



# Day Barn Indoor Pavilion Rental Agreement

Rental Fee	\$ _____
Deposit	\$ _____
Total	\$ _____
Receipt #	_____
Key Out:	_____
Key #:	_____
Key in:	_____
Refund Date	_____
Receipt #	_____

City of Draper

Name of PERSON making reservation: \_\_\_\_\_

Agency/Business: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_ Attending number: (max. 100 per fire code): \_\_\_\_\_

Email: \_\_\_\_\_ Type of Event: \_\_\_\_\_

Reservation Date: \_\_\_\_\_  9:00am– 3:00pm  4:00pm-10:00pm  All Day

**Weekday (Monday-Thursday) rentals may be reserved for ½ day block or all day, however, weekend (Friday-Sunday) rentals may only be reserved for one all day block. Prices vary for weekday and weekend rentals (see below).**

**Rental (each block)/Deposit fees:** \* Weekdays (M-Th) **\$175** for Draper resident/business or **\$225** for non-resident/business \* Weekends (F-Sun) **\$400** for Draper resident/business or **\$500** for non-resident/business \* Plus **\$200** Refundable Security Deposit

Reservations are able to be made 12 months in advance of your scheduled date. **Reservation fees** plus the **\$200 security deposit** are required to be paid by **Credit Card, Cash, or Check**. Please see below for cleaning requirements. Each renter is required to come into the Parks and Recreation Office and pick up the facility key and agree to:

1. Facility key must be picked up on the morning of your reservation, only. If your rental falls on a Saturday, Sunday, or a holiday, you must pick up key the business day prior to your reservation.
2. Facility key must be returned the next business day between 8:00am & 5:00pm (M-F) after your rental date. Keys may be returned to drop box no later than 5:00pm, business day after reservation.  
A \$50 late fee will be charged and/or deducted from security deposit if key is not returned on time.
3. **Renter will only have access to the Facility during reservation date and block listed above. Accessing the facility before or after your reservation date and block will not be permitted.**
4. Facility must be left in a clean manner including but not limited to: a. trash removed from inside of facility & placed in outside metal trash container, b. all items brought into facility must be removed, c. all tables & chairs must be wiped clean, folded down, placed on storage racks, & returned to storage shed, lock shed d. floor swept clean & mopped, e. any spills or messes should be cleaned from floor and/or other parts of facility, f. ceiling fans, lights, heaters, & sound system must be turned off, g. any damages must be reported to the Recreation Department the day of your rental, h. inspection sheet must be completed & left inside the facility for inspector, i. all doors must be locked from inside & checked from outside before leaving. g. and renter must be completely out of facility at the scheduled time.

**Failure to follow these rules may result in loss of some or all of your deposit.**

\_\_\_\_\_ I understand when keys must be picked up & returned & that I am only to enter the Facility during my reservation.

\_\_\_\_\_ I understand the rules listed above regarding cleaning of the Facility & how it should be left after my rental.

\_\_\_\_\_ I understand that the loft is not accessible and will not be used at any time.

\_\_\_\_\_ I understand the refund policy listed on the other side of this agreement and that it must be made at least 45 days prior.

\_\_\_\_\_ I understand that NO REFUNDS are given due to inclement weather or personal schedule changes.

\_\_\_\_\_ I understand that NO SMOKING and NO ALCOHOL are allowed in City parks and facilities.

\_\_\_\_\_ I understand that NO thumb tacks, staples, nails, glue, tape, etc. are to be used anywhere on wood finish or floor.

\_\_\_\_\_ I understand the sound system/speakers are NOT guaranteed and if not working, Draper City shall NOT be contacted.

\_\_\_\_\_ I understand that amplified sound is allowed to be broadcast inside the Facility only.

\_\_\_\_\_ I understand that private attractions, bounce houses, water slides, dunk tanks, mechanical bulls, etc. are not allowed.

\_\_\_\_\_ I understand that I am not permitted to sell any goods/items without proper permission and licenses.

\_\_\_\_\_ I will follow all CDC guidelines for social distancing, including no more than 50 people, in total, in attendance.

\_\_\_\_\_ I have read, understand, and agree to all the rules and policies of this agreement including the refund policy.

Signature of Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Draper City Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **RULES AND POLICIES**

**Reservations must be made either in person or online.** No mail-in or telephone reservations will be accepted. Reservations may be made up to 12 months in advance and a minimum of 5 (five) business days from your rental date. Fees must be paid in full, including the deposit, at time the reservation is made. Reservations are for the specified time and date indicated only.

Play areas, basketball, volleyball, tennis courts, ball field and all park amenities are not included in rental & must remain open to public access.

**Hours:** All Parks close at 10:00pm. Parks hours are from 9:00 am to 10:00 pm.

**Rental blocks for the Day Barn are:** 9:00 a.m. - 3:00 p.m. or 4:00 p.m. - 10:00 p.m. for Weekdays (Monday - Thursday) and 9:00 a.m. - 10:00 p.m. for Weekends (Friday - Sunday). **Modifications to block hours cannot be made.**

**Cleanup:** Please follow the cleaning guidelines listed on this contract as well as the inspection sheet, and posted cleaning check-list hanging in the Facility. User shall leave the Facility in a clean and orderly condition. All trash shall be disposed of properly and all equipment shall be returned to its designated location. Failure to properly clean the facility after use will result in a forfeiture of cleaning deposit and the perpetual suspension of reservation privileges in the future.

**Cleaning Deposit:** The Facility will be inspected immediately following your reservation and the refund process will begin the following week. If paid by check/cash, the refund will be mailed to the address listed and will take up to 10 days to be processed. If paid by credit card, it will be refunded to your account. You are responsible for additional fees if damages are incurred during rental.

**Refunds:** **50% of reservation fee will be charged on all cancellations or changes made at least 45 calendar days prior to reservation date, no exceptions. Reservations cancelled or changed less than 45 calendar days prior to reservation date will forfeit 100% of reservation fee, no exceptions. Security deposit will be refunded on all cancellations. No refunds will be given for inclement weather.**

**Supervision:** User shall be responsible for providing adequate supervision of all participants, invitees, employees, and users of the Facility as permitted herein and shall comply with all the provisions of this agreement including without limitation provisions regarding use of the facility by minors. User shall designate at least one additional responsible adult(s) for every 10 people in attendance at any activity for which the facility is reserved to act as supervisors. All such supervisors shall identify themselves as authorized supervisors to Draper City upon request prior to the use of the facility by the user.

**Damage:** User shall use the facility in a safe, prudent, & responsible manner and only for the usual and intended purpose. User shall be liable for any damage resulting to the facility and caused by either the User or the persons he/she is responsible for supervising.

**General Prohibitions:**

**Do not enter Barn on any day or time other than your specified reservation without consent. If violated, security deposit will be forfeited.**

No Smoking or alcohol allowed in Draper City Parks and facilities.

No candles with flames. Battery operated candles allowed.

No gambling, fighting, quarreling or use of profane language permitted.

No soliciting or sale of merchandise, raffle tickets or any services prohibited in Draper City parks without a license.

No vehicles are allowed to drive or park on the grass or enter any area other than the parking lot.

All City and State laws must be followed.

**Permit Requirements:** Additional permits may be required. All permits must be with a responsible person at the Facility during the reserved activity.

**No Sponsorship:** Unless otherwise agreed in writing, User shall not represent or imply that Draper City in any way sponsors, supports, or endorses the activities for which the facility is to be used.

**Assignment:** Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, signed by the parties and attached hereto. User shall not assign or transfer any rights under this Agreement.

**Default:** In the event User defaults in any of the covenants contained herein, Draper City may retain the full amount of any deposit as liquidated damages and/or cancel Users right to the use of facilities. Alternatively, Draper City may take other appropriate legal action necessary to remedy any default by User. Draper City reserves the right to cancel User's right to use the facilities at any time when deemed necessary for the best interest of Draper City. In the event of legal action, the defaulting party shall pay all costs and expenses, including reasonable attorney fees incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

**Indemnity Clause:** User agrees to assume the risk and to waive and release any and all claims it may have against Draper City and its officers, employees, agents, assigns, and sureties, for any damage, injury, loss, or expense, including attorney fees, arising out of or by reason of its use of the facility.

**Integration Clause:** This Agreement contains the entire understanding between parties with respect to the subject matter herein and supersedes all prior written and oral agreements and representations pertaining hereto.

**Compliance with Regulations:** User shall obey all directions and instructions from authorized Draper City personnel and all applicable rules and regulations of Draper City regarding the use of the Facility.

**Contact:** Questions call **801-576-6570** for the Recreation Department **before 5:00 pm on weekdays (Monday-Friday)**. After hours (**after 5:00 p.m. on weekdays or on weekends**), call **801-831-7194** for the Parks Department on-call staff. For emergencies, call Draper City Police dispatch @ **801-840-4000**.