

Weber County Parks and Recreation
Riverdale Pavilion License to Use

<i>For Office Use:</i>	
Receipt #	_____
	CA CK CC

This agreement made _____ between Weber County, hereafter called COUNTY, and _____
(Today's Date) (Your Name)

(Email) (Phone)

of _____
(Address) (City) (State) (Zip)

hereafter called LICENSEE, for the license to use the Riverdale Pavilion located at the Weber County Fairgrounds on _____
(Date of Rental) (Specific Event Time) for the purpose of _____ (Event - Be Specific)

Reservation time request: Please Circle One -

<u>SUMMER HOURS: MID MARCH - SEPT 30</u>
● 8AM – 2PM – \$50
● 3PM – 9PM/DUSK (NO LIGHTS) - \$50
● FULL DAY RENTAL 8AM - 9PM/DUSK(NO LIGHTS) - \$100

<u>FALL HOURS: OCT 1 - NOV 1 ONLY</u>
● 8AM – 6PM/DUSK (NO LIGHTS) - \$75

1. General information: **Pavilion rental is for UP TO 60 people.** Payment for license to use the Pavilion is due and payable to the Recreation Office at the time of the signing of this License to Use. Cancellations will be honored 14 days prior to use time with a \$15 penalty being withheld from the refund for a partial day rental, \$30 from the full day rental. No refunds will be given for cancellations made later than 14 days prior to the use time. **NO REFUNDS OR RESCHEDULES OF ANY KIND FOR INCLEMENT WEATHER. The Pavilion closes at dusk, therefore activities are not allowed to continue after sundown.**
2. COUNTY reserves the right to cancel this license to use by providing written cancellation 14 days in advance of the scheduled event. Any deposit paid for the license to use will be returned to LICENSEE in full.
3. LICENSEE shall not enter the pavilion area earlier than the scheduled use time and will promptly vacate at the conclusion of the scheduled time. No participant of one group shall infringe on the use time of another group. Should this occur, the LICENSEE will forfeit awarded time for the remainder of the License to Use and not receive a refund in full or in part and will result in additional charges for additional time.
4. No LICENSEE is permitted to sublet use time to another group. Any cancellations will be filled by the Parks and Rec office personnel.
5. Any participant whose behavior is deemed by the Parks staff, in their sole discretion, to be dangerous or obnoxious to others using the facility, shall be barred from the facilities, asked to vacate the facilities and will forfeit the remainder of the use time and not receive a refund in full or in part.
6. LICENSEE shall clean up trash, food, decorations, cartons, pieces of debris, etc.* from the above named space before vacating premises. This includes inside the restroom facilities. If LICENSEE fails to leave premises in a satisfactory condition, the COUNTY shall perform such clean up and LICENSEE shall pay the COUNTY for personnel, parts, supplies and related expenses associated with said clean up at the **rate of \$20/hour**. The COUNTY reserves the right to refuse any future reservation to any party that leaves the premises in an unsatisfactory condition. **Please respect the grounds.**

**ALL pieces of confetti, signs, banners, balloons, garbage, food items, etc., need to be picked up from cement, tables and surrounding grass areas. All garbage needs to be left in the trash cans provided on the premises. If the amount of garbage you accumulate is more than the garbage cans will hold, please take excessive garbage to the dumpster on site. Do not leave cans excessively full or trash on ground around the cans. Restrooms left with clogged toilets, garbage, or paper left on restroom floor, spills/stains on the concrete or tables, as well as chalk on concrete will result in above mentioned clean up fees.*

Licensee has read and agrees to **ITEM 6** including cleaning fee. Credit card information will be kept on file for no longer than 3 business days following reservation. Any cleaning/damage fee(s) will be charged to card on file. Receipt and explanation of charges will be emailed to LICENSEE.

(Initials)

7. As per Ogden City's noise ordinance, (12-14-6-D-1-a): no person shall operate a sound amplification device or musical instrument between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. in a way that is clearly audible at the property line of a residential premises.
8. Only alcoholic beverages of 5 per centum of alcohol or less are allowed. Alcoholic beverages in kegs, barrels, or containers larger than 32 oz. are not allowed. Anyone found violating this rule will be asked to leave the facility and will not receive any refund of fees paid. **Glass bottles are not allowed on the premises.**
9. LICENSEE is responsible for replacement costs of damages to the facility licensed during the LICENSEE's contracted time due to the LICENSEE or participants with LICENSEE's party actions.
10. If it is deemed by the COUNTY that the LICENSEE has misrepresented the nature of the event that this Licensee Agreement addresses, the COUNTY may refuse to permit the event and/or terminate the agreement and the LICENSEE will forfeit any deposit made for said event.
11. Neither party shall be liable for damages due to the 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 such party. Such circumstances shall include, but are not be limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.
12. LICENSEE hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the LICENSEE or arising out of LICENSEE's performance of this agreement. LICENSEE hereby agrees to indemnify and save harmless Weber County, it's officers, agents and employees, from and against any and all claims resulting from the use of premises by the LICENSEE, the LICENSEE's invitees, licensees, agents and employees.
13. WORKER'S COMPENSATION (Please initial the one applicable to your event):

(Initials) LICENSEE's WITH EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE agrees to secure workers' compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-1-46).

(Initials) LICENSEE's WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE certifies that LICENSEE is a sole proprietor or LICENSEE agrees to defend, indemnify and hold harmless the COUNTY from and against any and all workers' compensation claims.

14. SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this license to use is held by the courts to be illegal or otherwise invalid, the validity of the remaining portions of provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the license to use did not contain the particular part, term, or provision held to be invalid.
15. This license to use constitutes the entire license to use between the COUNTY and the LICENSEE and any prior understanding or representation of any kind preceding the date of this license to use shall not be binding upon either party except to the extent incorporated in this license to use.

In witness of the license to use between them, the parties have executed this license to use at Ogden City, Weber County, Utah, on the day and year first written above.

LICENSEE SIGNATURE	
LICENSEE NAME (PRINTED)	DATE

BRAD CRAGUN, WEBER COUNTY REPRESENTATIVE	
DATE	

<i>For Office Use Only:</i>	
Credit Card number on file?	<input style="width: 80%;" type="text"/>
To be destroyed within 5 business days of reservation.	