

Please review Rental Contract then complete last page and return to Facility Coordinator. The return information is located on the last page. Thank you.



MINERS HOSPITAL COMMUNITY CENTER RENTAL CONTRACT

The Miners Hospital Community Center is a public facility owned and operated by Park City Municipal Corporation and is administered by the Facilities and Special Events Department of Park City. The Facility serves individuals and community organizations by making meeting space, performance, lecture and reception space available for rent and will also host exhibits, education programs and a variety of events for the community. The Renter understands that the Facility is a historic building and agrees to respect the grounds, building, furnishings, and equipment.

<u>Rental Fees</u>	<u>Park City or Snyderville Basin Resident*/ Non-Profit Group</u>	<u>Non-Resident/ Commercial Use</u>
Single Level		
First hr./additional up to 3 hrs.	\$25/\$16	\$42/\$25
Half-day (4 hrs.)	\$67	\$101
Whole day (9 hrs.)	\$126	\$185
Entire Building		
Two hrs. minimum	\$101	\$185
Half day (4 hrs.)	\$168	\$294
Whole day (9 hrs.)	\$210	\$336
Special Events**		
Entire building, whole day	\$673	\$925

*A Snyderville Basin Resident is defined as a resident or business that is located within the boundaries of the Park City School District and Park City Fire District.

** A Special Event is any event using the entire building for the whole day where the Renter is provided with additional time for set up and clean up and the attendance is in excess of 50 guests.

Rental Fees Include

- Use of the Main Floor, Basement, Second Floor, and/or Attic areas of the Facility as specifically indicated below in this Contract.
- Use of the rented area during the times indicated below in this Contract. For whole day, nine (9) hour rentals, the rental is from 8 A.M. to 5 P.M.
- Use of tables and chairs.
- Use of the microwave and fridge in the kitchen.

Payment Schedule

- All fees are to be paid in advance.
- Full payment of all fees and deposits for whole day, half day, and hourly rentals are due two (2) weeks prior to the facility rental.
- Full payment of all fees and deposits for Special Events are due thirty (30) days prior to the date of the event
- Park City reserves the right to revoke this Contract if the balance is not paid when due.

Cancellation Policy

- For two (2) hour reservations for the entire building, a twenty-five dollar (\$25.00) handling fee will be charged for cancellations received less than one week prior to rental.
- For half-day reservations, a fifty dollar (\$50.00) handling fee will be charged for cancellations received less than two weeks prior to rental.
- For whole day reservations, a seventy-five dollar (\$75.00) handling fee will be charged for cancellations received less than two weeks prior to rental.
- Changing a date is treated as a cancellation and rebooking, therefore the above penalties will apply.

Clean up and Damage Fees

- Renter will be held responsible for the behavior of their guests and all their vendors. If the Facility is not left clean and undamaged the Renter will pay all costs of clean up and repair. Costs will be taken from the damage deposit and Renter shall be responsible for any outstanding balance.
- The damage/cleaning deposit, minus any necessary deductions for damaged property or clean-up if the facility is not left in a satisfactory condition, will be returned within two (2) weeks of the event. If any part of the deposit is withheld, an explanation will be sent two (2) weeks after the scheduled event.
- A fifty dollar (\$50.00) damage/cleaning deposit is required on all whole day rentals and non-special events that involve food &/or beverage, that is fully refundable if the facility is left in satisfactory condition.
- A one hundred and fifty dollar (\$150.00) damage/cleaning deposit is required on all Special Events rentals, **The entire amount is refundable if the facility is left in satisfactory condition.**
- Renter agrees to promptly call building maintenance at **435.714-2385** should any problem arise with the facility during the rental period. If it is found that the cause of the problem is the result of Renter's, its agents', vendors' employees' licensees', permittees', contractors' subcontractors' or invitees' conduct, Renter agrees to pay an hourly charge of twenty dollars per hour (\$20.00/hr.), with a two (2) hour minimum for maintenance services.

Before the Event

- Renter agrees to obtain any required permits, business licenses or liquor licenses that may be required for the event. Any concession sales must receive written, advanced approval from the Facilities Manager for the City.
- Renter shall obtain "Entry Instructions" from the City.
- No property may be delivered to the Facility prior to Renter's scheduled set-up time

During the Event

- Attendance Control.** Renter will be responsible for ensuring that the occupancy limit is not exceeded. **Total occupancy limit is 163.**

ROOM	CAPACITY
ATTIC	25
2 ND FLOOR	49
MAIN	49
BASEMENT	40

- Music.** Park City Municipal Codes prohibit any amplified music outside the Facility. Your event will be cancelled for violation of this code.
- No candles,** fireworks, fires or charcoal or gas barbecues of any kind are allowed.
- No pets** or animals of any kind are allowed without prior written consent of the Facilities Manager for the City. Service animals will be allowed where appropriate.

After the Event

- Clean up should be completed by the Renter immediately following the event.
- The facility should be left in broom-clean condition.
- Renter is responsible for bagging and removing all trash. There is a dumpster located behind the building for your convenience.
- Furniture, tables, chairs, plants, etc. all returned to their original positions as shown on the furniture map posted on the announcement board on the Main Level.
- Renter agrees to return thermostat to 65 degrees.
- All lights should be turned off and all windows closed prior to vacating the facility.
- Renter must remove ALL event materials AND VACATE FACILITY by the end of the rental period (by midnight the evening of the event in the case of a Special Event unless specific arrangements have been made with the Facility Manager). Renter will be charged an overtime charge of \$50/hr if these arrangements are not kept.
- The City will not be held responsible for any items left behind by the Renter.

Other Policies

- Enforcement of “No Smoking”.** The Miner’s Hospital is a municipal building, and is therefore subject to the state laws prohibiting smoking in public buildings. Renter will be responsible for any violations of the no smoking ordinance during the rental period.
- Loss, Theft, or Property Damage.** The Renter assumes liability for loss, theft and property damage or personal injury and shall be responsible for the payment of any and all damage to the area of use of the building, furnishings, fixtures or equipment, whether caused by the Renter, the Renter’s exhibitors, guests or contractors. The Renter is liable regardless of whether the Renter discloses the lock box and/or alarm codes to any other person.
- Properly Securing the Facility.** Renter agrees to properly secure the facility by making sure the stationary side of the front door is properly secured and the alarm is activated pursuant to the Entry & Care Instructions). If the alarm is tripped during the rental period, the Renter will reimburse Park City the cost of any services provided in response to the tripping of the alarm.
- Children under 18 years of age.** Given the historical nature of the Facility and its inherent peculiarities and value, as well as the value of the facility's contents, no child should be unattended in the facility for any reason and for any time whatsoever. An adult must accompany any groups or individuals under the age of 18.



No Endorsement. Permission to meet in the Facility in no way constitutes endorsement by Park City Municipal Corporation of the policies or beliefs of the organization or individual(s) using the facilities. No advertisement or announcement implying such endorsement is permitted.

- The Renter further agrees that it will exercise reasonable care and will NOT:
- a. Leave the Facility unlocked and unattended at any time.
 - b. Damage or disturb any landscape.
 - c. Damage or deface any structure or property.
 - d. Disturb, deface, remove or relocate art work or any other property within Facility.
 - e. Allow noise levels to exceed those permitted by the City ordinances and State law.
 - f. Allow smoking inside the facility at any time.

 - g. Allow pets inside the facility at any time, with the exception of seeing-eye dogs or prior consent by Facility Manager.
 - h. Use germinating seed to toss at Wedding Receptions. The City's Parks Department spends a great deal of time on the landscaping for this Facility and to mix germinating seeds with their landscaping plan would cause a problem.

The Renter agrees that should any questionable circumstance arise during the event, the representative of the City shall be the final arbiter. The City reserves the right to stop functions that violate the terms set forth in this Contract. Under those circumstances, visitors may be asked to leave the premises, and the rental fee will be forfeited.

Governing Law and Indemnification

The Renter, its agents, vendors, employees, licensees, permittees, contractors, subcontractors and invitees shall comply with all applicable laws, ordinances, and statutes, regulations, permits and licenses of Park City Municipal Corporation, State of Utah, and the United States applicable to the use of the premises and to pay any taxes or fees that may be imposed by law in connection with the use and occupancy of the facility.

The Renter shall hold harmless, defend and indemnify the City and its officials, employees and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses, including, but not limited to the attorney's fees, because of bodily injury, sickness, disease or death or injury to or destruction of property or any other injury or damage resulting from or arising out of (a) performance or breach of this Rental Contract by the Renter, (b) the Renter's use of the Facility or property adjacent thereto or (c) any act, error, or omission on the part of the Renter, or its agents, vendors, employees, licensees, permittees, contractors, subcontractors and invitees, except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the City and its officials, employees and agents.

Insurance

Event liability coverage is the Renter's responsibility. The commercial Renter may be required to secure Commercial General Liability insurance with limits of at least \$2,000,000 and which names the City as an additional insured. The City Attorney's office will determine if insurance coverage is required.



Return information:
PCMC
Attn: Facility Coordinator
PO Box 1480
Park City UT 84060 or
Fax to: 435.658.9070

**MINERS HOSPITAL COMMUNITY CENTER
RENTAL CONTRACT**

Date of Event: _____

Time of Event (start): _____ (end): _____

Area Rented (circle): MAIN FLOOR SECOND FLOOR ATTIC BASEMENT

Name of Renter: _____

E-mail: _____

Phone (work): _____ (cell): _____ (home): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Type of Event: _____

Anticipated Number of Guests: _____

The Renter agrees to pay the rental fee of \$ _____ to the City plus a \$ _____ damage/cleaning deposit.

Is this event open to the public? _____ Is there a cost to attend this event? _____

Will there be amplified music at this event? _____

I have read and agree to conform to and/or enforce the terms set forth in the Rental Contract. As the Renter, I hereby agree to be personally responsible on behalf of myself/my organization for any damage sustained at the Miner's Hospital Community Center caused during my event. This contract is not valid until signed by both parties. All changes to this Contract must be in writing.

I UNDERSTAND AND ACCEPT ALL TERMS OF THIS CONTRACT:

Signature of Renter Print name of Renter Date

Signature of Facility Coordinator Print name of Facility Coordinator Date
or his or her Designee or his or her Designee