WEBER COUNTY
FACILITY RENTAL AGREEMENT FOR THE WEBER CENTER

Organization: Utah Division of Wildlife Resources (RAC Meeting)

Contact Person: Jodie Anderson

Address: 515 E 5300 S, Ogden, UT 84328

Phone Number: (8010 791-8589

Email: jodieanderson@utah.gov

Event Dates: Nov. 13, 2019

Event Start and End Times: 6:00 – 10:00 PM

Rooms to Be Reserved: Commission Chambers

1. This agreement is entered into by WEBER COUNTY, hereinafter called COUNTY, and Utah Division of Wildlife Resources, RAC Meeting, hereinafter called RENTER. It is effective on the date the last party signs the agreement, as shown at the end of the agreement.

2. RENTER acknowledges that RENTER has received a copy of the Weber County Policy and Procedure on the Use and Rental of Weber Center Conference Rooms ("Rental Policy"). RENTER agrees that RENTER and all persons associated with or attending RENTER's event will be made aware of the terms of the Rental Policy and this agreement.

3. As stated in the Rental Policy, room rentals at the Weber Center are available only to governmental entities, charitable organizations, and non-profit public service organizations.

4. For each room reserved, RENTER shall pay the COUNTY $150.00 per day, or, if less than a full day, $50.00 for the first hour and $15.00 for each additional hour. The total rental fee is $ 75.00 (1/2 fee for Government Agencies).

5. Set-up time and clean-up time must be included in the rental period.

6. RENTER must provide event security. Security must be arranged by contacting the Weber County Sheriff's deputy at the Weber Center. If the event takes place after 5:00 p.m., there is a $50.00 per hour security fee, and a separate security contract is required.

7. To reserve the facility, RENTER must contact the COUNTY to schedule the facility between 5 and 60 days before the event date. RENTER must pay the rental fee and sign this agreement at least 72 hours before the event.

8. If RENTER cancels a reservation with more than 48 hours' advance notice (counting business days only), the rental fee is refundable. Otherwise, it is not.

9. The COUNTY reserves the right to cancel this agreement for any reason. The COUNTY will notify RENTER of a cancellation as far in advance as possible and may offer alternative dates or rooms. If the COUNTY cancels the agreement, the COUNTY shall refund the rental fee but shall not otherwise be liable in any way.

10. Any person at RENTER's event whose behavior is deemed dangerous or obnoxious by the COUNTY shall be barred from the facilities and asked to leave. If this results in the event ending, RENTER will forfeit the remainder of the rental time and will not receive a refund in full or in part.

11. RENTER agrees to end the event, clean up, and vacate the facilities by the end time listed above. If RENTER vacates at a later time, RENTER shall pay rent for the additional time.

12. RENTER will clean up the facility, returning it to its pre-event condition, before leaving the facility. If RENTER fails to do so, the COUNTY shall perform the clean-up and RENTER shall pay the COUNTY for the clean-up expenses, including employees' time spent on the clean-up.

13. RENTER is responsible for repair or replacement costs for any damaged or unreturned equipment and for any other damage caused by RENTER or by any person associated with or attending RENTER's event.

14. If the COUNTY bills RENTER for any costs determined to be due after the event (e.g., cleaning costs), RENTER must pay within 10 days after receiving the bill.

15. The COUNTY reserves the right to take temporary possession and control of the facility or evacuate the facility at any time when it is deemed necessary for anyone's safety, or for the welfare of the general public.

16. There shall be no sales, other distribution, or consumption of alcoholic beverages at the event.

17. Food for the event must be prepackaged or catered.

18. If RENTER sells tickets to the event or sells items at the event, RENTER shall comply with all required permits, licenses, ordinances, codes, and sales tax requirements for the city, county, and state.

19. RENTER assumes all risk related to RENTER's event and associated activities. The COUNTY shall not be responsible for losses or damages incurred by RENTER or by any person associated with or attending RENTER's event.

20. RENTER shall indemnify and hold harmless the COUNTY and its agents and employees from and against any and all claims, damages, losses, and costs, whether direct, indirect, or consequential, arising out of or resulting from RENTER's negligent or intentional acts or omissions related to this agreement. RENTER's negligent or intentional acts or omissions shall also include negligent or intentional acts or omissions by any subcontractor, any person or organization directly or indirectly employed by RENTER or any subcontractor, or anyone for whose acts any of them may be liable. RENTER's obligation to indemnify the COUNTY is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this agreement. RENTER will be required to indemnify the COUNTY to the fullest extent allowed by law, regardless of whether RENTER has sufficient insurance to cover this obligation.

21. RENTER shall obtain and maintain, at RENTER's own expense during the term of this agreement, all insurance required by law, including, if applicable,

worker's compensation insurance for all employees engaged in work for RENTER related to this agreement.

22. The COUNTY will not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of the COUNTY. Such circumstances shall include, but not be limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, acts of war, acts of terrorism, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the COUNTY.

23. RENTER agrees not to sublease, transfer, or assign this agreement or any part thereof without prior written consent of the COUNTY. This agreement may be amended only by a written agreement signed by the parties. This agreement shall be governed by the laws of the State of Utah.

24. SEVERABILITY: The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision, and the remainder of the agreement will remain in full force and effect, unless the invalidation of the term materially alters this agreement. If the invalidation of the term materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.

25. This agreement constitutes the entire agreement between the COUNTY and RENTER. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Signatures:

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By_____
Scott Jenkins, Chair

Date _____

ATTEST:

_____
Ricky Hatch, CPA
Weber County Clerk/Auditor

Utah Division of Wildlife Resources(RAC Mtg)
RENTER

By Jodie Anderson

Date 9-10-19