

**RENTAL AGREEMENT
GARDEN CENTER BUILDING
1602 E 2100 S
Salt Lake City, Utah**

This RENTAL AGREEMENT (Contract) for the rental of space and services at the Garden Center Building is entered into by Utah Associated Garden Clubs, Inc. (UAGC) and _____, an individual who is living in or legal entity doing business in the State of Utah (Renter).

PERMITTED USE

Renter desire to rent the large rooms and kitchen at the Garden Center Building and UAGC hereby grants permission to Renter to use the space described (Premises) on Date _____ from _____ until _____ for event _____. UAGC makes no representations, warranty, or agreement that Premises are suitable to Renter's purpose. The Premises rented are provided **AS IS** and **WITH ALL FAULTS**. During the rental term, Renter shall be fully liable for the condition of and damages to the Premises.

Included in this contract is the use of ten 60" round tables, ten 8' rectangle tables, chairs, access to the kitchen, oven, microwaves, fridge/freezer, and small freezer. The kitchen is for warming purposes only. It is not licensed for food preparation. The North room is typically used for dining. The South room has colored lights and a disco ball for dancing and two 220 outlets for the DJ. There are projection screens in each room. The use of the South lawn ends 10 feet before the Community Gardens until 10pm.

Clean up time is included in the terms of this agreement. Renter is responsible to clean up before the time deadline, no later than 1am.

RENTAL RATE

Building Rental	_____
Security Deposit/Refundable Cleaning Deposit	<u> \$300 </u>
Total Rental Costs	_____
Balance Due	_____

No later than one month prior to event on _____

EFFECTIVE DATE OF CONTRACT

This Contract will not take effect and the dates requested by Renter will not be guaranteed until Renter returns this signed Contract with the security deposit of \$300. If Renter makes any changes to this Contract including canceling or changing the date, the security deposit will be

forfeited. A partial refund may be possible upon written cancellation within three months of the event.

The Deposit will be refunded when the Renters complete the following:

Sweep the building.

Mop up spills. Mop buckets must be emptied outside the kitchen door. Detach hose from the mop sink in the storage room to prevent flooding. Do not wash out mops in the sink!

Take the garbage outside to the trash containers in the parking lot.

Stack chairs in the South room.

Tables wiped, cleaned, and CAREFULLY put away without breakage.

Remove all decorations including balloons, garlands, etc.

Wipe off kitchen counters and sinks. Cleaning supplies are under the sink or above the mop sink in the storage room.

Clean appliances used (microwave, oven, fridge)

Remove all litter from surrounding outside grounds and parking lot.

Empty restroom garbage and flush toilets/urinals. Mop messes if needed.

Turn off lights, close windows, and lock all doors. (Make sure the deadbolt slide is back so the front door closes and latches all the way.)

Remove all your belongings. UAGC is not responsible for any items left in the building.

Vacate by 1am

RESTRICTIONS

*No alcohol or smoking

*No confetti or glitter

*Tape: Only painters tape for decorations. You may use ribbon, string, or wire to attach to existing nails and hooks.

*No bounce houses, tents, waterslides, carpets, or other materials that may smother the grass.

*Do not move the large stone table in the lobby. The top is not attached and very heavy.

*Loud music must be turned down by 10pm ESPECIALLY THE BASE

*Unattended children damaging surrounding gardens.

*No personal fireworks.

Violation of any of the above restrictions will forfeit the refund of the cleaning deposit..

Renter agrees to pay for any damages to the Premises including building, furnishings, fixtures, equipment, gardens, windows whether caused by Renter or its guests or invitees within ten (10) days of notification by UAGC. Normal wear and tear is excluded. Renter further agrees that if the same is sent to collections, to pay collection costs, including any attorney fees. In the event the premises are damaged to the extent of preventing other scheduled events from occurring, Renter shall be responsible for any and all refund of deposits to said renters and loss of income to UAGC.

THEFT

UAGC shall not be responsible for losses by Renter, its agents, employees, guests, or invitees occasioned by theft or disappearance of equipment or other personal property.

POLICIES

Renter and its guests, attendees, and providers must abide by the laws and regulations of the Utah State, County, City and Sugarhouse Park Authority including the prohibition of smoking and alcoholic beverages. Follow all CDC and State Health Department guidelines.

UAGC has the right to refuse entry or service to and remove from the Premises any person it deems to be behaving in an improper or abusive manner without liability.

INDEMNIFICATION

Renter agrees to conduct its activities upon Premises so as not to endanger any person thereon. Renter shall indemnify, defend, and hold harmless UAGC, its officers, directors, representative, agents, employees, and divisions from all demands, claims, suits, actions, costs and expenses. This indemnification shall include without limitation, attorney's fees, court costs, expenses and liabilities actually incurred in defense of a claim action or proceeding, including appeal, settlement or defense. Renter shall indemnify UAGC from liability resulting from injuries or death to any persons or property damage or loss by UAGC or any persons, howsoever cause, during the period in which this Contract covers the use of the rented space, or occurring as a result of the use of such space during the agreed period provided.

Renter further shall indemnify and hold harmless UAGC and its officer from and against all claims whatsoever with respect to a violation of any law, rule, regulation, statute or ordinance.

By signing below, Renter acknowledges that he/she has read and agrees to abide by all above terms and conditions.

Accepted this ___ day of _____, 20__

Renter _____

Address _____

Phone: Home _____ Cel. _____ Work _____

Accepted by UAGC Representative

This day _____

Phone _____