

Salem City Activity Center Rental Agreement

COME NOW SALEM CITY, hereinafter Salem, and _____ residing at _____, TELEPHONE _____ hereinafter CITIZEN, and hereby contract, covenant, and agree as follows:

SALEM agrees to lease the Activity Center located at 60 N. 100 E. in Salem City to CITIZEN for use on the date of _____. CITIZEN elects the following time:

Facility Description and Options:

The Activity Center has a gym measuring approximately 77 feet x 40 feet. All rentals will have access to the gym, and the hallway which houses drinking fountains and a Men's and Women's bathroom. Ten round tables that seat 6-8 people, three rectangular tables and 100 cushioned chairs are on site and available upon request.

Weekend/Holiday Full Day Rental (Saturday and Sunday) 7:00AM-11:00PM, with a \$500.00 Deposit.

\$250.00 Residents \$450.00 Residents for Revenue Generating Events

\$450.00 Non-Residents \$850.00 Non-Residents for Revenue Generating Events

Evening Rental (Monday-Friday) 5:00PM-10:00PM, with a \$500.00 Deposit.

\$150.00 Residents Only

Short Notice ½ day Weekend Rental, can only be rented within the same week of date needed

(Saturday & Sunday) 7:00AM-2:00PM or 3:00PM-10:00PM, with a \$500.00 Deposit. \$150.00 Residents Only

Add On's: Circle all that apply.

Reserved Pavilion - \$30.00 (available only with building rental).

Access to Upstairs - \$50.00 (additional 15000 square feet, 4-person ping pong table).

Projector Screen - \$30.00 (16 feet x 10 feet)

Scoreboard - \$20.00

Supervisor - \$25.00 per/hour (Some activities will require a supervisor - this will be determined by the Recreation Department based on your plans for the rental).

Gym Time - Practice Rental Package Available Monday-Thursday 5:00PM-10:00 PM

4 – 1 hour practice time slots will be sold for - \$100.00

Additional time slots may be purchased upon request. Use of Volleyball nets \$10.00 per practice.

This rental package includes the gym space and bathrooms only. No tables/chairs or Add On's are included. No food, No drinks.

*Salem Activity Center will not be rented for weddings.

Describe what you are renting the building for:

How many people do you expect to have at your event? _____

Does your event have an open invitation to the public? Please explain: _____

Will you be charging admission for your event? Yes No

If Yes, please give details _____

*****Salem City reserves the right to deny any rental we do not feel is in the city's best interest.*****

Rental/Event approval signed by Matt Marziale or Jen Wright _____

CITIZEN agrees to pay the sum of \$_____ for the rental of the building and to allow a photocopy of their driver's license, which must be current and valid.

CITIZEN further agrees to pay a cleaning and damage deposit of \$_____, seven (7) day prior to lease, which shall be cash from a non-resident, and which may be a check from a resident with a good credit history with the city, and which shall be refunded upon the following conditions being met:

- A. The premises, including building, restrooms, parking lots, and street, curb, gutter and sidewalk are left in at least as clean of condition as before CITIZEN had the use of the premises;
- B. All chairs, tables, or other items, including decorations, are put away;
- C. That all trash has been properly disposed of in an outdoor receptacle for that purpose;
- D. That no light fixtures, windows, tables, chairs, or other property located in or outside the building have been damaged or broken;
- E. The premises are vacated by 11:00 p.m.
- F. That all of the terms and conditions of this agreement have been met, including the no alcohol and tobacco requirements.
- G. That the Cleaning Check List (Attachment A) is followed.
- H. Carpets are to be left clean.
- I. Do not move decorations (i.e. PICTURES IN THE HALL).

CITIZEN will be charged \$50.00 for every stain on the carpet which was not present prior to CITIZEN'S use of the facility.

CITIZEN agrees, in compliance with the Utah Indoor CleanAir Act, that no smoking will be permitted.

CITIZEN agrees to serve no alcoholic beverages nor to allow the same to be consumed in or around the building, in the parking lot, nor in or upon any city premises.

CITIZEN agrees that no animals of any type will be allowed inside the building, except those allowed by code, such as a disability service dogs.

CITIZEN agrees to comply with all laws and regulations and agrees that the building will not be used for any illegal activity.

If the building is asked to be opened early or if building is not vacated on time, a \$100 fee for each hour will be added. If the building is asked to be opened the day prior, it will be considered as a full day rental and charged at that rate.

CITIZEN must contact CITY at least **two (2) days** prior to the rental date to make arrangements to have the building opened and locked after the event.

CITIZEN agrees to promptly pay to SALEM the cost of repair for any damage done to the premises or any item located therein, or other property located in the building or on the grounds, or for any cleaning cost necessitated by CITIZEN=s use of the property, to the extent that the cleaning and damage deposit is insufficient to pay for the same.

*In the event of breach of this agreement, CITIZEN agrees to pay to SALEM court costs and reasonable attorney's fees incurred in enforcing any of the terms hereof.

*This document represents the entire agreement between the parties. All prior negotiations, understandings, or agreements are merged herein and superseded hereby.

*This lease agreement is non-assignable.

*Waiver on behalf of SALEM of any part hereof does not constitute a waiver of any other part or portion hereof.

*In the event that any paragraph, or portion thereof, is deemed to be void, voidable, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

*Limited use events may not be scheduled more than one month in advance.

Cancellations up to **thirty days** in advance of rental date will be refunded, with the exception of the holiday season. Thanksgiving to New Year's cancellations need to be done at least **sixty** days in advance. If a group cancels closer than thirty days (or sixty days for specified holiday months) prior to their rental, their spot must be re-reserved in order for the group cancelling to receive a refund. Otherwise NO refund. **All** refunds will be less a \$10.00 processing fee. **All cancellations must be finalized in writing to be accepted.** Emails will be accepted salemrecreation@salemcity.org

DATED this _____ day of _____, 20__.

CITIZEN

SALEM CITY by: _____

Salem City Representative

ACTIVITY CENTER BUILDING CLEAN-UP (Checklist)

- Wipe off and clean all counters, sinks and ovens.
- Make sure oven is shut off.
- Make sure all water taps are shut off.
- Sweep gym/kitchen floor and spot mop as needed.
- Clean out refrigerator and wipe up any spills. Don't leave any food in the refrigerator.
- Take out all garbage and put in dumpster. Replace liners with new ones.
- Fold up all tables and stack on the rack.
- Fold all chairs and place them back on the rack.
- Turn off lights.
- Make sure all doors are closed & the building is securely locked.
- Flush all toilets; clean up any messes in bathrooms (be sure to empty garbage's in bathrooms, sweep and mop floors).
- Vacuum the carpeted areas. (WILL BE CHARGED \$50 EACH NEW SPOT).
- Rinse out mop when all finished.
- Clean Microwave

Remember

- **FACILITY SHALL CLOSE NO LATER THAN 11:00 P.M.**
- NO SMOKING IN THIS PUBLIC BUILDING.
- NO ALCOHOLIC BEVERAGES ALLOWED IN THE BUILDING OR ON THE PREMISES.
- NO ANIMALS OF ANY TYPE, EXCEPT THOSE ALLOWED BY CODE (I.E. SEEING EYE DOG).
- NO OPEN FLAME ALLOWED (I.E. CANDLES).
- IF YOU HANG ANYTHING ON THE WALLS IT MUST BE DONE USING COMMAND STRIPS.
- YOU WILL BE RESPONSIBLE FOR THE BUILDING FROM THE TIME IT IS OPENED TO THE TIME IT IS CLOSED. (Salem will only open it once).
- THE PERSON RENTING THE FACILITY MUST BE THE PERSON CALLING TO HAVE IT OPENED (must call at least two (2) days prior). WE WILL NOT OPEN IT FOR OTHER PEOPLE (I.E. CATERER).
- DO NOT CHANGE THE THERMOSTATS.
- DO NOT USE DARK COLORED PUNCH/DRINKS THAT COULD STAIN THE FLOOR (RED, GRAPE, ETC).
- THE USE OF FOG MACHINES, BUBBLE MACHINES OR SNOW MACHINES IS PROHIBITED.
- FOOD MUST BE SERVED AND EATEN IN THE GYM AREA ONLY.

INITIAL AND DATE _____