

Rental Permit



Contact Person: _____

Phone: _____ Email: _____

Address: _____

Payments Received: _____

*Make checks payable to Jordanelle State Park, S.R. 319 Bldg 515 Box 4, Heber City, UT 84032

This Permit, made and entered into this _____ day of _____, 20_____, by and between the Department of Natural Resources, Division of Parks and Recreation, 1594 West North Temple, Suite 116, Salt Lake City, UT 84114-6001, hereafter referred as "DIVISION" and _____, whose address is _____, hereafter referred to as "PERMITTEE". This Permit includes Exhibits A thru E hereto and the terms and conditions contained therein.

WITNESSETH:

By this permit, DIVISION authorizes PERMITTEE to use the following described land(s) and/or improvement(s), subject to the conditions set out below:

- | | | |
|---|--|--|
| <input type="checkbox"/> Event Center <i>(Includes all facilities)</i>
\$1,250 for 8 hours *Not to exceed 10PM | <input type="checkbox"/> Trout Room Only
\$300 for full day (M-Thu) | <input type="checkbox"/> Trout Room Only
\$150 for half day (M-Thu) |
| <input type="checkbox"/> \$100 Additional Hour 10-11PM | | |

This Permit is issued by DIVISION solely for the following activities (Describe in Detail):

Approximate # of people: _____

The term of this permit is limited to a maximum of _____ days, and is hereby issued for _____ days from the _____ day of _____, 20_____, through the _____ day of _____, 20_____ inclusively.
Set-up time frame: _____ Event time frame: _____

In return for the privilege of using said land(s) and/or improvements, PERMITTEE hereby agrees to accept and comply with each of the following terms and conditions:

1. DIVISION may terminate this Permit at any time for breach of any terms or conditions stated herein.
2. PERMITTEE shall comply with DIVISION regulations governing use of state park system including federal, state, county and municipal laws, ordinances and regulations that are applicable to the activity and the area of operation authorized herein. **(Attach any/all additional permits that apply)**
3. No alterations, modifications, improvements, changes or damages, of any nature, shall be made by PERMITTEE on or to any DIVISION land(s), or improvement(s) without specific written approval by the DIVISION in advance. This shall include all natural and historic features. PERMITTEE shall keep said land(s) and or improvement(s) in good repair, orderliness, sanitation and safety. The DIVISION will monitor such items for compliance. Prior to termination of this permit, PERMITTEE shall clean and restore said land(s) and or improvement(s) to the original condition or in a manner acceptable to the DIVISION.
4. DIVISION and PERMITTEE agree that the risk of loss or damage from any cause to any property belonging to the PERMITTEE is to be borne by the PERMITTEE. This includes, but is not limited to, all personal property and all vehicles of PERMITTEE, or its invitees and loss or damage caused in any way including, but not limited to fire, theft, storm, explosion, or the negligence of DIVISION. PERMITTEE therefore agrees that it will carry insurance, at it's own expense, covering it's property for any loss or damage while on the property of the DIVISION and PERMITTEE agrees that it shall have no recourse against the State of Utah, DIVISION, it's board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers and successors in interest and PERMITTEE waives, on behalf of itself and it's insurers any and all rights of recovery, including but not limited to subrogation rights, against the State of Utah, DIVISION, it's board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers and successors in interest.



5. In consideration of the DIVISION'S allowance of the use of DIVISION land(s) and or improvement(s), to the fullest extent permitted by law PERMITTEE shall indemnify, hold harmless and at the option of the DIVISION, defend the State of Utah, DIVISION, it's board, officers, directors, agents, representatives, employees, assigns affiliates, insurers, and it's successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever arising out of or incident to your use of the park by PERMITTEE, it's employees, agents, volunteers, attendees, and invitees including, but not limited to, death, bodily injury, damage or destruction to any property of either party to this agreement, or injury to third persons in any way connected with your event at a State park except where an injury or property damage arises out of the sole negligence of the State Parks, or its officers, agents, representatives or employees. PERMITTEE also agrees to be liable for any damage to DIVISION land(s) and or improvement(s) caused by it or it's employees, agents, volunteers, attendees and invitees. This indemnity agreement is not intended to waive any defense available to the DIVISION under the Utah Governmental Immunity Act, Utah Code Ann. 63G-7-101 et. Seq.
6. Prior to any on-site occupancy, but **within 7 days prior to the event**, PERMITTEE shall post a **cleaning/damage deposit with the DIVISION in the amount of \$ 250.00** to assure that the use of said land(s) and/or improvement(s) will be as hereby authorized and agreed. Return of said deposit is subject to compliance with the terms and conditions of this permit or can be applied against remaining fees. PERMITTEE acknowledges and agrees that, in the event that the facilities are not returned in accordance with this agreement, DIVISION may apply this deposit toward restoring the facilities, including without limitation for any additional cleaning fees. In the event any portion of the security deposit is remaining after such application, DIVISION shall return such amount to PERMITTEE.
7. PERMITTEE agrees that **alcohol will not be served** in the Event Center unless **PERMITTEE has obtained a liquor license (if required), or is contracting with a caterer who is legally allowed to serve alcohol (see Exhibit C), AND has an insurance policy with minimum limits of \$1,000,000.00 per occurrence/\$3,000,000 aggregate** insuring against liability associated with the service of alcohol. Proof of insurance is due 7 days prior to the event. Jordanelle State Park must be listed as additional insured on the certificate. PERMITTEE understands and agrees that the DIVISION will not exercise any supervision or control and that all risks associated with the service of alcohol are the PERMITTEE'S.
- Alcohol will be served:** Yes (proof of insurance must be provided prior to event) No
8. Licensee shall provide DIVISION a security deposit in the amount of \$ 500.00. This deposit is non-refundable, due upon booking, and goes towards the rental payment. Rental balance will be required no later than 7 days prior to the event. **Failure to due so will result in a \$20/day fee.**
9. No employee of the DIVISION may work directly for the PERMITTEE in any capacity, or accept a gratuity of any nature. This does not preclude the DIVISION from being reimbursed for fees related to staff time associated with the herein described activity.
10. PERMITTEE will abide by the Event Center Rules:
1. Sparklers, confetti, rice, and birdseed are not allowed.
 2. No open flames allowed (except as being used for food – sterno cans).
 3. Smoking is prohibited in the building and within 25 feet from the outside building doors.
 4. Beverage service and light snacks are allowed in the Trout Room. PERMITTEE will be responsible for any carpet damages that occur during the rental.
 5. DIVISION is not responsible for personal items left in vehicles, buildings, or around the premises.
 6. Park quiet hours are from 10PM to 7AM. Events having outdoor music will need to bring the activities inside the building by 10PM.
 7. Capacity: Indoor Events = 220; Indoor/Outdoor Events = 500; Atrium luncheon seating = 80; Hall luncheon seating = 60.

IN WITNESS WHEREOF, the parties subscribed their names as of the date written.

PERMITTEE

Signature

Date

Type or Print Name

STATE- Division of Parks and Recreation

Division Designee Signature

Date

Type or Print Name and Title

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

1) **Responsibility.**

a) **Maintenance; Damage.** Permittee shall not alter, add to, deface, repair or change the facilities in any manner whatsoever except with the prior written consent of the Division; notwithstanding the foregoing, Permittee may install temporary decorations in any function room that Permittee has the right to use. If the Division and Permittee agree to alter the facilities in any way (including by temporary decorations), Permittee shall be solely responsible for restoring the facilities and for any costs incurred to complete restoration. Permittee hereby assumes full and exclusive responsibility for all damages or loss to property, fixtures and equipment belonging to the Division caused by Permittee or any Participant (as defined below).

b) **Permittee Property.** The Division is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of THE DIVISION. THE DIVISION shall have the sole right to collect and have the custody of articles left in THE DIVISION by Permittee or any guest, club member, spectator or other person attending the event (each, a "Participant").

2) **Smoking.** Smoking is PROHIBITED in any building. Clean up by the Permittee shall include cigarette butts that may be cast off by smokers on the grounds of the Facility in use by the Permittee.

3) **Additional Provisions Regarding Use of Facilities:**

a) **Staging for Caterers; Outdoor Cooking.** Caterers may use the food staging area designated by THE DIVISION for staging. Outdoor cooking (including without limitation barbequing and Dutch oven cooking) is permitted only on the outside concrete patios, subject to any applicable controls in the event of fire danger. Permittee is solely responsible to ensure that the staging area and patios are fully cleaned in accordance with the terms of this Agreement.

b) **Air Conditioning/heating.** Permittee shall use reasonable efforts to keep windows and doors closed when the air conditioner/heater is operating.

4) **Fees.** Without prior approval from THE DIVISION, Permittee shall not charge any admission, entrance or other fees to persons using the Facilities during the Use Period.

5) **Compliance.** Permittee shall, and shall cause all Participants to, abide by and conform to all federal, state and local laws, rules and regulations (including without limitation obtaining necessary permits from the state of Utah Natural Resources Department and laws related to serving alcohol) and by all facility rules and regulations as provided by the Division. Permittee shall, at its sole expense, acquire all necessary licenses and permits (including without limitation permits required to serve alcohol).

6) **Limitations; Conditions of Use.**

Safety. Permittee hereby assumes full and exclusive responsibility for the safety of the persons and property of Permittee and any and all persons using the Facilities in connection with this Agreement, including without limitation all Participants, but excluding any Division staff. Permittee shall inform the Division of any medical occurrence during the use of the Facility.

Defects. Permittee shall alert the Division of any defects in the Facilities of which Permittee has knowledge prior to the start of any activity by Permittee.

Dangerous Materials. Permittee agrees not to bring any material, substance, equipment or object which is likely to endanger the life of or cause bodily injury to any person on the premises or which is likely to constitute hazard to property thereon.

Control. The Division reserves the right to be present in the Facilities at any time.

Approval. Permittee shall not hold any performance, exhibition or entertainment, other than the Permitted Use, in the Facilities without prior written consent from the Division, which consent may be granted or withheld in the Division's sole discretion.

Permittee Representative. Permittee shall cause an authorized representative of Permittee with decision-making authority on behalf of Permittee to be at the facility during the Use Period unless prior arrangements have been made with the appropriate Division staff.

7) **Indemnification.** Permittee shall indemnify, defend and hold harmless the State of Utah and the Division, and its respective officers, trustees, employees, volunteers, agents, representatives and the heirs, executors, administrators and successors of each of them, from and against any and all actions, causes of action, suits, claims, proceedings, investigations, inquiries, and demands of whatsoever nature or kind, as well as from and against any and all damages, liabilities, losses, costs, charges and expenses, including reasonable legal counsel fees (collectively, "Losses"), resulting there from, that may be brought or made by whomsoever, or suffered, directly or indirectly, by reason of or in any way arising out of or in connection with (a) any negligent act or omission or willful misconduct by Permittee or Permittee's officers, directors, members, employees, volunteers, agents, affiliates, representatives, invitees and subcontractors in connection with the performance of Permittee's obligations under this Agreement; (b) any breach by Permittee of any provision of this Agreement, or (c) any Loss by any Participant.

8) **Financial Responsibility of the Division.** It is expressly understood and agreed by Permittee that none of (a) State of Utah (including Division of Parks and Recreation); (b) any officer, director, trustee, member, employee, volunteer, agent or representative of the State of Utah; or (c) any officer, director, trustee, member, employee, volunteer, agent or representative of THE DIVISION (each entity in clause (a) and each individual in clauses (b) and (c), an "Unrelated Party"), shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the parties relating to the subject matter hereof. Without limiting the foregoing, the Division shall not be deemed to be an agency, instrumentality, partner, joint venturer or agent of any Unrelated Party.

9) **No Commercial Use of Transaction or Relationship.** Without the prior written consent of the Division, which may be withheld in the Division's absolute discretion, or except as expressly provided otherwise in this Agreement, neither Permittee nor Permittee's affiliates, officers, directors, agents, representatives, shareholders, members, employees or subcontractors shall make any commercial use of their relationship to the Division.

10) **Termination.**

Termination to Protect Public Safety. The Division reserve the right to cause the cancellation, interruption or immediate termination of any activity in the Facilities during the Use Period when in the sole judgment of the Division such cancellation, interruption or termination is necessary in the interest of public safety.

Termination for Cause. Any party may terminate this Agreement at its discretion ten (10) days after serving notice upon the other party of the breach by a party of any provision hereof if such breach has not been cured within such ten-day period.

11) **General Provisions.**

a) **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the substantive laws of, the State of Utah, without reference to principles governing choice or conflict of laws.

b) **No Consequential Damages.** Notwithstanding any breach of this Agreement by any party, the party in breach shall not be liable to any other party for any lost revenue, profits or other incidental or economic consequential damages, even if advised of the possibility of such damages.

c) **Assignment.** Permittee may not assign any benefit of this Agreement or in any manner delegate its duties or obligations hereunder to any third party. Subject to the foregoing limitation upon assignment and delegation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and assigns.

d) **Force Majeure.** The failure or inability of either party hereto to comply with the terms and conditions of this Agreement because of any act of God, formal declaration of war, fire, riot, earthquake, act of terrorists or other public enemies, action of governmental authorities, unavailability of power, or for any other reason not reasonably within the control of such party, shall not be deemed a breach of this Agreement.

EXHIBIT B

CLEANING REQUIREMENTS

Cleaning Procedures for Event Center:

1. Clean chairs, tables (and legs if taken outside) before stacking in racks.
2. Stack chairs & tables in racks.
3. Empty all 14 trash cans (10 inside & 4 outside) & install new bags. Wipe down lids if necessary. Dumpster located in southwest corner of parking lot.
4. Wipe down BBQ surfaces. Clean grills by heating to 800 degrees. At 400 degrees, scrape grills with grill brush. Clean BBQ utensils & return to kitchen. **DO NOT COVER HOT BBQS WITH VINYL COVERS!**
5. Dust mop or sweep all floors to remove debris (including kitchen & bathrooms).
6. Wipe down beverage bar.
7. Return Trout Room furniture to original places & wipe down tables if needed.
8. Clean kitchen sink, counters & refrigerator.
9. Return all outside furniture to original places.
10. Pick up trash in parking lot.
11. Remove signs, balloons, bows, etc. from parking lot & road.

EXHIBIT C

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

No Permit Required Events

The “Privately Hosted Event” Exception

If the event is truly **private** and not open to the general public, and the alcohol is furnished by the host **without charge** to those attending, then no alcohol permit is required. To qualify for this exception, you must be hosting a social, business or recreational event for which

- an entire room, area, hall (or building) has been leased or rented in advance;
- the event is limited in attendance to people who have been specifically designated (and their guests);
- the alcoholic beverages are furnished without charge. This exception does not apply to events to which the general public is invited, whether for an admission fee or not;

Thus, you will need to establish some way to determine at the door that only those who have been invited (and their guests) are admitted, and not the general public. There can be no indirect sale of alcohol by way of charging admission or selling tickets to offset the cost of the alcohol. Perhaps the best example of the "privately hosted event" exception is a private wedding where those attending have been specially invited and are on a guest list, and the host provides the alcohol at no charge to the wedding guests.

You may hold a privately hosted event for a single day or several days, and there are no set hours for alcohol service. You may serve any liquor, wine or beer at the event as long as it has been purchased in Utah. You should also take precautions to ensure that no one under 21 years of age is served alcohol at the private event. You could be potentially liable for serving someone you knew or should have known was under the age of 21, and they become intoxicated and injure or cause damage to another person.

Note that under Utah's keg beer law, any beer served under the "privately hosted event" exception must be in bottles or cans purchased at retail. Beer may not be served "on draft" from a keg. The keg law prohibits anyone, other than a licensed or permitted beer retailer, from being in possession of beer in containers larger than two liters. It also prohibits beer distributors or wholesalers from selling keg beer to anyone other than a licensed or permitted beer retailer. Also, there is no provision in the law that allows dispensing of "heavy beer" (over 3.2% alcohol content) on draft from kegs.

Organizers of privately hosted events hosted by accredited foreign diplomatic missions.

EXHIBIT D

INSURANCE FOR THE SERVICE OF ALCOHOL

TheEventHelper.com

Fred A. Moreton Company

801-715-7125

Nadine Guss

EXHIBIT E

EVENT LOCATION



*Alcohol provisions are in effect for the entire event area and timeframe.