



EAST CARBON CITY PARK/PAVILION

SPACE RENTAL AGREEMENT SPACE RENTAL AGREEMENT

This space rental agreement ("Agreement") is made between East Carbon City, a Municipal Corporation (hereinafter referred to as "City") and _____

(hereinafter collectively referred to as "Renter") for the purpose of renting space at the Sunnyside, Viking, Columbia, and 8th west park.

The parties agree to be bound by the following terms and conditions:

1.1 Payments and cleaning deposits are due at the time of application signing.

1.2 Payments will be paid to:

East Carbon City

101 West Geneva Drive

East Carbon, Utah 84520

2. USE:

2.1 The property shall be used appropriately and legally.

2.2 The common areas within the parks may be used for purposes related to the rental, but no events, gatherings, or activities shall be held in the common area.

2.3 Renters will be responsible for checking and emptying garbage cans in area used, flushing toilets, and ensuring the reserved area has been checked and cleaned by renters.

2.4 No dyes, paint varnishes, paint removers or other hazardous or caustic substances in the pavilions.

2.5 Facility is left clean and undamaged.

3. ASSIGNMENT AND SUBLETTING

3.1 Renters shall not assign this agreement or sublet any portion of the premises without receiving prior written consent from the city.

4. ORDINANCES AND STATUTES

4.1 Renter shall not use said premises for any unlawful or immoral purpose. Renter shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force. or which may hereafter be in force pertaining to the use of the premises. Renter agrees that the covenant contained in this paragraph, once breached, cannot afterward be performed and, in case of breach hereof, unlawful detainer proceedings may be commenced at once without any notice to Renter whatsoever.

5. MAINTENANCE, REPAIRS, OR ALTERATIONS

5.1 Renter acknowledges that the premises are in good repair, except as herein otherwise specified, and that no representations as to the condition or repair thereof have been made by the City or City's representative, prior to or at the execution of this agreement, that are not herein expressed.

5.2 City shall have ready in advance and maintain the exterior and interior of restrooms and common areas in a clean, sanitary and safe manner including all lights, doors, garbage containers, and parking areas.

5.3 Renter shall, at their own expense and always maintain their rented areas in a clean, sanitary and safe manner.

6. INSURANCE

6.1 Renter shall obtain and pay for any insurance coverage Renter deems necessary to protect Renter and Renters property including personal property on the premises, as to which the risk of loss shall be borne by Renter.

7. INDEMNIFICATION

7.1 Renter shall indemnify, defend and hold City harmless from and against all expenses, liability and claim for any damage or loss to Renter's property or injury to the Renter or any other person occurring on the premises, or any part thereof, or in common areas thereof. Renter agrees to hold City harmless for any claims from damages no matter how caused, except for injury or damages for which City is legally responsible.

8. DEFAULT

8.1 Any failure by Renter to pay rent in full when due, or perform any term hereof, shall, at the option of the City, terminate all rights of Renter hereunder.

8.2 In the event of a default by Renter, City may elect to:

8.2.1 Continue the agreement in effect and enforce all its rights and remedies hereunder, including the right to receive the payment as it comes due, or

8.2.2 At any time, terminate all of the Renters rights hereunder and recover from Renter all damages that the City may incur by reason of the breach of the agreement, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Renter proves could be reasonably avoided.

9. FORCE MAJEURE

9.1 Except as otherwise expressly provided in this lease, if the performance of any act required by this lease to be performed by either City or Renter is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, acts of war or inability to secure materials, restrictive governmental laws or regulations, or another cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a peiroad equivalent to the peiroad of delay and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by Renter as required by this lease or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

10. WAIVER

10.1 No failure of City to enforce any term hereof shall be deemed a waiver of future enforcement of any provision of the Agreement, nor shall any acceptance of a partial payment of rent be deemed a waiver of City's right to the full amount.

11. SEVERABILITY

11.1 If any term, provision, covenant or restriciton of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants and restrictions of the agreement in full force and effect and shall in no way be affected, impaired or invalidated.

12. ATTORNEYS FEES AND COLLECTION COSTS

12.1 In the event that the City shall prevail in any legal action brought by either party to enforce terms hereof or relating to the demised premises, City shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

13. FORUM SELECTION

13.1 City and Renter agree that if any dispute is submitted to a court for resolution, the laws of the State of Utah shall apply, and such legal proceedings shall take place in the county in which the rental property is located.

14. ENTIRE AGREEMENT

14.1 The foregoing, along with the exhibits mentioned in this paragraph, constitute all agreements and conditions between the parties hereto, and no additions or changes shall be binding unless in writing and signed by both parties.

FEES:

Daily cost 25\$.

Deposit (refundable) 50\$.

15. SIGNATURES

Renter Info:

NAME _____

ADDRESS _____

PHONE _____

RENTER SIGNATURE

DATE _____