

GRAND COUNTY FACILITY RENTAL AGREEMENT

This AGREEMENT, entered into by and between Grand County (hereinafter "County"), the owner of the following, known as: The Grand Center 182 N 500 W (hereinafter "Property"), and _____ (hereinafter "Renter").

TERMS AND CONDITIONS

Facilities: The Grand Center

Purpose/Function: _____

Date(s) of Use: _____

We reserve the right to change our fees annually.

Security Deposit

Renter shall pay to County \$500.00 as a Security Deposit. County shall return the Security Deposit to renter within (30) days of termination of this Agreement, subject to forfeiture provisions below. County shall apply Security Deposit towards the costs of cleaning the Property in the event the Renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "A"

GRAND COUNTY FACILITY RENTAL AGREEMENT

Duties of Renter

Immediately upon entering into possession of the Property, Renter shall inspect the Property for safety and usability of the Property for its intended purpose utilizing the Inspection Report of Facility (see attached Exhibit "A", hereinafter "Inspection"), and Renter shall then immediately report to County any preexisting damage to Property (contrary to any pre-existing damage shown on the Inspection), or the existence of any danger on the Property which may cause injury to Renter, or Renter's guests. At the end of the rental term, Renter shall clean and restore the Property to its condition before rental, and return possession of the Property to County. If Renter or Renter's guests cause any damage to Property, Renter shall immediately report the damage to County, and Renter shall repair damage during the rental term.

Serving Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and certificates required to serve alcohol. Renter shall assume all liability in serving alcohol and provide at Renter's sole expense insurance coverage that includes serving alcohol. Proof of insurance shall be submitted sufficient to the County's Insurance Coordinator that liability with serving alcohol is included with insurance coverage. Proof of insurance and any permits for serving alcohol shall be in the form attached as Exhibit "B".

Limitation of Liability

Renter shall release and hold harmless Grand County from liability for any injury to Renter, resulting from any cause whatsoever, including but not limited to acts of nature and intentional or negligent acts of third parties, but excepting intentional acts of County, and further, Renter shall indemnify and defend County against any claim for loss, damages or injury made by Renter's guests.

Renter also guarantees to have participants in activities that involve physical exertion shall complete and execute the Participant's release form attached in Exhibit "C" prior to participating in the event.

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit. The non-breaching party may recover damages including reasonable attorney's fees and costs to enforce the provisions of this Agreement. The parties hereunder consent to the jurisdiction of the 7th District Court in Moab for adjudication of any dispute, transaction or occurrence arising out of this Agreement and laws of the State of Utah shall govern this Agreement.

GRAND COUNTY FACILITY RENTAL AGREEMENT

Termination

Either party may terminate this Agreement by providing written notice 30 days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement in fewer days specified herein when the County is notified that the event for which the facility is rented for will violate or may likely violate and city, county, ate or federal law.

Termination by Damage Not the fault of Renter

Upon prior written notice of twenty-four (24) hours, effective upon receipt, County may terminate this Agreement and retake exclusive possession of the Property if fire, natural causes or disaster, or a previous renter destroys the Property to the extent that it may no longer be used for its purpose, in which case, County shall return to Renter the Security Deposit and all unused rental fees, calculated on a prorated daily basis.

Special Terms and Conditions

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "D", incorporated within this Agreement by reference, and to which this Agreement is subject. The County cannot accept any liability during an event for loss of comfort, services, equipment and the like due to weather, accidental shutoffs and breakdowns. Every effort will be made to ensure continuance of an Event through temporary means and preplanning.

IN WITNESS WHEREOF, the parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits "A", "B", "C", "D". All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously or separately and transmitted by fax.

RENTER Dated: ____/____/____

COUNTY Dated: ____/____/____

By: _____

By: _____

Print Name

Print Name Grand Center Staff

Address: _____

Address: 182 N. 500 W Moab, Utah 84532

Phone: _____

Phone: 435-259-6623

Fax: _____

Fax: 435-259-2601

Signature: _____

Signature: _____

GRAND COUNTY FACILITY RENTAL AGREEMENT

Exhibit "A"

Inspection Report of Facility

Property: The Grand Center, 182 N 500 W, Moab, Utah 84532

The County has inspected the Property and found it to be in the condition described below. Renter agrees to inspect the real property immediately upon entering into possession of the real property or the beginning of the term of rental (which occurs first), and notify County of any pre-existing damage or dangerous condition on the property. Failure by Renter to inspect and notify County shall be construed as a waiver of any future claim for damages and as acquiescence to and the County's inspection.

(Include below a description of various aspects of the property, e.g.: tables, chairs, equipment, carpets, walls, restroom, etc., that the County will inspect immediately prior to the term)

Exhibit "B"

Proof of Insurance

Renter has submitted and the County's Insurance Coordinator has approved the Proof of Insurance to cover the Renter's duty to Indemnify, described in this agreement. Proof of insurance is attached in this Exhibit.

Exhibit "C"

Participant's Release Form

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant's Release Form attached in this Exhibit.

GRAND COUNTY FACILITY RENTAL AGREEMENT

GRAND COUNTY RELEASE AND WAIVER OF **LIABILITY** AGREEMENT

EVENT(s): _____

Date(s): _____

Location: The Grand Center, 182 N 500 W,, Moab, Utah 84532

IN CONSIDERATION OF BEING PERMITTED IN ANY WAY IN THE ABOVE EVENT(S) THE UNDERSIGNED:

1. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE ABOVE NAMED EVENT(S) ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND /OR PROPERTY DAMAGE AND HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF SUCH INJURY, DEATH OR DAMAGE WHETHER CAUSED BY NEGLIGENCE OF RELEASEE OR OTHERWISE.
2. HEREBY AGREES TO RELEASE FORM LIABILITY, INDEMNIFY, SAVE AND HOLD HARMLESS GRAND COUNTY (HEREIN, "RELEASEE"), AND EACH OF ITS DESIGNEES, AGENTS, AND EMPLOYEES, FOR ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAT INCUR ARISING OUT OF OR RELATED TO THE UNDERSIGNED'S PARTICIPATION IN THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
3. HEREBY AGREES THAT THE RELEASE AND WAIVER OF LIABILITY, HOLD, HARMLESS, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEE,, INCLUDING NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEE OR ANY PERSON AFOREMENTIONED.

I HAVE READ THE FORGOING AGREEMENT, FULLY UNDERSTANDING ITS TERMS. UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THOSE MENTIONED ABOVE.

I FULLY UNDERSTAND THAT THERE IS NO RIDER MEDICAL INSURANCE PROVIDED.

Signature of Participant _____ Date _____

GRAND COUNTY FACILITY RENTAL AGREEMENT

GRAND COUNTY RELEASE, PARENTAL PERMISSION, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

Minor Participant: _____

EVENT(S): _____

Date(s): _____

Location: The Grand Center, 182 N 500 W, Moab, Utah, 84532

THE UNDERSIGNED HEREBY STATES THAT HE/SHE IS THE PARENT OR LEGAL GUARDIAN OF THE ABOVE NAMED MINOR PARTICIPANT, AND THAT THE SAID PARENT OR LEGAL GUARDIAN GRANTS PERMISSION FOR SAID MINOR PARTICIPANT TO PARTICIPATE IN SAID EVENT(S). FURTHERMORE, THE PARENT OR LEGAL GUARDIAN:

1. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE ABOVE NAMED EVENT(S) ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE AND HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF SUCH INJURY, DEATH, OR DAMAGE WHETHER CAUSED BY NEGLIGENCE OF RELEASEE OR OTHERWISE.
2. HEREBY AGREES TO RELEASE, IDEMNIFY, SAVE AND HOLD HARMLESS GRAND COUNTY, GRAND COUNTY SPECIAL SERVICE DISTRICT, AND EACH AGENCY DESIGNEE, AGENT AND EMLOYEE, FOR ANY LOSS LIABILITY , DAMAGE, OR COST THEY MAY INCUR ARISING OUT OF THE PARTICIPATION OF THE UDERSIGNED'S CHILD OR THE MINOR OVER WHICH THE UNDERSIGNED HAD LEGAL GUARDIANSHIP IN THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES THAT THE HOLD HARMLESS, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES OR ANY PERSON AFOREMENTIONED.

I HAVE READ FOR FORGOING AGREEMENT, FULLY UNDERSTANDING ITS TERME. UNDERSTANDING THAT I HAVE GIVIEN UP SUBTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT INDCUEMENT, ASSURANCE OR GUARNTEE BEING MADE TO ME.

Signature of Participant

Date

GRAND COUNTY FACILITY RENTAL AGREEMENT

EXHIBIT "D" SPECIAL TERM AND CONDITIONS

Renter herewith agrees to abide with the following special terms and conditions as described below or a separate page labeled as Special Terms and Conditions and attached to this agreement. If a separate page is attached each page shall be initialed by the County's authorized agent and renter.

1-PARTITION IN MAIN HALL TO BE OPENED OR TOUCHED ONLY BY GRAND CENTER STAFF, IF DAMAGED YOU WILL BE RESPONSIBLE FOR REPAIRS

2-Rooms that can be rented in the Grand Center are the Main Hall, Conference Room and on occasion the Vitality Room. Other rooms in the center are only open during regular business hours.

3- Renter is responsible to empty trash inside the building. Trash must be put in trash dumpster, if trash is put in the cardboard dumpster you will be charged the extra fee that Bob's Sanitation charges the Center for the trash in the dumpster. Recycling is encouraged but not mandatory. Recycling bins will be provided if needed.

4- Renters are responsible to make sure restrooms are clean and trash is out.

5- Renters are responsible to wipe off table and chairs. Chairs can stack in stacks of 8 and leave by table to sweep. DO NOT slide chairs across the floor as it will scratch the floor.

6- Decorating is permitted. No open flames are allowed.

7-No Banners/Posters/Signs etc. are to be hung on any surface without the approval of the Administrative Staff of the Center. Renter will be responsible for the repairing of the area and it will be taken out of the security/cleaning deposit.

8- No glitter, confetti, rice or bird seed is allowed inside or outside of the building.

9- Use of small kitchen is included in the rental of the main hall. The renter is responsible for the cleaning of this room. That includes the trash emptied, clean stove top and oven if used, wipe microwave out if used, clean sink, sweep floor and make sure fridge is empty and cleaned out.

10- Use of the Commercial Kitchen can be rented for an extra fee. The fee starts at the time the kitchen staff opens the door for your use and ends when the kitchen is clean and all the dishes

GRAND COUNTY FACILITY RENTAL AGREEMENT

are clean and put away. A check list will be provided and the Center Staff will do a walk through before you leave kitchen.

10- The Renter will not use the Grand Center for overnight accommodations inside or outside the building.

11- Maximum capacity for the Main Hall is 200 people with tables and chairs, 286 set up in audience style, as per State Fire Code. Hallways and exits must be clear of obstructions in case of an emergency.

12- Contact information for both the Grand Center and the Renter must be provided before the Event begins. Center employees will work only with the Renter's designated representatives and any requests must be channeled through these representatives.