



Springville City Rental Agreement

Renter Information

Name of Renter: _____

Type of Group/Organization: _____

Address of Renter: _____

Home Phone: _____ Alternate Phone: _____

Email: _____

Event Information

Event Date: _____ Description of Event: _____

Rented Facility: _____

Rental Time: _____ am/pm to _____ am/pm *Includes set up and take down*

Fees

Rental Fee: _____ Security Deposit: _____ Additional Fees: _____ (includes fees for _____) Date Paid: _____

The Renter hereby agrees to be bound by and comply with all of the (1) General Terms and Conditions for Renting a Springville City Facility and (2) the Facility Use Policy Guidelines, which are attached and incorporated herein. The Renter agrees to be present and responsible during the event and to accept responsibility for damages caused to the Rented Facility, equipment, furnishings, and surrounding area during the rental period.

The Renter agrees that violation of any of the terms of this Agreement may be cause for the rental of the Rented Facilities to be revoked, without notice, and may result in the Renter's immediate removal from the premises and forfeiture of the deposit.

Signature of Renter: _____ Date: _____

Printed Name: _____ Title: _____

Employee: _____ Position: _____ Date: _____

For Office Use Only:

Insurance: Check if required. Amounts _____ per occurrence _____ per aggregate.

Date Certificate of Insurance was received _____.

Check if the City is named as an Additional Insured.

**GENERAL TERMS AND CONDITIONS
for Renting a Springville City Facility**

- 1. COMPLIANCE:** Renter assumes the sole responsibility and expense to utilize the Rented Facility in full compliance with all applicable federal, state, and local statutes, ordinances, and rules and regulations including, but not limited to, licenses, taxes, and Fire Marshal regulations. Non-compliance to any rules or regulations or default in the payment of rental fees as required constitutes a material breach and may result in the termination of this Agreement and the forfeiture of the rental.
- 2. DAMAGES / BUILDING RESTORATION:** Renter shall not cause or permit anything to be done to the Rented Facility that shall in any manner deface or alter the facilities. Renter assumes sole and complete responsibility for any damage to the Rented Facility, including, but not limited to, all equipment, artwork, fixtures, furniture, and all other property within the Rented Facilities, that is done by Renter, Renter's agents, employees, vendors, guests, invitees, or anyone else in the Rented Facility associated with the Renter. Renter shall pay to Springville City upon demand such sum as shall be necessary to restore the Rented Facility to its original pre-event condition.
- 3. RENTAL FEES:** Rental fees will be charged in accordance with the Springville City Facility Use Policy.
- 4. DEPOSIT:** The City may charge a deposit based upon the type of activity, the facility rented, the number of people expected to attend the event, and other relevant factors. The deposit will be to cover any unexpected costs related to property damage, loss, and/or clean-up. Following the event, the City shall assess if there is any property damage, loss, or needed clean-up related to the Renter's use of the Rented Facility. If there is no property damage, property loss, or clean up, the deposit will be returned to the Renter. If there is any damage to the Rented Facility or needed clean-up, the City shall ascertain the costs of the damage or to clean-up the Rented Facility and use the deposit to cover such costs. A written itemized accounting of the costs to repair damage or clean-up to the Rented Facility shall be provided to the Renter along with a check for the excess amount or a bill for payment of the deficient amount.
- 5. SMOKING/ALCOHOL:** Smoking and the consumption of alcohol is prohibited on the premises of and in the Rented Facility.
- 6. PROHIBITED USES:** Drapes, hangings, curtains, drops, and all decorative materials used within or upon the Rented Facility shall be made of non-flammable material. No open fires, flames, or lighted candles shall be permitted. Renter shall not bring in any hazardous or harmful materials into the Rented Facility. Renter's use of the Rented Facilities shall be limited to public areas. Renter is prohibited from accessing all offices, storage rooms, and other non-public areas.
- 7. TERMINATION:** Renter agrees that violation of any of the terms of this Agreement may be cause for the rental of the Rented Facilities to be revoked, without notice, and may result in immediate removal from the premises and forfeiture of the deposit.
- 8. NO WARRANTY:** Springville City makes no guarantee or warranty, express or implied, as to the condition of the Rented Facility or the ability to use the Rented Facility for any certain purpose.
- 9. CANCELLATION:** If this Agreement is canceled by the Renter for any reason, the rent paid to Springville City shall be forfeited or returned as follows:
 1. If Renter cancels with written notice prior to a week before the event date, Springville City will return 100% of the Rental Fees.
 2. If Renter cancels two to seven days before the event date, Springville City will return 50% of the Rental Fees.
 3. If Renter cancels within two days of the event date, Springville City shall retain the Rental Fees.Any forfeited funds constitute liquidated damages for the direct and indirect costs incurred by Springville City. Renter agrees Springville City's retention of the Rental Fees pursuant to the above schedule represents a reasonable estimation of the City's actual loss and that this provision does not constitute a penalty. If the Rental Agreement is canceled by Springville City, all funds shall be returned to the Renter. Renter agrees that the return of all Rental Fees shall act as sufficient compensation for any damages the Renter may experience due to the City's cancellation.
- 10. FORCE MAJEURE:** If any casualty or unforeseen occurrence renders the fulfillment of this Agreement by Springville City impossible or impracticable, including, without limitation thereto, the requisitioning of the facility by the US Government or any instrumentality thereof, labor dispute, acts of God, riots, power failures, fire damage and any other conditions beyond the control of the parties, then this Agreement shall be terminated. Renter hereby waives any claim for damages or compensation from Springville City on account of such termination.
- 11. INSURANCE:** For all special events and events deemed hazardous by the City, including events with large numbers of people, Renter shall be required to obtain an insurance policy for the event that provides liability and property damage insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 per aggregate or such other amounts as approved by the City. The insurance policy must name "Springville City and its elected officials, appointed officials, employees and volunteers" as an additional insured. Based upon the type of activity and number of people, the City may require greater limits of insurance than what is previously listed.
- 12. INDEMNIFICATION:** Renter agrees to indemnify and hold harmless Springville City, including its elected officials, appointed officials, employees, agents, and volunteers (collectively referred to herein as "City") from all claims, losses, costs, damages or expenses resulting from or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Renter, including its principles, agents, officers, employees, invitees or contractors which occur in or around the Rented Facility.
- 13. USE AT OWN RISK:** Renter agrees to use and occupy the Rented Facility at Renter's own risk, and hereby releases the City and the City's elected officials, appointed officials, employees, agents, and volunteers from all claims for any damage, loss or injury to persons, property or profits occurring in or about the Rented Facility, including, but not limited to damages, loss or injury to persons, property or profits resulting from the acts of Renter, a third party, theft, vandalism, fire, and other casualty events or damage.
- 14. VENUE:** Any action brought to enforce this Agreement shall be filed in Utah County, Utah.
- 15. ATTORNEY FEES:** If any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney fees from the losing party in an amount as may be adjudged reasonable by the court, including any appeal.
- 16. GOVERNING LAW AND ENFORCEABILITY:** This Agreement shall be governed by and construed in accordance with Utah State Law. If any term or provision of this Agreement is determined to be void or unenforceable, the remainder of this Agreement shall remain enforceable and in effect, as if that void or unenforceable provision was not included.
- 17. ASSIGNMENT:** Renter may not assign any of its rights under this Agreement without the written consent of Springville City.