



Salt Lake County
Senior Center Rental Application

Renter Contact Information

Primary Contact Name: Bill Stockdale Title (if applicable): Boutique Chairperson
 Alternate Contact Name: Anne McKane Title (if applicable): Prresident
 Organization: Friends of Millcreek Senior Center Non-Profit/Government Entity Yes No
 501(C)(3)# _____
 Address: 2266 E Evergreen Ave City: Millcreek Zip Code: 84109
 Primary Phone: 801-554-8170 Secondary Phone: 206-371-5814
 Primary Email: bstockdale@msn.com Secondary Email: mckaneann@gmail.com

Event Details

Event Activity/Name: 2024 Fall Boutique
 Date(s): October 21, 2023 (alternate October 14, 2023)
 Estimate number of attendees: 300 Liability Insurance Company: n/a
 Proof Provided _____ (staff initials)
 Set Up Time: 4 pm 10/20 to 6 pm 10/20 Event Time: 7:30 am to 3 pm Clean Up Time: 3 pm to 5 pm

Rented Areas

Area 1	Area 2	Area 3	Extras
Room: <u>Cafe</u>	Room: _____	Room: _____	Item: _____
Rate: \$ <u>130</u>	Rate: \$ _____	Rate: \$ _____	Rate: \$ _____
Total Hours: <u>9.5</u>	Total Hours: _____	Total Hours: _____	Item: _____
Room Cost: \$ <u>1235</u>	Room Cost: \$ <u>0</u>	Room Cost: \$ <u>0</u>	Rate: \$ _____

Total Rental Cost: \$ 1235
 Cleaning/Damage Deposit: + \$150
TOTAL COST: \$ 1385

Full Balance Due Date
(7 Days Before Rental)

Payment Tracking

Rental Deposit	Payment 1	Payment 2	Deposit Refund
Date: _____	Date: _____	Date: _____	Date: _____
Amount: _____	Amount: _____	Amount: _____	Cleaning/Damage Fee: _____
Balance Due: _____	Balance Due: _____	Balance Due: _____	Amount Refunded: _____



Senior Center Rental Agreement

THIS AGREEMENT, dated this 14th day of July 20 23, is entered into between Salt Lake County on behalf of its Millcreek Senior Center (hereafter referred to as **CENTER**), located at 2266 E Evergreen Ave and Millcreek Senior Center Advisory Committee, Inc (hereafter referred to as **RENTER**). **CENTER** and **RENTER** may be jointly referred to as the "Parties." **CENTER** hereby rents to **RENTER** and its bona fide guests, members, and invitees, the use of **CENTER's** facilities, subject to all provisions and conditions set forth below. **Rentals will not be scheduled within seven (7) days of date of the event.**

CONDITIONS OF CONTRACT

1. **RENTER** agrees to pay **CENTER** \$ 1235 for the use of the Rented Areas as described in **RENTER's** Senior Center Rental Application, hereby incorporated by reference into this Agreement.
2. Fees are charged on an hourly basis for the total time used; including set-up and clean-up time. **RENTER** is allowed a 10 minute grace period if other groups are not scheduled for the same room. Any extra use beyond this will be charged at double the contracted hourly rate in half-hour increments. All events must be concluded by _____, including clean up time. If **RENTER** is still in the space after that time, **RENTER** will be charged \$ _____ per every half-hour.
3. A rental deposit of \$75.00 is required to guarantee a reservation. This deposit will be applied towards the rental fee. Any remaining fees that are due must be paid seven (7) calendar days in advance of the scheduled rental or the rental will be cancelled.
4. A damage/cleaning deposit of \$150 is required seven (7) calendar days before the event. A full refund of this deposit will be issued if no damage is discovered on the Premises and no additional cleaning is deemed necessary by **CENTER** staff. Deposits will be refunded by check to the address provided at the time of reservation. This process can take up to six (6) weeks. **RENTER** assumes liability for damage to County property, fixtures, and equipment caused by **RENTER**, its members, guests, and invitees.
 - a. Inspections are conducted by the **CENTER** staff of areas used by the **RENTER** at the conclusion of the event.
5. **RENTER** assumes full and exclusive responsibility for:
 - a. The property and safety of **RENTER**, its members, invitees, and any member of the public in attendance at any event or activity put on by **RENTER**. **RENTER** assumes all risks of events and activities; **CENTER** assumes none thereof. **CENTER** shall not be responsible for losses by **RENTER**, its agents, employees, members, guests, or invitees occasioned by theft of disappearance of equipment or other personal property.
 - b. **RENTER** shall be held financially responsible for any damage to **CENTER** property, fixtures and equipment which occurs during the time **RENTER** occupies the space described in the box above. **RENTER** shall also be held financially responsible for any items missing from the space **RENTER** uses pursuant to this agreement. The actual cost of repair and/or cleaning shall be paid by **RENTER** immediately upon receipt of an invoice from **CENTER**.
6. **RENTER** will cleanup all areas used. Areas must be returned to the conditions and order they were in before scheduled use. Cleaning includes, but is not limited to: removal of decorations, returning tables and chairs to their original location, sweeping, spot cleaning, emptying garbage can, and mopping floor (if deemed necessary by the **CENTER** staff present at time of rental). All litter, trash, and garbage must be deposited in the dumpsters outside the building. All spills must be wiped up immediately. The **CENTER** is not responsible for any equipment, supplies, or other property left on the premises.
 - a. Failure of **RENTER** to clean area used will result in discretionary deduction of \$150 cleaning/damage deposit. **CENTER** will deduct up to \$50.00 per hour for staff time spent cleaning as a result of rental.
7. No nails, pins, staples, tape, glue or other device that will leave holes or mar the building are allowed.
8. **CENTER** retains the right to determine the appropriate number of building attendants, other personnel necessary to properly serve the public at **RENTER** expense.
 - a) The **RENTER** is required to designate one adult per 50 people to supervise in each room of area used.
 - b) The **RENTER** is required to give the name of individual signing contract to the on-duty building attendant so the person responsible is identified.
 - c) If the **CENTER** feels it is necessary the **RENTER** shall provide licensed security staff and medical coverage.
 - i. The **RENTER** will provide one security officer for every 100 participants
 - ii. The **RENTER** will provide evidence of proper security coverage to **CENTER** seven (7) calendar days in advance of the rental.
9. Individual signing this contract will be held personally responsible for behavior of all those in their activity, to see that they abide

with all **CENTER** policies, local and state laws; and they will take action to correct any problems which arise. If problems persist, **CENTER** personnel will take steps to correct the problem, including notifying the police and/or terminating the event in progress. **CENTER** reserves the right to interrupt or cancel an event if **RENTER**, its members, guests, spectators or invitees are in violation of **CENTER**'s policies or local or state laws or if **RENTER**'S event is not conducted as stated in the Agreement. Such interruption or termination shall result in loss of fess paid by **RENTER**.

10. **RENTER** agrees to notify its members and invitees that access to County facilities under this agreement is limited to the rented space and public restrooms only, and that access or use of other portions of the **CENTER** requires the payment of an additional fee. **RENTER** shall not, and agrees to supervise its members and invitees to ensure they do not, interfere with programing or events at the **CENTER**.
11. Time or space may not be altered, modified or cancelled without prior written consent of **CENTER**. **RENTER** must properly notify **CENTER** at least seven (7) calendar days prior to its scheduled time in order to cancel its reserved time. If **RENTER** fails to properly notify **CENTER** of **RENTER**'S intent to cancel its time, **RENTER** shall be liable for the scheduled time at full rental rates.
 - a) If the **RENTER** and its party fails to appear, the **RENTER**'S cleaning/damage deposit will be forfeited as well.
 - b) If **RENTER** cancels reservation seven (7) calendar days prior to the rental, **CENTER** will refund cleaning/damage deposit and rental cost that has been paid. The \$75.00 rental deposit will not be refunded.
 - c) Repeat **RENTERS** who pay in advance must give at least two (2) calendar days' notice to receive credit for future use.
12. Should conflicts arise between **RENTER**'S scheduled times and the public or other users of the facility, **CENTER** reserves the right to change the schedule in the best interest of the public and the facility. In this event, every effort will be made to make an arrangement that is mutually agreeable to both **RENTER** and **CENTER**, and a proportionate credit or refund to **RENTER** will be issued if applicable. If maintenance problems occur in **CENTER** facilities **RENTER**'S time may be cancelled with no prior notice due, however **CENTER** will attempt to give **RENTER** as much notice of cancellation as reasonably possible.
13. **Liability:**
 - A. **RENTER** agrees to conduct its activities that it is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, members, guests, invitees, officials, or employees.
 - B. **RENTER** agrees to indemnify, hold harmless and defend and release Salt Lake County, its agents, officials, and employees from and against any and all suits, claims, and proceedings for loss, damages, injury or liability, arising out of the performance of this contract or for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, members, guests, invitees or employees.
 - C. Salt Lake County is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 ("the Act"). Both parties agree that the Salt Lake County maintains all privileges, immunities, and other rights granted by the Act and all other applicable law and does not waive any defenses or limits of liability otherwise available under the Act and all other applicable law.
 - D. **RENTER** assumes all risk of loss in the event this Rental Agreement is terminated. In no event shall County be liable for any costs or attorney fees expended by the **RENTER** in enforcing his or her rights under this Rental Agreement. The **RENTER** agrees that **County** shall not be liable for indirect, incidental, or consequential damages, regardless of the form of action, nor shall it be liable for exemplary damages or lost revenue.
 - E. **RENTER** is responsible to inspect the facilities or areas it rents prior to each use to ensure safe conditions. Any unsafe conditions shall be reported to **CENTER** staff immediately, and the areas or facilities should not be used until further notice. **RENTER** is liable and will defend and indemnify **CENTER** for any damage or injury caused by a deficiency or problem that should have been discovered and reported during inspection but was not reported.
 - F. **RENTER** may be required, in **CENTER**'s sole discretion, to acquire a public liability or special event insurance policy in an amount determined by **CENTER** in which Salt Lake County is named as an additional insured party.. If so required, prior to utilizing **CENTER**, **RENTER** shall furnish County with acceptable certificates of insurance.
14. **RENTER** agrees not to sell, distribute or solicit the sale or distribution of any material, equipment or product whatsoever, in or about the facility, without prior written consent of **CENTER**.
15. **RENTER** will not conduct or promote any activities or advertise any special or particular event to be conducted at the **CENTER**, without **CENTER**'S prior written consent.
16. **RENTER** is not authorized to use any of **CENTER**'S business equipment, materials, kitchen or office furniture. Upon request, **RENTER** will be allowed to use of the following **CENTER** equipment:
 - a. Current folding tables and current folding chairs and adequate space to set them up. Tables: all Chairs: as needed
 - b. Podium and Audiovisual System for a fee of \$10.00
17. **RENTER** agrees to instruct its members and guests to enter the building through the designated entrance(s).
18. **RENTER** agrees that it will not broker, sublease or sublet its reserved times.
19. **RENTER** shall not prepare food at the **CENTER**, and shall not store food or beverage in the **CENTER**'s refrigerators, freezers, or kitchen storage areas.
20. Smoking, chewing tobacco, and alcoholic beverages are not permitted in the facility or on the premises.

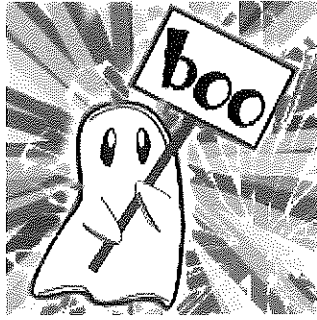
21. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
22. Standard Form: **Any alteration of the standard form language without approval of the attorney shall render this agreement void and without effect. Any changes to this agreement must be pre-approved as to form by the District Attorney's Office.**
23. This Agreement is governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

Authorized Center Manager _____ Date _____
For Salt Lake County

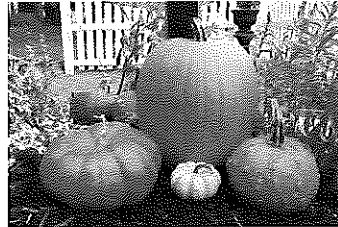
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RENTER, Authorized Agent Date

Ghosts,

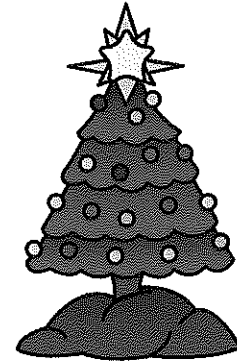


Gourds,



and a

Christmas Sneak Peek



Fall Boutique

Millcreek Community Center
2266 East Evergreen Ave

Sat, Oct 21th 9 to 3

Over 35 vendors: homemade, crafts, art, costumes

Plan on it!

Sponsored by



