



Salt Lake County Parks and Recreation

6351 South 900 East, Salt Lake City, Utah 84121
 Phone: (801)264-2241 Fax (801)264-2213 www.wheelerfarm.com

FACILITY RENTAL AGREEMENT 2008/09

<input type="checkbox"/>	<u>Facility*</u>	<u>Date/Time Of Event</u>	<input type="checkbox"/>	<u>Facility*</u>	<u>Date/Time Of Event</u>
<input type="checkbox"/>	Activity Barn	_____	<input type="checkbox"/>	North Lawn #1	_____
<input type="checkbox"/>	Ice House	_____	<input type="checkbox"/>	Central Lawn #2	_____
<input type="checkbox"/>	Birthday Party	_____	<input type="checkbox"/>	South Lawn #3	_____
<input type="checkbox"/>	The Stage	_____	<input type="checkbox"/>	Pavilion #4	_____
<input type="checkbox"/>	The Entire Farm	_____	<input type="checkbox"/>	5k Run	_____
<input type="checkbox"/>	Other (Explain)	_____	<input type="checkbox"/>	Camping	_____
<input type="checkbox"/>	_____	_____			

*For description of facilities and prices, refer to Facilities/Pricing.

This agreement, made and entered into on _____ (today's date), by and between Wheeler Historic Farm and Salt Lake County Parks and Recreation hereinafter known as Lessor and

Name:

(Name of Organization or Group)

Phone :

Address:

City, State, Zip:

Contact Person:

(Responsible Person)

Phone:

Herein referred to as "Lessee".

1. Lessor, in consideration of the covenants made by Lessee herein, hereby leases to Lessee for use by said Lessee only that portion of the Wheeler Historic Farm described and only on the date(s) noted above.
2. **Fees:** Lessor, upon payment of the rental fee, a decorating fee (if applicable), a cleaning deposit, and a security deposit agrees to permit Lessee to have exclusive use of the space described above. NOTE that the Activity Barn has some shared use rates available. (Refer to Facilities/Pricing, for more detailed information).
3. **Security Deposit:**
 In order to secure a reservation, all rental groups will be charged a non-refundable security deposit of 25% of the total rental fee which is required at the time that the reservation is made. This deposit will be applied to the rental fee.
4. **Cleaning Deposit:**
 - In addition to the rental fee, a cleaning deposit will be charged to all groups. This deposit is intended to cover any necessary clean up of the facilities after the event as well as any damages that may have occurred.
 - Lessees agree to reimburse Wheeler Historic Farm for any damages not fully paid with the deposit.
 - Automatic forfeiture of the deposit will occur under the following conditions:
 - ✓ Harassing or in any way harming the animals
 - ✓ Smoking in the building
 - ✓ Alcoholic consumption on the premises
 - ✓ Setting off of fire alarms
 - ✓ Disturbance of the peace (playing music too loud, honking horns, etc.)
 - ✓ Damage to the facilities themselves, equipment, furnishings, or decorations
 - ✓ Any illegal activities

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5. **Reservation Terms:**
 - This signed **Facility Rental Agreement is due within (10) calendar days** after the reservation is made.
 - The **balance of all fees is due no later than thirty (30) days** prior to the rental date. If the balance is not received within the allotted time, Wheeler Historic Farm reserves the right to keep the security deposit, automatically forfeit all reservation rights, and re-open the rental date for usage.
6. **Cancellation:** In the event of a cancellation, Wheeler Historic Farm requires **at least 30 days notice**. Cancellation Made less than 30 days before the scheduled (reserved) event, will result in forfeiture of the security deposit.
7. **Refund Policy:**
 - Refunds for payments made by cash or check will be sent by mail to the addressee of record and will take from **four to six weeks** to process.
 - Refunds for debit or credit card payments (VISA, MasterCard) will be made by reversing the charges on the same card on which payment was originally incurred (Salt Lake County Refund Policy #1210).
 - **Also Note:** As per Salt Lake County Policy and procedures, the Parks and Recreation Division may withhold 25% of the fee for administrative costs. (Salt Lake County Refund Policy #1205).
8. **Minimum Age:** Individuals making reservations must be at least **eighteen (18) years of age** in order to rent any facilities at Wheeler Historic Farm. Proper identification (i.e. valid driver's license, passport, etc.) will be required.
9. **Decorating/set up:**
 - Groups who wish to decorate must do so within their rented time.
 - Damage to the floors due to set up by the renter may result in forfeiture of the deposit
 - Decorations must be free-standing. Nothing may be affixed to the walls, ceiling, windows, doors, lawns, etc.
 - Balloons must be tethered.
 - Balloons left in the rafters - \$10.00 per balloon will be deducted from the cleaning deposit.
 - Fire Code prohibits open flame, candles, hay or other flammable materials.
 - No modifications may be made to any structure, electrical system or equipment.
 - Existing exhibits and displays that are a part of the Wheeler Historic Farm are not to be moved, altered, or changed in any manner.
10. **Hours of Use:**
 - Wheeler Historic Farm facilities are available for use after 9:00AM
 - We ask that you check in at the front desk upon your arrival and meet with our staff (Park Attendant) to go over the set-up guidelines and to make sure the building is clean.
11. **Food/Drinks:** Wheeler Historic Farm and its employees are not responsible for food, drinks, or supplies which are delivered ahead of the scheduled activity or left after the activity.
12. **Smoking:** In accordance with the Utah Indoor Clean Air Act, smoking is not permitted in any of the buildings.
13. **Alcoholic Beverages:** Alcoholic beverages are prohibited per Salt Lake County Code and Ordinances Sec. 86.20.350.
14. **Clean Up:**
 - Unless otherwise agreed upon, lessee is responsible for cleaning all areas used. This includes, but is not limited to:
 - ✓ Removal of decorations
 - ✓ Returning tables and chairs to their original location
 - ✓ Mop floor
 - ✓ Empty garbage cans
 - In the event that the facility was not properly cleaned, Lessee will be billed for time and materials and the amount will be deducted from the security deposit.
 - After the event, and after cleaning is completed, the Park Attendant will inspect the area and sign that the building is clean. Your cleaning deposit refund will be mailed to you.
15. **Building Capacity:** The number of persons attending any function shall not exceed the capacity of the building utilized. (Refer to *Facilities/Pricing*).
16. **Personal Property:** Wheeler Historic Farm assumes no responsibility whatsoever for any property placed in or on said premises by Lessee and or Lessee's guests, and Wheeler Historic Farm is hereby expressly released and discharged by Lessee from any and all liability for any such loss. All personal property must be removed from the premises at the conclusion of the event.
17. **Vehicles:**
 - Vehicles are not allowed on any farm property other than the parking lots (North and South)
 - Vehicle entry onto the farm itself as well as into the camping areas is for loading and unloading purposes only and **must be accompanied by a park attendant.**
 - Campers and RV's can remain in the parking lot by permission only. They are not permitted in the woods.
18. **Fires and Camping:**
 - Open Flames are permitted in the designated fire pit only. No exceptions.
 - All other campfires must be 18" off the ground.

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- Any group leaving their campsite dirty will not be refunded its cleaning deposit. Garbage cans can be found in the park area.
 - During dry seasons when high fire danger exists further fire restrictions will apply.
19. **Curfew and Supervision:**
- Wheeler Historic Farm has a strict evening curfew of 10PM. Quiet time must be observed. We have neighbors – please be considerate.
 - Please be sure to supervise the restrooms. There has been misuse and vandalism in the past.
 - NOTE that any acts of vandalism will be prosecuted to the full extent of the law.
20. **General Farm Safety:**
- You are welcome to roam and see the animals **during daylight hours, (dawn to dusk):** However, be reminded that farm animals are not pets. Some may kick, bite, and peck. For this reason, do not feed the animals.
 - Barbed wire fences can be found throughout the farm. Please avoid contact with them.
 - During the Spring, Little Cottonwood Creek runs high and fast. Be aware of this and your proximity to the creek at all times.
 - There are electric power stations that are fenced by high wooden panels. Please don't play in or around these enclosures.
 - There is no swimming or fishing allowed on the farm.
21. **Bathrooms:**
For overnight camping, the Ice House bathrooms will be open 24 hours. The authorized person will be responsible for keeping the bathrooms clean. These bathrooms will be checked and your cleaning deposit will be refunded by mail if those restrooms meet our standards.
22. **Legal:**
- Lessee agrees to comply with all Federal, State and County laws and will not permit anything to be done on said premises in violation thereof.
 - Violation of any of the terms or conditions of this Agreement may result in immediate termination of this Agreement without notice or refund and Wheeler Historic Farm may pursue all of its rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees.
 - Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold harmless from and against any judgment based on any such claims.

Signatures:

By signing this document, I acknowledge that I have read and understand its contents and agree to abide by the terms therein. I further understand that failure to abide by these terms and conditions may terminate this reservation.

<hr/> Lessee (Organization Representative)	<hr/> Date
<hr/> Lessor (Wheeler Historic Farm Representative)	<hr/> Date