

FACILITY RENTAL AGREEMENT

The proponent agency is NGUT-SMD.

Contract Number

This Agreement, entered this _____ day of _____, 20 _____, by and between the Utah National Guard (Guard), and _____, (Renter), for the use of Guard facilities is made in accordance with the following terms:

Guard Facility Location: _____

Purpose: _____

Date and time: _____

Fee: \$ _____ Deposit: \$ _____ Date Paid: _____

SCHEDULE OF FEES. Computation of time will begin when Renter enters the building, other than initial walkthrough prior to an agreement, and will end when Renter vacates the facility after clean up. The following rent will be charged for all armories except the Draper Complex.

| | <u>Organization or Groups</u> |
|------------------------|---------------------------------------|
| (1) Rental Fee | \$25.00/hr and \$100 security deposit |
| (2) Security Attendant | \$15/hr |

HOURS. Rentals during the host unit's normal work hours must be compatible with those hours and shall not create a distraction to the normal working environment.

FACILITIES AVAILABLE FOR RENT. Rent includes the drill floor area and kitchen. Rental of classrooms only is not authorized. Parking lots and lawn areas are also included. Utah National Guard activities will have priority in scheduling. The senior full-time support person reserves the right to deny rental, or increase the deposit fee, if any Renter has demonstrated a propensity for failing to leave the premises clean and in a good state of repair.

DEPOSIT. Renter agrees to be responsible for the facility during the rental period. Renter agrees to keep said premises in good condition, fair wear and tear and damage by the elements excepted. A cleaning deposit minimum of \$100.00 shall be required prior to the rental. The deposit will be returned to the Renter if the facility is left clean and without damage. If the rented facility is left dirty, cluttered, or damaged, the deposit will be forfeited by Renter. The deposit will be applied to the costs of cleaning, and/or repair. If the rental results in a requirement for an extra garbage pickup, it will be the responsibility of Renter to pay for the additional pickup fee.

ATTENDANT. All Renters, other than Utah National Guard members, agree to employ a security attendant. The security attendant must be a member of the host unit. The Renter agrees to pay a fee of \$15.00 per hour directly to the attendant. This fee is in addition to the rent. An additional security attendant, at additional cost, must be employed when the anticipated attendance exceeds 300 persons at one time. Rental activities conducted entirely during the host unit's normal work hours do not require a security attendant.

UNAUTHORIZED RENTAL ACTIVITIES. Renter agrees not to use the facility for any of the following: Weddings, Gun shows, Auctions, unless Renter can verify in writing that the activity complies with state, county, and city ordinances (Physical proof of a bond is required), and Partisan political activities.

SMOKING AND CONSUMPTION OF ALCOHOL. The consumption of alcoholic beverages and smoking in Utah National Guard facilities is strictly prohibited.

FACILITY RENTAL AGREEMENT CONT.

AMERICANS WITH DISABILITIES ACT. The Renter agrees to be responsible for ensuring compliance with the Americans with Disabilities Act, 42 USC 12101, et seq, during the period the Utah National Guard facility is rented.

INDEMNIFICATION. The Renter agrees to indemnify and hold harmless the Utah National Guard from any loss, liability or cost incurred or assumed by said Renter in connection with the payment to a third person. The Renter also agrees to indemnify and hold harmless the Utah National Guard from any loss, liability, cost or damage incurred by the Renter by reason of the Renter's use or occupation of the facility.

INSURANCE. Renter agrees to provide proof of liability insurance, or self insure, the activity and for necessary security and control personnel.

SAFETY. All outside exit doors, (i.e., main front doors, back access doors), not having fully operational panic hardware, shall be left unlocked during any period the armory is rented or utilized by outside organizations. This is required to comply with current fire safety codes. The senior full-time support person shall request that local fire departments determine the maximum number of people each armory can safely accommodate. This number will be posted in the assembly areas. The Attendant must have access to a phone in case of emergencies.

WAIVER. The failure of Guard to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them shall not constitute or be construed as a waiver or relinquishment of Guard's right to thereafter enforce any such terms, covenants, agreements or conditions but the same shall continue in full force and effect.

LOCAL LAWS. Renter agrees to comply with all rules, laws, ordinances, regulations and requirements of the city, county, state, and United States, and their respective authorities.

ATTORNEY FEES AND COSTS. Renter agrees to pay and discharge all costs, attorney fees and expenses that shall arise from enforcing the terms and conditions of this contract.

PAROL EVIDENCE. It is understood that Renter has read the foregoing contract and understands the contents thereof, and that there are no verbal covenants or agreements.

ENTIRE AGREEMENT. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement.

FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

Entered and executed on the above date

RENTER SIGNATURE

GUARD REPRESENTATIVE SIGNATURE

RENTER NAME (PRINTED)

GUARD REPRESENTATIVE NAME (PRINTED)

RENTER ADDRESS

STATE FINANCE DIRECTOR SIGNATURE

RENTER PHONE

Send to: Utah National Guard
ATTN: SMD
12953 Minuteman Drive
Draper, UT 84020