

**MIDVALE CITY, UTAH
RESOLUTION NO. 2015-R-37**

**A RESOLUTION APPROVING THE ALEXANDER DAHL
COMMUNITY ROOM USE AGREEMENT**

WHEREAS, the City Council would like the public to have the opportunity to utilize the Alexander Dahl Community Room at City Hall; and

WHEREAS, a Use Agreement has been created outlining requirements and regulations for public use of the community room; and

WHEREAS, the City Council feels the Use Agreement protects both the City as well as the public;

NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby approve the Alexander Dahl Community Room Use Agreement attached herewith as Exhibit A.

APPROVED AND ADOPTED this 16th day of June, 2015.



JoAnn B. Seghini, Mayor

ATTEST:



Rori L. Andreason, MMC
City Recorder

Voting by the City Council	"Aye"	"Nay"
Stephen Brown	<input checked="" type="checkbox"/>	_____
Paul Glover	<input checked="" type="checkbox"/>	_____
Paul Hunt	<input checked="" type="checkbox"/>	_____
Wayne Sharp	<input checked="" type="checkbox"/>	_____
Quinn Sperry	<input checked="" type="checkbox"/>	_____



Midvale City
7505 South Holden Street
Midvale, UT 84047
(801) 567-7200
www.midvalecity.org

Alexander Dahl Community Room Use Agreement

This Alexander Dahl Community Room Use Agreement ("Agreement") is entered into by and between Midvale City, and the individual or entity signing this Agreement on the space provided on the last page of this Agreement (the "Renter"). If the individual or entity signing this Agreement is not a resident of Midvale City the individual or entity must be doing business with/or on behalf of the City.

1. Rental Space

- a. **Conference Room Being Rented:** Alexander Dahl Conference Room, 7505 South Holden Street, Midvale, UT 84047
- b. **Day(s) and Time of Use:** Start Date/Time: _____
End Date/Time: _____
- c. **Available Hours:** 8:00 am to 10:00 pm, Monday - Saturday The Renter is responsible for ensuring that the Renter, and Renter's directors, officers, employees, agents, members, representatives, guests, invitees, or other persons (collectively referred to as "participants") leave the conference room(s) promptly once the assigned reservation time has expired. A City employee is required to be in attendance during the reserved time. **The City facility must be vacated by 10:00 pm.**
- d. **Legal Occupancy Limits:** The legal maximum occupancy of the Dahl Community Room is 68 people. Renter shall ensure that the legal occupancy limit is not exceeded at any time during the rental period.
- e. **Permitted Areas of Use:** The Renter may use the community room, kitchen, and designated restroom(s). Cooking/food preparation is restricted to the community room kitchen. **Only crockpots are allowed - NO Electric Fry Pans.** The Renter shall not use any other portion of the building or other City property without the City's prior written consent. The Renter shall not allow the participants to enter any portion of the City's building or property other than the Rental Space.
- f. **Not Responsible for Personal Property:** The City is neither responsible nor liable for the theft, loss, or damage to materials, equipment, or other personal property of the Renter or the participants.

2. Permitted Uses

Renter may use the Rental Space for the purpose of conducting meetings and special events that are not intended to, and **do not generate revenue or compensation in any form** for the Renter or any third party. The Rental Space shall **not be used for organized political or religious activities** or any activity that may directly or indirectly injure or damage any



individual or property. The Rental Space is not a public forum, and the City reserves the right to reasonably restrict Renter's use of the Rental Space to prevent a use that does not promote the health, safety, prosperity, security, and general welfare of the City or its citizens.

Smoking is prohibited inside any City building. The burning of incense or any open flame (such as candles), is not permitted in any City building. **Alcohol is prohibited** in the Rental Space or on any other City property.

The Renter shall not use or represent to any third party the address or telephone numbers of any City facility as the Renter's address or telephone numbers; nor shall the Renter in any manner represent or imply that the City sponsors, sanctions or supports the meeting or special event.

Under no circumstances shall Renter or the participants' use of the Rental Space interfere in any manner with City operations.

3. Rent

The Renter shall pay the \$120.00 ("Rent") per rental period plus City employee overtime costs (Dependent upon pay rate of employee) for reservations lasting between 0-4 hours. The Renter shall pay an additional \$120.00 rent plus employee overtime costs for reservations lasting 5-10 hours. Cost incurred by the City in cleaning and/or equipment to their original condition shall be charged to the Renter as additional Rent. **Rental fees may be waived for governmental entities.**

4. Security Deposit

Renter shall pay a security deposit in the amount of **\$200 by credit card upon issuance of the visitor's pass** as security for Renter's payment of Rent and performance of its other obligations under this Agreement. If Renter defaults in its payment or Rent or performance of its other obligations, the City may use all or part of the security deposit for the payment of Rent or for the payment of any other amount the City may spend or become obligated to spend by reason of Renter's default or to reimburse the City for any other loss or damage caused by the Renter. If the City so uses any portion of the security deposit, Renter will restore the security deposit to its original amount within five days after written notice from the City. The City will return the unused portion of the security deposit in accordance with Utah law. Renter will need to bring the credit card used for the security deposit with them when returning the visitor's pass in order to receive the appropriate refund of the security deposit. **The Security Deposit maybe waived for governmental entities upon approval by the City Manager.**

5. Equipment Supplies

Renter shall have the right to use the movable chairs and tables in the community room and the **equipment and utensils in the kitchen** located in the Rental Space ("Equipment"). An inventory will be taken of equipment.



6. Cancellation

- a. **By the Renter:** The Renter may cancel a scheduled use of a community/conference room, without penalty, by providing notice of the cancellation at least 48 hours before the scheduled date and time of the use. Notice of cancellation must be provided in person, by email or fax:

In Person: Jessica Hoyne, Administrative Secretary
City Hall, 7505 South Holden Street, Midvale, Utah, 84047
Email: jhoyne@midvale.com
Phone: (801) 567-7228
Fax: (801)727-9110

- b. **By the City:** Notwithstanding any other provision of this Agreement, the Renter's right to use the Rental Space is subject to the City's absolute right to use the Rental Space to meet the normal and emergency operations and business needs of the City. While the City will make every effort to avoid canceling an event scheduled by the Renter, the City has the absolute right, at any time to cancel Renter's use of the Rental Space. If possible, the City will attempt to reschedule Renter's use of the Rental Space to another date and time within the same month that is acceptable to the Renter.

7. Reservations

For use of a conference room, **an application must be submitted a minimum of one week prior to the date, but no more than six months prior to the date.** Applications are handled on a first come first serve basis. An individual must be at least 18 years of age to sign an application for use. Community room reservation is dependent upon application approval. Applications must be delivered in person, mailed, or faxed to Jessica Hoyne at 7505 South Holden Street, Midvale, Utah, 84047. The application may be obtained at City Hall or on the City website at www.midvalecity.org. If the application is approved, a telephone, mail, or e-mail confirmation will be sent to the individual listed on the application.

8. Visitor Pass

A visitor's pass allowing access to the community room during the time indicated on the application will be issued once the application has been approved. The pass must be picked up in person at Midvale City Hall, 7505 South Holden Street, Midvale, UT 84047. **The pass may not be picked up more than one business day prior to the scheduled event. The visitor's pass will expire at the end of the reserved time and must be returned within one business day after the event. The visitor's pass must NOT be left in the community room. Renter agrees to pay a fee of \$25 if the visitor pass is lost.**

9. Care and Cleaning

Use of the community room constitutes the Renter's agreement that the room was clean, in good working order, and in satisfactory condition when the Renter took possession. Janitorial services are not provided. **The Renter is responsible for the care and cleaning of the Rental Space and the Equipment.** The Renter shall leave the Rental Space and the



Equipment in the same condition as they existed upon execution of this agreement. The Renter is responsible for the immediate replacement or repair of the Rental Space and/or Equipment damaged during the course and as a result of the Renter or the participants' use of the Rental Space and/or Equipment. **The Conference Room Condition Checklist form attached as Appendix A must be completed and returned to City Hall at the same time the visitor's pass is returned.**

10. Setup and Removal

The Renter is responsible for set-up of the Conference Room. Items may not be pinned or taped to wall structures. Supplies or materials may not be stored in the Conference Room or anywhere else on City property. If the Renter fails to properly clean and restore the Rental Space and/or Equipment to their original location and condition immediately after each use, the City may apply all or a portion of the security deposit, and impose such additional Rent, as is necessary to clean and/or restore the Rental Space and/or Equipment to their original location and condition.

11. Compliance with Federal, State and Local Laws, and the City's Rules

The Renter shall comply with, and shall ensure that the participants comply with, all Federal, State, and local laws, rules and ordinances.

12. Indemnification

The Renter shall indemnify the City and its officers, directors, agents, employees, volunteers, representatives, invitees, guests, and customers, and hold them harmless from any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses arising from the presence of the Renter and/or the participants in the Rental Space or any other City property, or arising from any use by the Renter and/or the participants of the Rental Space or any other City property.

13. Waiver

The Renter, for itself, and on behalf of the participants, fully and unconditionally waive the Renter and participants' individual and collective rights to recover from the City and/or its directors, officers, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively the "Releasees"), any liability, claim, injury, loss, damage, restitution, or compensation arising out of this Agreement or out of the Renter and/or the participants' use of the Rental Space, Equipment, or any other City real or personal property. The Releasees shall under no circumstances be liable for any liability claim without limitation, liability for death, personal injury, theft, damage to motor vehicles, loss of property, business interruption, lost profits, consequential damages and rights of subrogation.

14. Defense of Actions

If any claim, action or proceeding is brought against the City and/or its directors, officers, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns in any form whatsoever arising from any act of omission of the Renter or the participants, the Renter shall, at its sole cost and expense, defend the City by counsel of the City's choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative, or other forum.

**15. Miscellaneous**

This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any Agreement provision is held invalid or unenforceable, all other Agreement provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their legal representatives, successors, and assigns. This Agreement is not intended to, and shall not confer rights on any person or entity not named as a party to this Agreement. In any dispute arising from or relating to this Agreement the prevailing party shall be awarded its attorney's fees, costs, and expenses, including any attorney's fees, costs and expenses incurred in collecting upon any judgment, award or order. Utah law governs this Agreement. Jurisdiction and venue shall lie exclusively in the City or County Courts for Salt Lake County. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Midvale City, a political subdivision of the State of Utah

By: _____

Its: _____

Date: _____

Renter:

(Name)

By: _____

Title: _____

Date: _____



APPENDIX 'A'

Visitor's Pass

1. Renters may pick-up the visitor's pass up to one (1) business day prior to reservation date.
2. Renters will only be able to access the building during the reservation time. The Visitor's Pass will be activated 30 minutes prior to the reservation.
3. Visitor's Pass works as follows: To unlock the door, swipe the card at the electronic key pad on the south side of the main door. To lock the doors, swipe the card again.
4. The Visitor Pass must be returned to the City within one (1) business day after the reservation in order to be eligible for a refund of the security deposit. If the Visitor Pass is not returned within five (5) business days, your security deposit will be forfeited.

Security Deposit

1. In addition to the reservation fee, all renters will be required to leave a \$200 Security Deposit by VISA, MASTERCARD or DISCOVER Card only. This security deposit will be required when renters pick-up the Visitor's Pass.
2. The security deposit will be refunded upon return of the Visitor's Pass key card, provided the room is left in excellent condition after the reservation. If there is any damage to the facility, the deposit will be forfeited according to the fine schedule.
3. Renters will need to bring the credit card used for the security deposit back when returning the Visitor's Pass key card in order to refund the deposit to the account. The credit card information is not kept on file after the deposit is made.

Set-up

1. Renters are required to set-up and clean-up all equipment used.
2. Tables, chairs, microphone and sound system are provided. Any additional needs such as easels, projectors, etc. are not available.

CLEANING: please initial each task has been completed. In order to receive the security deposit back, this must be completed.

Renters are expected to clean-up the community room after use. All supplies needed are located in the closet and kitchen. Clean-up should include the following:

- _____ Wipe off countertops and tables.
- _____ Return all tables, chairs, microphone to closet – in same order as they were before the event.
- _____ Sweep floor area including bathrooms and kitchen.
- _____ Wet mop entire floor area if necessary. ***PLEASE USE HOT WATER ONLY***
- _____ Take out garbage and replace garbage bags.
- _____ Clean windows - including fingerprints, etc.
- _____ Secure **ALL** doors used during reservation.

*****It is your responsibility to make sure all outside doors are locked when you leave*****

For assistance during the reservation, please call
(801) 567-7228 before 5 pm on weekdays or (801) 580-7274 after 5 pm and on weekends.

**NOT PERMITTED:**

- NO CANDLES or open flames
- NO TAPE
- NO STAPLES or NAILS of any kind
- **NO ALCOHOL**
- **NO SMOKING**

Minimum Charges in Addition to Security Deposit:

- | | | |
|-----------------------------|----------------|------------------------------------|
| • Minimal Wall Damage | \$100 | Marks on the wall & paint chipping |
| • Leaving facility dirty | \$100 | Cleaning Charge |
| • Alcohol on the premises | \$200 | |
| • Major damage to facility | Cost of repair | |
| • Leaving building unsecure | \$100 | w/additional resulting damages. |
| • Lost Visitor Pass | \$25 | |

1. This permit should be with a responsible person at the facility during the reserved activity.
2. Reservation is for the above specified date and time only. **NO EXCEPTIONS!**
3. Midvale City is not responsible for the damage or loss of items left unattended.
4. Adult Chaperones are required for all youth activities. (1 adult to every 10 children)
5. Refund Policy:
 - 1) Refunds will only be given for reservations cancelled at least two (2) days prior to above reservation date. However, medical conditions or other special circumstances will be handled on an individual basis. \$10 of reservation fee is non-refundable to cover city administration costs.
 - 2) All persons requesting a refund must submit a written request to Midvale City in person stating the reason for the refund.
6. I acknowledge that I am authorized to represent the above-named organization and that my signature is binding upon the organization.
7. I agree on behalf of the above-named organization which I represent, for myself personally, to pay for any damage or repairs to Midvale City property caused by any of those invited to or participating in the above activity, and to save, keep and hold harmless Midvale City, it's officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorney fees, that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of the above activity which may be occasioned by any willful or negligent act or omissions of any officer, member of the organization, or any person attending the above event.
8. Failure to abide by above rules and regulations could result in immediate termination of reservation and denial of future reservations by the same party.

SIGNATURE OF RESPONSIBLE PERSON _____ DATE _____
(Must be 18 years or older)

SIGNATURE OF MIDVALE CITY EMPLOYEE _____ DATE _____