

Use Agreement for Elwood Town Facilities

Elwood Town Corporation--5235 W 8800 N, Elwood, Utah 84337--(435)257-5518

Facility User/Responsible Party: _____
Group Name: _____
Address: _____
Phone Numbers: Home () _____ Work () _____ Mobile/Other () _____
Purpose of Use: _____
Period of Use: _____, 200 to _____, 200
Liability insurance company: _____
Policy number: _____
Combined single limit coverage amount: \$ _____
Facility(ies) to be used: _____: Elwood Town Hall \$____.00 per day _____ : Hansen Park--Large Bowery \$____.00 per day _____ : Hansen Park--Small Bowery \$____.00 per day

Rental Fee: The User will pay the Town the total of \$____.00 for rental of the Facility for the above described period of use. Payment of the entire balance of the rental fee is due forty-five (45) days prior to the day on which occupancy will first occur.

Reservation Deposit: User must pay a reservation fee of \$50.00 at the time of reservation. This Agreement does not become binding and the User's reservation will not be booked until the reservation fee has been paid in full. This deposit will be refunded after the reservation has been used and the facility left in a timely manner and an acceptable condition.

Check in--Check out: Check in time is after _____ p.m. on the first day of occupancy. Check out time is before ____:00 a.m. on the final day of occupancy. User agrees that, in the event User and/or his guests fail to vacate the premises by ____:00 a.m. on the final day of occupancy, the Town may charge User for additional daily rental fees and for any other damages incurred by the Town due to the late check out. If User fails to vacate the premises by 10:00 p.m. on the final day of occupancy, as specified above, User agrees that the Town may remove User's and User's guests' property from the Town Facilities and shall have a lien on said items as provided for in U.C.A. § 38-2-2.

Cancellation-Adjustments: If User cancels the reservation more than 30 days before the first day of occupancy, User will be refunded 50% of the fees and deposits paid to date. If User cancels the reservation 30 or fewer days before the first day of occupancy, User will be refunded 30% of fees and deposits paid to date. User will not receive a refund, partial or complete, of monies paid if the User checks in after the date and time specified above. User will not receive a refund, partial or complete, of monies paid if the User checks out before the date and time specified above.

General Rules: Camp, park and drive permitted in designated areas only. Do not cut or damage any trees or shrubbery. Be cautious and courteous when using the Facility. Respect the neighbors, their property, and their privacy. Do not create a dangerous condition(s) at the Facility or otherwise alter the Facility in any manner. Report any emergencies or facility repair needs to _____ telephone: _____

Campfires: User will bring his/her own firewood. Use of trees, bushes or other plants located at the Facility for firewood is prohibited. Campfires must be built in established campfire rings. Fires must be attended at all times. Make sure fire is completely out before leaving.

Maintenance: User will maintain the Facility in the same condition as it was upon arrival. User will pay to repair any damage that occurs to the Facility. Prior to leaving the Facility, User agrees to clean the facilities, collect and deposit all trash in dumpsters or other garbage receptacles located at the Facility, and otherwise return the Facility to its condition prior to the User's arrival. Please see attached check list for cleaning and checkout requirements.

Compliance with Laws. User must be at least 21 years of age. User will not use the premises for any unlawful purpose. User will comply with all laws, ordinances, rules, regulations, and directions of government authorities.

No Sublease. User will not sublet the premises unless prior written approval is granted by the Town. Should any such subletting be approved, the original User shall remain responsible to the Town for the Facilities and compliance with the provisions of Agreement.

User liability for actions of all occupants and guests. User will insure that User's guests, invitees or other persons using the Facilities during the period of use will conform with the provisions of this Agreement. Should User's guests, invitees or other persons using the Facilities during the period of use violate the terms and conditions of this Agreement, User agrees to be responsible to the Town for the acts of that person.

Indemnification. The User agrees, covenants and undertakes to indemnify, hold free and harmless, assume liability for, and defend the Town, its affiliates, members, agents, servants, employees, officers and representatives from any and all costs, attorneys fees, claims, liability or other sums on account of any, all and every demand for claim or assertion of liability, or any claim or action thereon, arising or alleged to have arisen out of the use by the User or User's guests, invitees or licensees of Facilities belonging to the Town. User represents and warrants to the Town (a) that the User has currently in effect and will maintain the liability insurance described above, with the Town named as an additional insured, and (b) that he or she is duly authorized to execute and deliver this undertaking and thereby to bind the User.

Termination. If User or User's guests violate any of the terms or conditions of this Agreement, User agrees that the Town may immediately terminate User's right to occupy the Facility..

Binding Effect-Waiver-Interpretation. This Agreement shall inure to the benefit and constitute a binding obligation upon the contracting parties, their successors, heirs, personal representatives and assigns. Should any provision of this Agreement be held illegal or unenforceable by a court of law, the remaining provisions shall remain in full force and effect. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver will be binding unless executed in writing by the party making the waiver. The paragraph headings used in this Agreement are for convenience and reference only and are not to be used to expand, modify, or interpret this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by the parties.

Disputes. If any action is brought by either party with respect to its rights under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs as determined by the court. The parties agree that the laws of the State of Utah shall govern interpretation of this Agreement and that any suit filed in relation to this Agreement shall be filed in the First District Court for the State of Utah in and for Box Elder County.

I have read, understand, and accept the terms and conditions of this Agreement.

Signature: _____

Date: _____

Name (print): _____ Title (print): _____

Note: For Users other than family groups, a certificate of Liability Insurance should be provided by the user naming Elwood Town Corporation as an additional insured and providing a minimum of \$1,000,000 combined single limit coverage

For emergencies of any kind, please contact

_____ @ 435-257-_____ or _____ @ 435-257-_____.