



Contact Person: _____

Phone: _____ Email: _____

Address: _____

Date Payment Received: _____

Conference Room Rental Agreement

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 also includes Exhibits A through C hereto and the terms and conditions contained therein.

WITNESSETH:

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

Visitor Center Conference Room: Available from 5 pm to 10 pm for a flat rate fee of \$500.00, plus day-use fees charged on a per vehicle basis. Weddings and commercial groups will also require a Special Use Permit. Event setup may take place anytime after 9:00 am; however, guest should not expect to use the conference room until the Gift Shop closes at 5:00 pm. All guests, event supplies, food, and decorations must be removed by 10:00 pm. The rental fee includes access to 10 six-foot plastic tables and 50 chairs that must stay inside the building. Damage to furniture and flooring will be charged in addition to rental fee, if needed.

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

Approximate # of people: _____ (Maximum 50 people)

This permit is limited to a maximum of 1 day, and is hereby issued for the _____ day of _____, 20____.

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 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 its 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 its insurers any and all rights of recovery, including but not limited to subrogation rights, against the State of Utah, Division, its 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, its 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 its 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.	PERMITTEE acknowledges and agrees that, in the event that the facilities are not returned in accordance with this agreement, DIVISION may also require payment for damages to facilities or other related expenses as deemed necessary.
7.	PERMITTEE agrees that alcohol will not be served in the Conference Room 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/\$2,000,000 aggregate insuring against liability associated with the service of alcohol. Following the restrictions in Exhibit C, some events may be exempt if alcohol is served and consumed outside of the building for exclusive events. Proof of insurance is due 7 days before the event. Utah State Parks 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 Permittees. The Division recommends that all groups (even weddings) have insurance. Alcohol will be served: <input type="checkbox"/> Yes (proof of insurance must be provided before the event) <input type="checkbox"/> No
8.	Rental balance of \$500.00 is due no later than 7 days prior to the event. Failure to do so will result in a \$25 per day late 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. The Permittee will abide by the following rules and operational procedures:
1. Sparklers, confetti, rice, real flowers, glitter, bubbles, and birdseed are not allowed.
 2. No open flames are allowed inside the building.
 3. Smoking is prohibited in the building and within 25 feet from the outside building doors.
 4. DIVISION is not responsible for personal items left in vehicles, buildings, or around the premises. Guest may park their vehicles in the Visitor Center parking lot.
 5. All events must end, the conference room must be vacated, and guests must depart by 10 PM.
 6. Amplified music must be at a low enough volume that it cannot be heard outside the building.
 7. The rental space capacity in the Conference Room is 50 people.
 8. Guests will not have exclusive use of the restrooms on the west side of the Visitor Center which can be accessed by going outside and around the building on the north side.
 9. A lift is available upon request for guests who are unable to use the stairs.
 10. This building rental is not available on Saturday or Sunday of Memorial Weekend or the day prior to or on Thanksgiving, Christmas, or New Years.

If Permittee organizes any group events under this Special Use Permit, Permittee agrees to establish, maintain, and enforce best practices for social distancing and other COVID-19 precautions, as recommended by the CDC, the Utah Department of Health, and any specific restrictions in place by the County or other local health department where the park lands to be used are located.

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

Permittee

Signature _____ Date

Type or Print Name

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 or within 25 feet of the building.

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 barbecuing 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) 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. Fireworks are considered to be dangerous materials and are not permitted.

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.

6) **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 venture 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.

7) **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.

8) 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. Wipe down chairs and tables prior to your departure.
2. Place chairs and tables where they were when you arrived.
3. Remove all personal items and decorations.
4. Park staff will empty the trash and vacuum after your event. Do not leave trash outside or the ravens and other critters will get into it and make a huge mess.
5. Contact park staff immediately to report any damages caused by your group.
6. Lock the doors behind you when you depart at the end of your event.
7. Staff will turn off the lights after you depart.

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 4% alcohol content) on draft from keg.