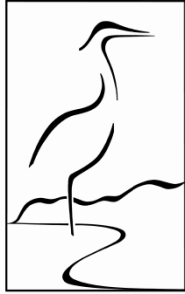


CITY OF



SARATOGA SPRINGS

### FACILITY USE AGREEMENT

RESERVATION REQUESTS ARE TENTATIVE UNTIL ALL REQUIREMENTS HAVE BEEN MET AND GIVEN FINAL APPROVAL.

Renter's Name/ Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Number Street City Zip

Telephone: Home \_\_\_\_\_ Cell \_\_\_\_\_

Name of person in charge of event: \_\_\_\_\_

Additional contact person: \_\_\_\_\_ Phone #: \_\_\_\_\_

#### EVENT INFORMATION:

Date of Event: \_\_\_\_\_ Day of Week: \_\_\_\_\_ Est. # Attend: \_\_\_\_\_

Nature of Event: \_\_\_\_\_

Time Rental Begins: \_\_\_\_\_ Ends: \_\_\_\_\_

**NOTE: The fire department training room will be available from 8:00 am and closing at 9:00 pm.** The room is available to registered 501(c)(3) non-profit organizations on a first come first serve basis. City reservations take priority. The room must be booked 14 days prior to the date requested. Please allow time for your set-up and clean-up; entry and exit time will depend on availability of the building. The building premises must be cleared and cleaned by 9:30pm, including the parking lot.

Expected attendance \_\_\_\_\_ (Maximum occupancy 50)

Is the event open to the public? Yes  No

Admission fee charged? Yes  No  (Must be pre-approved)

Purpose of the meeting: \_\_\_\_\_

NOTE: Facility Rental Use Conditions must be reviewed, initialed and signed by renter.

**CITY OF SARATOGA SPRINGS  
FACILITY AGREEMENT USE CONDITIONS**

All renters of City of Saratoga Springs facilities are required to read and sign this "Facility Agreement Use Conditions" as part of the rental. Please read carefully, initial at the bottom of the first two pages, and sign in the signature space provided at the end of this document. This document must be completed in conjunction with the "Facility Use Agreement".

**RESERVATIONS:**

1. All persons or organizations desirous of reserving City of Saratoga Springs facilities should make reservations for those facilities not less than two weeks in advance of the intended date of use as demand for facilities is high and dates fill quickly.
2. A facility will not be rented by the City to any person or organization until all the required items have been completed and approved by the City of Saratoga Springs. Required items are: completed "Facility Use Agreement Form", initialed and signed "Facility Agreement Use Conditions", receipt of rental fees, maintenance/security deposits, and anything else deemed necessary by the City of Saratoga Springs.
3. The person signing the rental application and/or the organization on whose behalf the rental is being made is responsible for compliance with all the conditions of use for the facility.
4. This rental agreement must be signed by a person who is at least twenty one (21) years of age.
5. Groups of individuals under the age of 21 must have an adult sponsoring attendance at their meeting at all times.
6. Children must be supervised by an adult at all times.
7. The person signing the contract is responsible for any theft of City property.
8. The renter shall be responsible for securing all required permits and shall present evidence of such permits to the City prior to the rental date.
9. Excessive noise or disruptions to the functions of the fire department are not permitted. Music and noise must be kept to a reasonable level, and in accordance with City's noise ordinance.
10. No pets allowed, except those for owned for the visually impaired.
11. Under no circumstances shall the applicant/renter and/or organization sublease or allow any organization or individual to use the facility during the time and on the date for which they have contracted.
12. The parking lot and outside lawn areas may not be used for activities.
13. Alcohol is not allowed on fire department property.

**FEES:**

14. At the time of reservation, a rental fee and deposit in accordance with the current fee schedule is due and payable along with the completed rental agreement. The City Manager has the authority to adjust the fees for special circumstances that would make the adopted fees inappropriate. The city must be in receipt of the balance of the fees before the facility is considered rented.
15. Any person or agency holding a reservation for the use of City facilities and desiring to cancel such reservation shall be subject to the withholding of a portion of or the entire rental fee for the facility unless the reservation is canceled at least 48 hours before the rental is to begin.
16. In the event that the facility is left damaged the applicant/renter and/or organization understands that they shall be charged for any and all janitorial and/or repair fees incurred by the City as a result of same and these fees shall be billed to the applicant/renter and/or organization. The City of Saratoga Springs may apply deposits

toward cancellations, additional rental fees, or costs incurred due to cleaning or repair of the facility. Please allow 4 to 6 weeks to process your refundable deposit.

**SET UP/CLEAN UP/DECORATIONS:**

17. Renters, including caterers, bands, delivery of rental equipment, etc. will not be permitted access to the facility prior to the scheduled rental period. It is the renter's responsibility to arrange to let caterers and other vendors into the facility. Please keep this in mind when requesting entry time/exit time to facility.
18. There will be no decorating of facilities prior to the time facility is scheduled to be rented, unless renter also provides rental fees, maintenance/cleaning deposits, and insurance for the time of the decorating
19. The applicant is responsible for any and all damage to the facility and/or its contents caused during use. In the event damage occurs or excessive cleaning is necessary, the renter understands that they shall be charged for any and all janitorial and/or replacement fees incurred by the City as a result. The facility must be left in an orderly condition.
20. All decorations must be fireproof/fire retardant.
21. Exits must remain clear at all times and not exceed maximum occupancy of 50.
22. Users must remove all decorations and tape from tables, walls, windows, wood work and fixtures prior to leaving the building.
23. Users are subject to a charge for decorations that have not been removed from the facility within the time frame stated in this contract.
24. The following is a list of decoration items that are not useable in City Facilities

Items Not Allowed Include:

- thumbtacks
  - nails
  - any device used to hang decorations that would leave a hole
  - candles
  - burning fuel or open flame of any type
  - no decorations shall be placed on or hung from light fixtures of any facility
  - glitter or confetti
25. Things to Consider:
    - When colored crepe paper (i.e. streamers) gets wet, it can stain whatever surface it sits on. If crepe paper from your event damages any item belonging to the City, you will be charged the cost of replacing or fixing the item.
    - Using any decoration items that are not permitted may result in a fine; if the item causes damages, you will be responsible for the cost of replacing or fixing the item at the City's discretion.

**EQUIPMENT/ACCESSORIES:**

26. Chairs and tables are not to be taken outside of the facilities for any reason without written prior approval of the City.
27. Property belonging to the City shall not be removed, relocated or loaned out to anyone.
28. Onsite use of tables and chairs are included in the rental fee and are supplied by the City. The City does not rent additional chairs and tables. If the number of tables and/or chairs provided or the size and/or type of chairs and/or tables provided does not suit the needs of the renter, then the renter is responsible for securing additional chairs and/or tables and the return of those items.

29. Any use of the audio, visual or computer equipment is prohibited.

**MISCELLANEOUS:**

- 30. City is not responsible for any items, equipment, belongings, etc. of renter's in facility.
- 31. NO smoking is allowed inside any City facility or accordance with the Utah Clean Air Act.

**INDEMNIFICATION:**

- 32. Any organization or individual/applicant reporting false information or failing to abide by the rules and regulations pertaining to use will be refused further use of City facilities and shall forfeit a portion of or all of the rental fee and/or the security deposit. If damage exceeds the deposit fee, the applicant shall be responsible for all costs and will be billed by the City for any costs incurred at the City's discretion.
- 33. The applicant agrees to indemnify, defend and hold harmless the City of Saratoga Springs, its agents, officers, and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, actions or damages including liability for injuries to any person or persons or damage to property or third persons arising out of or any way connected with the applicant's rental and use of the City's facilities.
- 34. All conditions contained herein shall also apply to all groups, clubs, service organizations, including those receiving a waiver of fees, and any and all individuals.
- 35. The undersigned has read and understands the conditions contained herein and made part of the rental agreement, and agrees to all of the aforementioned rules, regulations, and conditions of use for Saratoga Springs City Facilities.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Applicant/Organization's Representative)

\_\_\_\_\_  
Print Name

**Proposed Prioritization of Fire Department Training Room Rental**

1. City functions or sponsored events (these events or functions can bump reservations with 48 hours notice)
2. Youth programs sponsored or sanctioned events by the City.
3. Non Profit 501(C) (3) with current State tax identification number (within Saratoga Springs City).
4. Recovery or substance abuse programs.
5. Home Owners Association's located within the City boundaries.

**No City building shall be used for partisan, political parties or religious groups.**