the Event.

- ___ h. No Smoking: Smoking is prohibited in the Facility and outdoors User/City within 50 feet of the Facility. Smoking is also prohibited in any other designated “No Smoking” areas. Smoking includes vaping and other similar ingestion methods.
 - ___ i. No Flames/Fire/Smoke or Fog: Open flames and the burning of User/City any materials including incense is prohibited. Use of candles must be approved in advance and meet fire code. Fog/smoke machines or other similar equipment are prohibited.
 - ___ j. Decorations: Decorations may not be placed in a manner that User/City will damage the Facility. No nails, duct tape, tacks, etc. No glitter!
 - ___ k. Conduct: The User and all guests, invitees, and attendees (whether invited or not) shall conform to normal standards of public conduct. Excessive noise, offensive behavior or lewd or suggestive acts or clothing is prohibited.
 - ___ l. Animals: No animals are allowed inside the Facility except User/City certified service animals. The animal owner will be required to present documentation verifying certification.
 - ___ m. Alcohol: Alcohol is prohibited in the Facility.
8. User’s Personal Property: City does not insure, and is not responsible for any loss, damage, theft or misuse of User’s property, or the property of any person or entity invited by or contracted with User, including but not limited to guests, invitees, employees, agents, contractors, etc. User assumes complete and total responsibility for any such damage or loss. The City assumes no responsibility for User/City equipment used at the Event which is supplied by User or any other party. The City reserves the right to approve equipment and equipment providers.
9. Right to Enter: City reserves the right to enter and inspect the Facility at any time for any purpose during the Event. User shall follow all directives from City staff.
10. Indemnification and Hold Harmless Agreement: User shall hold harmless, defend and indemnify the City of Midway, its employees, elected officials, agents, volunteers and staff members, (collectively referred to as the “City”) from and against any and all liability, loss, damage, expense, costs, (including without limitation costs, attorney’s fees and fees of litigation) of every nature and kind arising out of, or in connection with, or relating to User’s use of the Facility or its failure to comply with any of its obligations contained in this Agreement. This Indemnification and Hold

Harmless agreement also covers the actions of any third party invitees and guests (whether invited or not) that attend the Event, as is intended by the Parties to protect the City to the fullest extent possible under the law. The sole exception to this obligation on the part of the User to Indemnify and Hold the City Harmless is in the event of loss or damage caused by the sole negligence or willful misconduct of the City.

11. No Assignment or Subletting: This Agreement is non-assignable and non-transferrable.
12. User to Provide Supervision/Security: City is not responsible for providing any supervision or security for the Event. City staff members may or may not be present during the Event. User is solely responsible for providing adequate adult supervision, security and monitoring of the Event and all attendees at the Event. Under no circumstances will User allow minors to be present at the Event without adequate adult supervision.
13. Right to Modify: City reserves the right to modify insurance requirements at any time without any advance notice, including coverage limits, based on the nature of the risk, prior experience, prior similar events, identity of insurer or other special circumstances.
14. Termination/Cancellation: This Facilities Use Agreement is granted subject to the terms, conditions and restrictions set forth herein and contained in the attached Addenda. City may revoke this Agreement effective immediately upon User's failure to timely comply with any pre-Event requirement, for any violation of the terms, conditions or regulations of the City, or at any time for misrepresentation. The City may terminate any part of this Agreement without notice in the event of an emergency which, in the opinion and sole discretion of the City, would make the Event unsafe or infeasible. In the event of termination by the City refunds of any Deposits and/or Facility Use Fees paid will be determined by the City on a case-by-case basis.
15. Modification of Agreement: This Agreement and associated Addenda contains the entire agreement between the Parties. Any modifications, changes or amendments to this Agreement must be in writing, signed by the Parties. The Addenda attached hereto are incorporated herein as part of this Agreement.
16. Waiver: No delay or omission of the exercise of any right of the City, or any waiver of any breach or violation by the City under this Agreement shall be construed as a continuing waiver or consent to any subsequent breach or violation.
17. Severability: Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties. The Parties agree that in the event any provision is so stricken, the Agreement shall be reformed to

replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

18. Applicable Law: This Agreement shall be governed by and interpreted according to the laws of the State of Utah. In the event of legal action under this Agreement, venue shall be in Wasatch County, Utah for any State or Local Court action, and in the 10th Circuit for any Federal Action.
19. Time is of the Essence: The Parties expressly agree that time is of the essence in all provisions of this Agreement.
20. Access: Access to the Facility shall be controlled by City staff. Under no circumstances will any key, access code or other means of access be given to User. City staff shall at all times control the locking and unlocking of the building.
21. Acceptance of Terms and Conditions: I have read and understand the above terms and conditions, and agree to abide by these terms and conditions.

USER

_____	Date: _____
Printed Name	

Signature	
_____	_____
	Email Address
_____	_____
Address	Telephone Number

MIDWAY CITY:

By: _____ Date: _____

City Staff shall attach Proof of Receipt of the Following:

Damage and Cleaning Deposit: \$ _____
Facility Use Fee: \$ _____



Midway

FACILITIES USE AGREEMENT

“HOLD HARMLESS” ADDENDUM

User and City have entered into a Facilities Use Agreement dated ____ for use of:

_____ (describe Facility to be used) on the ____ day of _____, 202__). This Addendum provides additional terms and conditions that apply to User’s use of the Facility.

This Hold Harmless Agreement is a condition of the use of a Facility owned by Midway City. No use of any Midway City property by User shall be permitted without this Agreement being fully executed by the Parties.

AGREEMENT

I, _____, as User of the Facility, have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Midway City as a condition of my use of Midway City facilities.

_____ (initials)

I hereby agree to hold harmless, defend and indemnify the City of Midway, its employees, elected officials, agents, volunteers and staff members, (collectively referred to as the “City”) from and against any and all liability, loss, damage, expense, costs, (including without limitation costs, attorney’s fees and fees of litigation) of every nature and kind arising out of, or in connection with, or relating to User’s use of the Facility or its failure to comply with any of its obligations contained in this Agreement.

_____ (initials)

This Indemnification and Hold Harmless agreement also covers the actions of any third party invitees, contractors (including, but not limited to caterers, musicians, performers, vendors, etc.)

and guests (whether invited or not) that attend the Event, as is intended by the Parties to protect the City to the fullest extent possible under the law.

_____ (initials)

THE CITY IS NOT LIABLE FOR ANY ACT OF ANY FOOD PROVIDER OR CATERER INVITED BY THE USER. User agrees to make sure that the Caterer or Food Vendor has the appropriate training, permits and licenses to legally provide the service that the User has contracted for. Caterer, its owners, employees, agents or volunteers, shall be considered invitees of the User. User is solely responsible for the safe and sanitary food service provided by the Caterer or Food Vendor.

_____ (initials)

As User of the Facility, I agree to obtain and maintain during the course of the event, insurance as required by the Facilities Use Agreement.

_____ (initials)

I understand that the sole exception to my obligation to Indemnify and Hold the City Harmless is in the event of loss or damage caused by the sole negligence or willful misconduct of the City, its elected officials, officers, employees or agents.

_____ (initials)

I have authority to sign this document and bind the User to this Agreement.

_____ (initials)

Voluntarily agreed to by User this ___ day of _____, 202__.

User