

ROY WATER CONSERVANCY DISTRICT
THOMPSON GARDENS SCHEDULING AND RENTAL AGEEMENT
5440 South Freeway Park Drive
Riverdale, UT 84405
(801) 825-9744

DATE: _____

All events at Thompson Gardens must be scheduled and the following Agreement executed as a condition to approval and use. Events shall be scheduled on a first-come, first-served basis at the office of Roy Water Conservancy District, during normal business hours, 8:00 a.m. to 5:00 p.m. The maximum number of guests or participants that can be accommodated is 200 people. Events may be scheduled up to one (1) year in advance. A damage and cleaning deposit is required to be paid at the time of making the reservation as a condition to the reservation being made. The full amount of the rental payment due hereunder is required to be paid twenty (20) days prior to the event.

TYPE OF EVENT: _____ (the "Event")

DATE OF EVENT: _____

NUMBER OF GUESTS / PARTICIPANTS: _____

RESPONSIBLE ENTITY (If Applicable): _____

RESPONSIBLE PERSON (Acting in his own behalf or as the authorized agent of the above Responsible Entity):

☛ **Name** (print): _____

☛ **Address:** _____

☛ **Home Phone:** _____ ☛ **Cell Phone:** _____

EVENT DATE(S) & TIME(S): (Two hour minimum reservation required.)

☛ **Start Time:** _____ am / pm

☛ **End Time:** _____ am / pm (Clean and leave no later than 12:00 midnight)

FEES/ DAMAGE AND CLEANING DEPOSIT:

☛ **Thompson Gardens Rental**

☛ **Parties: 1-50**.....\$20.00 per hour x _____ hours = \$ _____

☛ **Parties: 51-200 max.**\$40.00 per hour x _____ hours = \$ _____

☛ **Damage/Cleaning Deposit**..... \$ 250.00

(Paid with a separate check, refundable per agreement below)

☛ **TOTAL AMOUNT DUE:**..... \$ _____

☛ **Make checks payable to Roy Water Conservancy District, payable at the above address.** ☛

☛ FOR OFFICE USE ONLY ☛			
Date Fees Paid: _____	Check # _____		
Date Deposit Paid: _____	Check # _____	Date Deposit Returned: _____	

AGREEMENT TERMS AND CONDITIONS OF USE

THE UNDERSIGNED Responsible Person, identified above, acting in his own capacity or, as the case may be, in his representative capacity as the authorized agent of the Responsible Entity, agrees to the following terms and conditions pertaining to the use of the Premises:

1. RENTAL OF THE PREMISES. The District hereby agrees to rent the Premises to the Responsible Person for the Event on the dates and during the time of occupancy of the Premises set forth above, subject to and in conformance with the following terms and conditions.

2. PAYMENT DAMAGE DEPOSIT AND RENT. As consideration for the rental of the Premises as provided herein, the Responsible Person agrees to pay the required Damage and Cleaning Deposit and the Rental Fee, as set forth on Page 1 hereof. If: (i) the Event exceeds the occupancy time described above, (ii) the Premises is damaged during the Event, (iii) the Premises is not suitably cleaned and all trash appropriately disposed-of, and/or (iv) there is a failure to comply with any of the terms and conditions set forth herein, all as determined in the sole discretion of the District, then the Responsible Person hereby expressly agrees that the Damage and Cleaning Deposit shall be forfeited to the District, in whole or in part as determined by the District, and the forfeited sum shall be retained by the District as compensation for the late closing of the Premises, to offset its costs of repairing the damage and/or cleaning the Premises, and/or failure of compliance with the terms and conditions hereof, as the case may be.

3. CANCELLATION AND ENFORCEMENT.

(a) It is the obligation of the Responsible Person to inform the District if the Event is to be cancelled. The Rental Fee shall be forfeited to the District if the Event is canceled with less than 48 hours' notice, unless the cancellation is due to weather conditions or emergency.

(b) In situations where the terms and conditions of this Agreement are violated, the District reserves the right, in its sole discretion, to immediately terminate the Event, close the Premises, instruct all guests to forthwith leave the Premises, and take such other and appropriate action as shall be necessary in the enforcement of the terms and conditions hereof.

4. PROHIBITIONS PERTAINING TO USE OF THE PREMISES.

(a) All guests and other persons attending or participating in the Event shall comply with all District, municipal, state and federal laws, while the Premises is being occupied and used for the Event.

(b) The following are strictly prohibited in connection with the occupancy and use of the Premises and parking lots serving the Premises:

- (a) The use of any alcoholic beverage, illegal drug or other illegal substance
- (b) Smoking, including e-cigarettes, and the use of smokeless tobacco
- (c) The use of skateboards, roller blades, and bicycles
- (d) Playing sports, including volleyball, baseball, soccer, football, Frisbee, etc.
- (e) Bringing pets or other animals onto the premises, except service animals
- (f) Using motorized vehicles outside the parking lots, except vehicles for the disabled

(c) Any decorations requiring the installation of wires, hangers, nails or any other type of attachment to the walls of the Premises must first be approved by the District.

(d) Great care and cost go into planting, maintaining and caring for the Premises, including the surrounding gardens and ponds. All guests are to be instructed to stay on the sidewalks and grassy areas only. Flowers are not to be picked. Children must not be allowed to play on rocks and in the flower beds. Nothing is to be thrown into the ponds.

5. RESPONSIBILITY. The undersigned Responsible Person, who must be 18 years of age or older, acknowledges that he is responsible for the orderly and lawful conduct of the guests and other persons attending or participating in the Event, and that he shall be responsible to properly supervise, chaperone, and regulate the use of the Premises in order to protect any guest or other person attending the Event during the time of the occupancy of the Premises. In the event of any damage to the Premises and/or District equipment and furnishing therein, the Responsible Person, or the entity the Responsible Person represents, shall be fully liable therefore. The Responsible Person acknowledges, understands and agrees that he, and if the Responsible Person is acting in a representative capacity in behalf of another entity, then said

entity, and not the District, shall be responsible for any and all accidents, injuries, damages and losses arising out of the Event, except for such accidents, injuries, damages and losses arising out of the sole gross negligence of the District.

6. RELEASE AND INDEMNITY. The Responsible Person, or if the Responsible Person is acting in a representative capacity, then the entity represented, hereby releases the District and agrees to indemnify and hold the District, and its trustees, officers, agents and employees and their respective successors and assigns (collectively, the "Indemnitees"), harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees and court costs) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "Claims") arising from or relating to: (i) the entry of any guest or other person onto the Premises in connection with the Event, (ii) any act or omission of the District or its agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving any guest or other person attending and/or participating in the Event, (iv) the failure of the District to maintain the Premises in a safe condition, and (v) any loss or theft whatsoever of any property or anything placed or stored on the Premises by any guest or other person attending and/or participating in the Event; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by the gross negligence or willful misconduct of the Indemnitees. The terms and conditions of this provision shall remain effective, notwithstanding the termination of the Event, so long as the Claim for which the indemnification is needed arose during, out of or in connection with the Event.

7. CONSTRUCTION. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neutral gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

8. WARRANTY OF AUTHORITY. In the event the undersigned Responsible Person is acting in behalf of an entity, the Responsible Person hereby warrants that he has the requisite authority to execute this Agreement on behalf of said entity and that said entity agrees to be and is bound hereby.

I hereby represent that I have read, fully understand, and agree with the foregoing terms and conditions pertaining to the use and occupancy of the Premises for the Event stated herein, and agree to be responsible for complying with all terms and conditions set forth in this Agreement and/or seeing that the same are complied with, and that all fees and charges due and owing hereunder are promptly paid when due.

Printed Name: _____

Signature: _____

RECEIVED AND APPROVED:

Roy Water Conservancy District

By: _____