



INDEMNITY AND HOLD HARMLESS AGREEMENT

_____ agrees to indemnify and hold harmless the Town of Garden City, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of the use of Garden City property.

- (1) for bodily injury, illness, or death, or for property damage, including loss of use, and
- (2) caused in whole or in part by any negligent act or omission, or that of anyone employed by them or for whose-acts may be liable.

Name: _____

Address: _____

Phone: _____

E-mail: _____

Name of room or building requested: _____

Date of Reservation: _____

Time of Reservation: _____

Type of Event: _____

Amount of Payment: _____

Will you be having alcohol? _____

I understand that Garden City does not sponsor any rental. I agree to the requirements of the rental agreement.

Signature: _____

Date: _____

Return this signed application and two checks (deposit & Use fee) to:

The Town of Garden City

PO Box 207

Garden City, Utah 84028

I, _____ acknowledge receipt in good Condition of all Garden City property rented by me. I understand that I will be responsible for damage created by my group but will not be responsible for previous damage as listed below and certified by the building attendant.

Signature of Renter

P.O. Box 207 • 69 North Paradise Parkway • Garden City, Utah 84028
Phone: (435) 946-2901 • Fax (435) 946-8852
Email: townofgardencity@gmail.com • Website: www.gardencityut.us

GARDEN CITY RENTAL APPLICATION

BOOKING GUIDELINES: USE OF THE FACILITIES ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Space will be booked only when a completed, signed and approved application is on file.
2. Rental fees and deposits are due when the space is booked.
3. Deposits are required.
4. Rentals are only allowed to persons 18 years of age or older.
5. The right to revoke permission for use of any facility at any time is retained by the Garden City Town Council.
6. The Garden City Town Council may terminate any special event activity when it is necessary for the safety and enjoyment of the public; for the protection of resources, or for violation of any rules and regulations of the Town of Garden City or deemed necessary in the public interest. No liability will be incurred by the Town, its agents or employees, by reason of such termination, and no rebates or refunds, or fees, rents or deposit will be made solely because of such terminations.
7. Renter shall not assign or sublease any portion of the premises, or any rights under this permit without prior approval from the Town Council. Any such assignment or sublease shall be void and the Town Shall have the right to exclude any and all persons from the facility attempting to exercise any rights or privilege under such assignment or sublease.
8. Events which include sales on public facilities or admission charges shall require Town Council approval.
9. Any event which may result in an infringement right (copyrights) will be the sole responsibility of the renter. Renter agrees to assume the defense and indemnify and hold harmless the Town of Garden City, its officers and employees from every expense, liability or payment including attorney's fees by reason of infringement of any copyrights.
10. **Cancellations:** Rental fees/deposits are 100% refundable 30 days prior to reservation, 50% of fees will be refunded between 29 and 7 days prior to the reservation. No fees will be refunded 6-0 days prior to reservation. **Bowery Rentals are non-refundable.**
11. Reservations will be taken in person or over the phone January 4th - December 30th for the SAME calendar year. No reservations will be taken by voicemail or email.

ROOM USE GUIDELINES: USE OF THE FACILITIES ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Renter must set up and remove any chairs, tables and equipment used in their room. If renter needs assistance setting up or taking down tables and chairs, please check with Property Manager. This service can be provided at an additional charge. Check with staff if you need special assistance.
2. Attendance will be limited to the occupancy load of the facility as established by the Town Fire Chief.
3. Entrance to the facility is allowed at the time specified on the approved applications and users are also expected to leave at the time specified. The specified times should include time necessary to prepare for the activity and the time for the user to clean up. Renters of the Bowery must clean up trash and take all trash bags to the dumpsters at the rear of the park.
4. Renter shall leave all facilities in a clean and orderly condition. If the facility or area is not clean and orderly upon your arrival it should be brought to the attention of the Property Manager.
5. Smoking is not allowed in the Town public buildings or entrances/exits adjacent to said facilities.
6. Renter shall not drive any nails, screws, tacks or pins or other objects into the floor, walls, ceilings, partitions, doors, door casings or windows.
7. Alcohol use is only permitted if the alcohol is brought in and not sold at the facilities. An extra \$100 will be included in the rental fee to cover insurance costs. A fine of \$100 will be imposed if alcohol is consumed on the premises without prior acknowledgement and appropriate fees paid.
8. Pets are prohibited, except for service animals.
9. Sound amplification shall require the approval of Town Council.
10. Candles are not permitted.
11. At no time shall exits be covered or obstructed.
12. Authorized representatives of the Town of Garden City shall have the right to enter the facilities and all parts thereof at any and all times during the scheduled event.