NON-EXCLUSIVE LICENSE AGREEMENT FOR THE CITY OF SARATOGA SPRINGS FACILITIES

This Non-Exclusive License Agreement (hereinafter "Agreement") is made by and between the **CITY OF SARATOGA SPRINGS,** a political subdivision of the State of Utah (hereinafter "City"), and _____ (hereinafter "Licensee") in contemplation of the following:

A. The City owns and operates the property and/or facility commonly known as: _____ as well as the associated structures, equipment, etc. (hereinafter "Facility").

B. The Licensee desires to use the said Facility for a proposed activity.

C. The type and nature of the Licensee's proposed activity have previously been reviewed by the appropriate City representatives and found to be an appropriate and acceptable activity for the venue. A brief description of the proposed activity is as follows (use additional sheets if necessary):
_____
_____
_____

D. The City is willing to permit the Licensee to use the Facility upon the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and the mutual benefit that will accrue to the parties pursuant hereto, the parties agree as follows:

Initials*

_____ 1. Grant of Non-Exclusive License to the Licensee. Subject to all other terms and conditions of this Agreement, City hereby grants to Licensee a non-exclusive, revocable license to use the following facilities, property, and equipment:
_____
_____
_____

_____ 2. Schedule of Authorized Use. This License is authorized to Licensee for the following dates and hours:_____
_____. Access to the Facility at any time other than stated in this Agreement is prohibited, unless prior approval is received from Saratoga Springs.

_____ 3. Authorized Use. The authorized use of the Facility shall be strictly limited to the description of Licensee's proposed activity, as set forth above, and is solely for the benefit of Licensee, Licensee personnel, and guests. The Licensee shall provide its own supervision of Licensee personnel and guests while using the Facility.

_____ 4. Authorized Representative. The individual signing this Agreement is designated as Licensee's Authorized Representative, who shall schedule all activities and, who must, as a condition of use: accept responsibility for the event; assure that the Facility is used for the purpose for which it is

* By initializing, I certify that I have read and understood each paragraph and agree to be bound by the terms and conditions stated. Failure to do so shall result in denial of my use of City facilities and nullification of this Agreement.

scheduled; reimburse the City for damage to the Facility, including excessive clean-up costs that may occur in connection with the event; assure payment in full of all charges; and ensure that all promotion and advertising of events involving the Facility properly identify the individual or group sponsor of the event.

_____ 5. Fees. A non-refundable booking fee in the amount of $_____ must be paid when the event is scheduled. Reservations are not confirmed until a completed Agreement is approved and the booking fee is received. The booking fee will apply towards the rental fee. The rental fee for this event is $_____ with a security deposit of $_____. Rental fee and security deposit are due ____ days prior to the scheduled event. Failure to pay rental fee and deposit ____ days prior to event will result in automatic cancellation. In the event of termination or cancellation, fees will be refunded (less booking fee) if notice is received by the other party ____ days prior to event. In the event Licensee terminates or cancels and notice is not received ____ days prior to event, the booking fee and security deposit will be non-refundable; City reserves the right to retain the rental fee if a suitable replacement renter cannot be found for the same date and time. If Licensee must re-schedule the event, Licensee shall pay an additional booking fee. If City terminates or cancels for cause, as specified in paragraph 19, City will refund booking fee, deposit, and rental fee; however, Licensee shall have no cause of action at law or equity for any damages suffered as a result of termination or cancellation. The deposit may be refunded within ____ days after use of the Facility depending on satisfactory restoration of the Facility to its original condition before use, except reasonable wear and tear. City reserves the right to withhold all or part of the deposit.

_____ 6. Resolution of Scheduling Conflicts. In the event the license schedule set forth above conflicts with the use of the Facility by City personnel, any such conflict shall, at the City's discretion, be resolved in favor of the City. In the event such a conflict is resolved in favor of the City, the City shall refund to the Licensee all fees set forth in paragraph 5 above. Notwithstanding the foregoing, the City agrees to use reasonable efforts to make the Facility available to the Licensee during the contemplated times and to make reasonable efforts to avoid scheduling conflicting activities after the times for Licensee use have been established. Licensee agrees that it shall have no cause of action at law or equity for any damages suffered as a result of termination or cancellation because of a scheduling conflict.

_____ 7. No Property Right. The license granted herein constitutes temporary permission for the Licensee to use the Facility subject to the terms and conditions imposed by this Agreement. Neither the grant nor the use of the license herein is intended to nor shall convey any form of easement or other interest in any property and no use shall ripen into any easement or other property right regardless of the duration of such use.

_____ 8. No Warranties; Inspection and Acceptance of Existing Hazards**.** The City has not made and does not make any express or implied warranty as to the Facility, nor does it make any warranty of its use for any particular purpose. Licensee acknowledges that it has been afforded an opportunity to inspect the Facility and, based upon such inspection, hereby accepts the Facility in its existing condition, subject to all existing hazards to person or property, whether natural or manmade. Based on such acknowledgment and acceptance, Licensee does hereby release and forever discharge City and its officers and employees from any and all liability, claims, damages, causes of action, or expenses related to the condition of the Facility, except for liability, claims, damages, causes of action, or expenses resulting from City's sole negligence.

_____ 9. Personal Rights Not Assignable. The license granted herein is personal to the Licensee alone and cannot be assigned to any other. Additionally, any responsibilities imposed on the Licensee may not be delegated without consent of the City.

_____ 10. Standards of Use and Conduct. The Licensee and the Licensee's personnel shall use the Facility in strict compliance with all applicable laws, ordinances, rules, and regulations. **No person shall possess, use, or consume any alcohol or illegal drug on any of the premises associated with the Facility.** The City, City Manager, Facility manager, or authorized City employee may require additional rules specific to the nature of the activity or to the Facility. Breach of such rules shall constitute breach of this Agreement. Such rules are (***if applicable***):

____ specified in Exhibit(s) _____, attached hereto and incorporated herein by this reference;

- or -

____ described as follows:_____
_____
_____.

_____ 11. Sponsorship; Supervision; Crowd Control; Dangerous Activities; Lost or Stolen Items. The Licensee acknowledges that the City is not a sponsor of the Licensee's activities on the property. The Licensee shall be exclusively responsible for the supervision of the activities of Licensee personnel while on the property and immediately remedy any matter involving Licensee personnel or guests. Licensee is responsible for crowd control, personal safety, and building security. Licensee shall make arrangements to have the City Police Department provide crowd control services and Licensee shall bear all related costs (if arrangements are not made 15 days in advance, City reserves the right to cancel event without notice and retain booking fee and security deposit). The City shall have no duty whatsoever to supervise Licensee personnel or guests. **Licensee shall obtain Waiver of Liability forms from all participants prior to participation in activities involving significant risk to life, limb, or safety releasing City from all claims and causes of action.** City assumes no responsibility for lost or stolen items.

_____ 12. Snow Removal. Licensee shall, at its own expense, arrange for snow removal from customary access routes to and from the Facility if such is necessary on the days that it uses the Facility.

_____ 13. Parking. All vehicles, trailers, RVs, and campers must be parked in designated stalls. No vehicles may be parked within 75 feet of any building, pavilion, or tent, or in roadways surrounding such, in order for emergency personnel to have emergency access at all times. RV/Camper parking may be provided at the Facility for an additional Parking Fee for each unit. In such case, fees must be paid for all RVs/campers, even if self-contained. Electricity and water hookups may be provided with each RV/Camper space. No sewer hookups, or other amenities, are provided for individual RVs or campers.

_____ 14. Food and Beverage Concessions. Licensee shall obtain the necessary Saratoga Springs Food and/or Beverage Concession Agreements from all food, beverage, and concession vendors. Licensee is to submit the signed agreements ____ days prior to any event. Agreement Forms are available from the applicable Facility manager or City Manager.

_____ 15. Arrival and Departure. If Licensee is a non-commercial user, Licensee may be provided free of charge, at City's sole discretion, access to the Facility one day in advance for set-up, decorating, etc., provided that no other event is scheduled for that date and time. If additional days are required, Licensee shall be charged for each additional day. If Licensee is a commercial user, Licensee must pay for any additional time for set-up, decorating, etc. On the day of the event, Licensee shall arrive no earlier than _____ and shall ensure that all event participants leave the Facility no later than 12:00 midnight. The applicable Facility manager or City official may require an additional fee for early arrivals and shall determine how long Licensee may remain on

Facility premises to conclude clean-up and perform administrative duties after event participants have left.

_____ 16. Indemnification. In consideration of occupying City premises and utilizing the Facility, Licensee hereby agrees, to the extent allowed by law, to release, waive, discharge, indemnify, and hold harmless City, its elected officials, employees, agents, and assigns, from and against any and all claims, damages, losses, injuries, and expenses, including costs and attorney fees, whether in law or equity, arising out of or attributable to the activities of Licensee and the performance of this Agreement. This assumption of risk, release of liability, and indemnification agreement is intended to be as broad and inclusive as allowed by law. If any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Nothing contained herein shall be construed to limit any protections, immunities, or limits on liability provided City under the State's constitution or statutes, including, without limitation, the Governmental Immunity Act of Utah, *Utah Code Ann*. § 63G-7-101 *et seq*., as amended.

_____ 17. Damage to Property. The Licensee shall neither commit nor allow waste or damage to be committed upon the Facility. In the event the Facility is damaged in any way while under the control of the Licensee, the Licensee agrees to pay the reasonable costs of repair or replacement as necessary including reimbursement to City for reasonable value of in-house repair work. Drilling of holes or stakes is strictly prohibited without the direct supervision of buildings and grounds personnel. Stakes are not allowed to be used on asphalt parking areas.

_____ 18. Insurance. The Licensee shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility, insuring both City and Licensee against all liabilities for accidents in connection with Licensee's use of the Facility, and shall furnish to City certificates evidencing such insurance and naming Saratoga Springs as an additional insured:

Comprehensive Public Liability Insurance:	$1,000,000.00 per person $10,000,000.00 per accident
Comprehensive Public Damage Insurance:	$5,000,000.00 per accident

The City Manager may require additional insurance or may waive part or all of the requirements for insurance if satisfied that adequate safeguards exist in any particular situation.

_____ 19. Termination, Right to Refuse Reservations. Either party may terminate this Agreement without cause by providing written notice at least ___ days in advance of the date of the event. In all cases, City may, without penalty, terminate this Agreement in fewer days, cancel reservations, or refuse reservations if City has reason to believe the event for which the Facility is rented will or may likely violate any local, state, or federal law. City reserves the right to terminate this Agreement, cancel reservations, or refuse reservations for any person or organization which it deems, in its sole discretion, to be detrimental to the health, safety, and welfare of City citizens.

_____ 20. Notices. Unless otherwise specifically provided, any notice or other communication required or permitted by this Agreement or law to either party shall be deemed validly given or made only if in writing and delivered as provided herein to an officer or duly authorized representative of the party for whom the notice or communication is intended. Such delivery shall be by hand delivery, private commercial delivery, courier service delivery, or delivery via the United States mail, duly certified or registered (return receipt requested), postage prepaid. Notice may also be given by facsimile transmission ("Fax") marked "**RUSH - PLEASE DELIVER IMMEDIATELY**" to any party, provided that receipt of such transmission shall be followed up within seventy-two (72) hours by one of the other methods authorized herein. The notice or communication shall be deemed properly addressed if addressed as follows:

If to Licensee:	If to City:
_____	_____
_____	_____
_____	_____
Fax: _____	Fax: _____

Any party may, from time to time, by written notice to the other as provided above, designate a different address and/or Fax number which shall be substituted for that specified above.

_____ 21. Attorneys' Fees. In the event City institutes an action or proceeding for the failure of Licensee to perform its obligations in this Agreement, Licensee shall pay to City reasonable attorney fees, as determined by the average hourly rate of a local attorney with the same level of expertise and experience, and costs and expenses incurred in such action or proceeding.

_____ 22. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any third party beneficiary of any provision of this Agreement. No such benefit to any party is intended and is hereby specifically disclaimed.

_____ 23. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior agreements, representations, or understandings between them relating to the subject matter thereof. All preceding agreements relating to the subject matter hereof, whether written or oral, are hereby merged into this Agreement.

_____ 24. Severability. If any provision of this Agreement, or any application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

_____ 25. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute only one and the same instrument.

_____ 26. Amendment. The provisions of this Agreement may be amended or waived only by a written instrument signed by both parties.

In Witness Whereof, City and Licensee have caused this Agreement to be executed hereunder by their respective officers having specific authority to enter into this Agreement and to bind respectively City and Licensee.

For Saratoga Springs:	For Licensee:
_____	_____
Mark Christensen Saratoga Springs City Manager	Name:_____ Title:_____