



SALT LAKE COUNTY LIBRARY SERVICES

Authorized By:		Salt Lake County Library Services Board of Directors				
Subject:		Viridian Event Center Policy				
Document #	Effective Date	Version #	Revision Date	Page	of	
	6/11/2012	1		1	7	

Policy Statement

In keeping with Salt Lake County Library Service’s commitment to provide relevant services and enrich the lives of members of the community, we provide Viridian Center event space where the public may gather to share ideas and information. Although library sponsored and cosponsored programs have priority over all other room reservations, the library invites groups to use the event center for programs and events. Space is available on equal terms by all individuals and groups regardless of their beliefs or affiliations, as stated in the American Library Association’s Library Bill of Rights.

Please read carefully to fully understand Renter responsibilities.

Definitions

Renter – Individual or group wishing to rent the Viridian Event Center.

Nonprofit – All nonprofits must be registered with the State of Utah and be able to provide a valid 501(c)3 designation.

Viridian Event Center (VEC) – The building located at 1825 W 8030 S, West Jordan provides 15,000 square feet of configurable event space with access to an outdoor amphitheater conceived to accommodate large indoor/outdoor events. (See Viridian Event Center description)

REGULATIONS

1.0 Reservations

- 1.1 Reservations are scheduled on a first come first serve basis within adopted priorities.
 - a. SLCO Library Services meetings and activities and Library co-sponsored events may be booked two (2) years prior;
 - b. West Jordan City and West Jordan City-sponsored meetings and activities may be booked one (1) year prior to the event;
 - c. Salt Lake County meetings and activities may be booked 11 months prior to the event;
 - d. Open reservations for all other renters may be booked nine (9) months prior to the event.

- 1.2 Groups wishing to use the VEC will incur a rental fee and a variety of equipment and service charges based on the needs of the event. (See Rental Fee Schedule)

- 1.3 A person wishing to rent the VEC will submit to the VEC staff a rental application including a detailed description of the proposed use of the VEC before staff approves such use and reservation.
- 1.4 The person reserving the room must agree to the terms and conditions of the use of the space set out in the contract. (See Rental Contract)
- 1.5 The person reserving the room must be at least 18 years old.
- 1.6 Electronic signatures are considered valid.
- 1.7 Reservations may be available when the library is closed. Such requests are considered by the VEC staff.
- 1.8 Staff will provide Renter with a checklist detailing Renter responsibilities such as payments, deposits, permits, catering coordination, insurance, rental equipment, etc.
- 1.9 Multi-day rentals are limited to five (5) consecutive days within a 30-day period.
- 1.10 To provide fair access to all groups, reservations will be limited to ten (10) reservations per year for a non-Salt Lake County Library organization or group. Exceptions to these limitations will require the approval of the VEC staff.

2.0 Non-exclusive Use

- 2.1 Complete privacy within the VEC cannot be guaranteed during public hours.
 - 2.1.2 The attached West Jordan Library and shared lobby are open to the public from 10 am to 9 pm Monday through Thursday and from 10 am to 6 pm Friday and Saturday. Renter agrees not to interfere in any way with the ordinary use by others of any portion of the building or grounds or to interfere with Library business.
- 2.2 The event center shall be governed at all times by VEC authorized management staff.

3.0 Rental Rates/Associated Costs

3.1 Security Deposit

- 3.1.1 A refundable security deposit is due with the return of the contract to secure the reservation.
- 3.1.2 An additional deposit is due for the use of the kitchen. (See Rental Fee Schedule)
- 3.1.3 After the event, VEC staff will apply the security deposit against payment for any damages and any other unpaid charges incurred. The VEC staff will process a refund of any remaining portion of the deposit when conditions of the contract are met.

3.1.4 Staff will provide Renter with a final reconciliation of any charges, fees, etc.

3.1.5 Charges exceeding the amount of the security deposit will be due in ten (10) days of notification by the VEC.

3.1.6 In the event the premises are damaged and prevent other scheduled events from occurring, the Renter shall be responsible for any and all refund of deposits for those events.

3.2 Sums Due and Owing

3.2.1 All sums due to the VEC must be paid 30 days prior to the event.

3.2.2 Any outstanding balance remaining, less the security deposit, will be charged to the appropriate authorized credit card on file or the appropriate authorized direct billing account.

3.2.3 If an amount is invoiced to Renter, it shall bear interest at the rate of 1.5% per month from date due until date of payment.

4.0 Cancellation

4.1 Renter has the right to cancel based on the terms of the contract. (See Rental Contract)

4.2 VEC has the right to cancel based on the terms of the contract. (See Rental Contract)

5.0 Catering

5.1 Food or drink will be allowed within the Viridian Event Center with prior VEC approval.

5.2 VEC does not supply food and beverage catering and requires the use of caterers from an approved list. (See Approved List of Caterers)

6.0 Equipment

6.1 VEC does not supply additional equipment other than what is on site but can suggest local suppliers.

7.0 Security Staffing

7.1 Security needs will be determined at the discretion of the VEC staff and coordinated with Renter. Renter will pay all security costs. (See Rental Fee Schedule)

8.0 Clean Up

- 8.1 Renter agrees to leave VEC as they found it and to remove everything brought into the premises. This includes removal of all trash from tables, chairs, and floors.
- 8.2 Renter will be charged cleanup fees and any additional hours will be documented in the final event reconciliation.
- 8.3 Individuals or groups may only store their property at the event center with prior approval from VEC staff.
- 8.4 If the Renter fails to remove items brought into VEC promptly VEC will remove or dispose of them at Renter's expense.

9.0 Special Conditions

- 9.1 When necessary, the VEC and Renter may agree upon additional special conditions which will become part of the contract.

10.0 Renter Responsibilities

10.1 Decorations

- 10.1.1 VEC reserves the right to approve the location and manner of displaying decorations. Without limitation, the VEC may require the removal of any decorations that do not conform to the following guidelines:
 1. The exhibits, furniture, equipment, personal property, physical improvements, landscaping, on premises may not be moved, rearranged or otherwise disturbed.
 2. Renter may install decorations only in the area rented and in the area(s) approved by VEC.
 3. Potted plants may not be used for decorations.
 4. No signs, banners or displays may be affixed to any wall or structure at the VEC other than as pre-approved by VEC staff.
 5. No tape or other fasteners may be placed on any furniture, fixtures or improvements.
 6. Displays must be soundly constructed to protect persons and property from damage and protected from the elements and vandalism and comply in all respects with all federal, state and City statutes, regulations, and ordinances.
 7. Displays must not obstruct or impede access to and through entrances, exits or passageways. The placement of displays shall be subject to prior approval by VEC staff.
- 10.1.2 If Renter wishes to make electrical or plumbing hookups, etc., such actions must be approved in advance.

10.1.3 Renter will not obstruct passageways, ventilation ducts, lighting, windows, etc. without the prior approval of the VEC staff.

10.1.4 Renter agrees not to have items delivered prior to the scheduled rental period, i.e., floral displays, table decorations, cakes, etc. without prior VEC approval.

10.2 Fire Code

10.2.1 Renter agrees to at no time exceed occupancy limits designated by fire code. Renter is responsible for any fines imposed by the Fire Marshall for exceeding this limit.

10.3 ADA

10.3.1 Groups are responsible for complying with the ADA (Americans with Disabilities Act) and for providing requested accommodations for meetings or programs. A statement regarding the availability of accommodations must be included in all publicity or notices.

10.4 Liability/Damage/Insurance/Indemnification

10.4.1 Renter agrees to liability/damage/insurance/indemnification as stated in the contract. (See Rental Contract)

10.4.1.1 **INSURANCE** Renter agrees to provide commercial general liability insurance in which Renter is named as insured and Salt Lake County is named as an additional insured in amounts stated in the contract. (See Rental Contract)

10.4.2 **DISPUTE** - If there is a dispute involving this contract, the terms of this document and the laws of the State of Utah will be used to resolve the conflict.

10.4.2.1 Groups may appeal first, to the Library Administrator and finally, to the Library Board of Directors.

10.5 The VEC reserves the right to deny use to any group for failure to follow Library rules, to preserve a safe environment or for any emergency which may arise.

10.5.1 Renter will not allow any violations of the law.

10.5.2 Renter will cooperate with and follow the directions of the VEC staff.

10.5.3 If VEC staff believes that an event is becoming dangerous to patrons or is threatening VEC or Library property, VEC staff will ask Renter to rectify the problem.

10.5.4 If the problem is not corrected immediately, VEC staff may close the event and require Renter to leave.

10.5.5 Renter will be responsible for the full payment of the balance due.

11.0 Prohibited Uses

11.1 Events involving the presence or use of any firearms, live ammunition, or hazardous substances are not permitted without prior approval of the Library Director unless otherwise authorized by law.

11.1.1 This restriction is not intended to preclude the use of the facilities by law enforcement personnel in the course of their duties or otherwise in accordance with State law.

12.0 Theft

12.1 VEC is not responsible for any group's equipment, materials or personal belongings damaged or stolen.

13.0 Wireless and Hardwired Internet Access

13.1 Users should consider all unencrypted communications over the VEC wireless network as insecure and available and all content as clear text.

13.2 Although Internet access does not increase the likelihood of acquiring a virus, viruses may be transmitted via e-mail attachments. Users should run and install virus protection programs.

13.3 VEC and Salt Lake County Library Services are not responsible for damage, theft or loss of any kind to a user's equipment, software, data files or other personal property brought into or used in the VEC.

14.0 Event Requirements

14.1 Permits/Licenses

14.1.1 Renter shall obtain and possess all other permits and licenses required for its event.

14.1.2 Renter shall provide VEC with copies of all relevant permits and licenses with the final payment at least Thirty (30) days prior to the event.

14.1.3 All permits and licenses must be in the possession of Renter during the event and must be available upon request by any VEC staff or other jurisdictional authorities.

14.1.4 It is Renter's responsibility to obtain the additional permits and licenses required by all other jurisdictional authorities.

14.1.5 VEC staff will provide a list of other jurisdictional authorities that may require additional permits. The County makes no representation as to the correctness or completeness of this information.

14.2 Alcohol Use

14.2.1 Alcohol won't be served to anyone under the age of 21.

14.2.2 All alcohol permits will need to be arranged through the caterer.

14.2.3 VEC staff reserves the right to ask guests for identification to verify age and to stop the event if regulations aren't being followed.

14.3 Non Smoking Policy

14.3.1 Smoking is expressly prohibited on the property or at the VEC.

14.4 Advertising

14.4.1 Renter shall not distribute, circulate or permit to circulate any advertising materials or programs on or adjacent to the VEC premises without prior review and written approval of VEC.

14.5 Parking

14.5.1 Free parking is available at VEC. VEC does not guarantee a specific amount of parking with the rental.

14.6 Music/Entertainment/Other Contractors

14.6.1 Renter may select the musicians, DJ, photographer, equipment rental company and other contracted vendors, except for caterers, as required for its event and as approved by VEC staff. (See Approved List of Caterers)

Attachments:

Viridian Event Center description

Rental Fee Schedule

Rental Contract

Approved List of Caterers

Adopted by the Salt Lake County Library Board of Directors, June 11, 2012

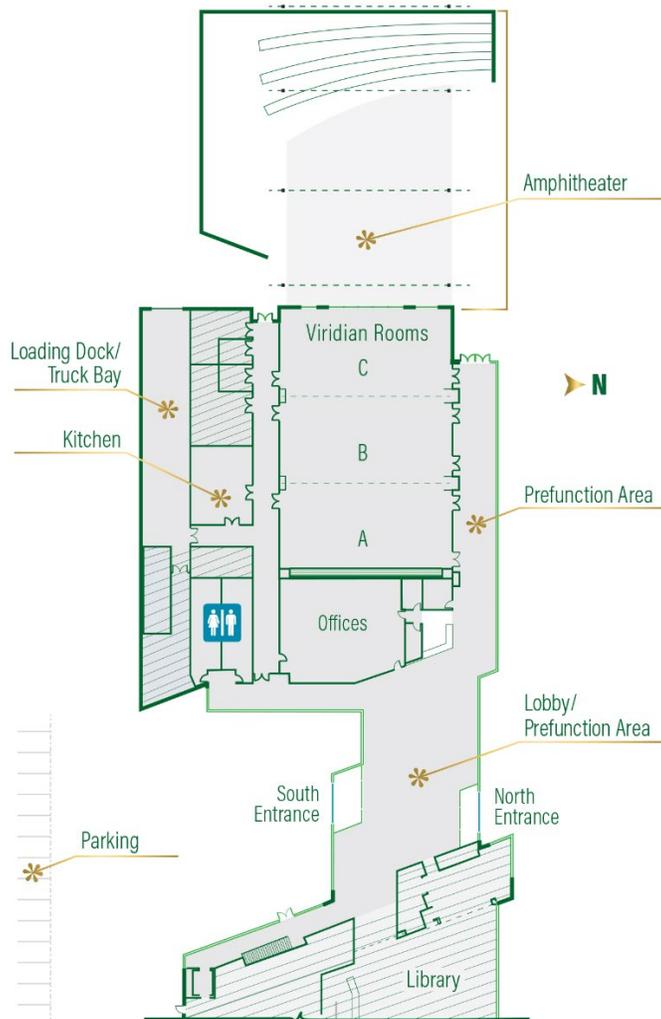
Richard H. Nixon, Library Board Chair

Library's Viridian Event Center Description

The Library's Viridian Event Center is a multi-use event center with a unique layout that offers any number of flexible options and is outfitted with the latest technology.

While the building includes the West Jordan Library and the administrative offices of Salt Lake County Library Services, the Viridian Event Center consists of the lobby (including public restrooms), the pre-function space, event desk, multipurpose room, amphitheater, service hallway, catering kitchen & loading dock.

The large multipurpose room can be divided into two or three sections creating more intimate spaces or left open for larger functions. The building lobby and hallway outside the multipurpose room function as a pre-function space. An outdoor amphitheater is adjacent to the multipurpose space. A 30 foot glass door opens up, connecting the spaces and linking outside and inside performances, presentations and activities.



Room Rates

	VIRIDIAN A, B or C	OUTDOOR AMPHITHEATER
STANDARD*	Hourly Rate \$125 per Room	Hourly Rate \$50
NON-PROFIT*	Hourly Rate \$50 per Room	Hourly Rate \$25

***Four-Hour Minimum:** *Four-hour minimum required of all reservations*
Sundays & Holidays: *One and a half times the normal rate*

Equipment Rates

Furnishings	Charge (per item)
Chairs	\$1
Round Tables (60" Round)	\$7
Banquet Tables (3' x 6')	\$7
Built-in Theater Seating (301 seats)	\$300
Table Linens	\$5
A/V	
Projector/Screen	\$50
Microphones	No Charge
32" TV	\$20
Chandelier Lights (per room)	\$30
Stage Lights	\$150
Color Wash Lights	\$10
Organza with Lights (10' section)	\$30
Other Equipment	
Podium	\$10
Stage/Risers (4' x 8' section)	\$25
Pipe & Drape (10' section)	\$10
Stanchion	\$5
Easels	\$5
Grand Piano	\$50
White Dry Erase Board	\$5
Amphitheater Fencing	\$350

◇ *Some events may require additional staff services*

Library's Viridian Event Center

List of Approved Caterers

Company	Phone Number	Email	Website
Apple Spice Catering	(801) 433-3030	jacque@applespice.com	www.applespice.com
The Blended Table	(801) 328-8138	info@theblendedtable.com	www.theblendedtable.com
Brown Brothers	(801) 607-1891	<i>Request info through website</i>	www.brownbrotherscatering.com
Cuisine Unlimited	(801) 268-2332	trina@cuisineunlimited.com	www.cuisineunlimited.com
Culinary Crafts	(801) 225-6575	info@culinarycrafts.com	www.culinarycrafts.com
Elizabeth's Catering	(801) 359-7184	sales@elizabethscatering.com	www.elizabethscatering.com
An Exquisite Affair Catering	(801) 278-7341	susan@exquisiteaffaircatering.com	www.exquisiteaffaircatering.com
Good Day Catering	(801) 532-7829	events@gooddaycatering.com	www.gooddaycatering.com
Have Party Will Travel	(801) 269-8400	info@havepartywilltravel.com	www.havepartywilltravel.com
Lux Catering	(801) 466-2537	<i>Request info through website</i>	www.luxcateringandevents.com
Utah Food Services	(801) 531-0226 ext. 403	kim@utahfoodservices.com	www.utahfoodservices.com

Taxpayer ID # _____
Contract No. _____

SALT LAKE COUNTY
Standard Form Contract No. 22-19407 Approved January 31, 2022, Expires February 1, 2023¹

VIRIDIAN EVENT CENTER
Rental Contract
For
Salt Lake County Library Services Division

THIS RENTAL AGREEMENT (“Contract”) for the rental of space and services at the Viridian Event Center is entered into by SALT LAKE COUNTY, a body corporate and politic of the State of Utah for its Library Services Division (hereinafter “VEC”) and _____, an individual or legal entity (hereinafter “RENTER”) who is living or doing business in the State of Utah.

1. RENTAL TERM

This Contract will not take effect and the dates requested by RENTER will not be guaranteed until RENTER returns this signed Contract, the required deposit of 25% of the room rental fee and a refundable security deposit. However, if this Contract is not received prior to the setup date, occupancy of the space constitutes acceptance of this Contract. RENTER desires to temporarily rent space at the Viridian Event Center and VEC hereby grants permission to RENTER to use the space described in the application (the “PREMISES”) from _____ on _____ until _____ on _____ (the “Rental Term”). RENTER will make a good faith effort to clean up all areas used and remove all of RENTER’s materials brought to the PREMISES for the Rental Term. Areas must be returned to the conditions and order they were in before scheduled use. The RENTER’s set up and clean up time shall be included in the Rental Term unless written permission from the VEC manager is obtained. Rental hours must be consecutive. An additional charge may apply for each hour or portion thereof the PREMISES are not cleared after an EVENT. RENTER is responsible for making sure guests leave at an appropriate time in order for RENTER to finish cleanup before the time deadline.

2. PERMITTED USE

The PREMISES are to be used by RENTER for the sole purpose of the event entitled _____ (the “EVENT”) and for no other purpose whatsoever. VEC makes no representations, warranty, or agreement that PREMISES are suitable for RENTER’s purpose. The PREMISES rented hereunder are provided by VEC to the RENTER **AS IS** and **WITH ALL FAULTS**. During the Rental Term, RENTER shall be fully liable for the condition of and damages to the PREMISES and for determining that the PREMISES are appropriate for RENTER’s EVENT and the persons participating therein.

3. DEPOSITS, RENTAL RATES, AND ASSOCIATED COSTS

A. DEPOSITS

- i. The dates requested by RENTER will not be reserved until RENTER executes this Contract and delivers to VEC the Rental Deposit and the Cleaning/Damage Deposit, as described below.
- ii. Rental Deposit. A non-refundable deposit of 25% of the Room Rental is required to reserve the PREMISES. The dates requested by RENTER will not be reserved until RENTER executes this Contract and the deposit will be applied toward the rental fee. All remaining pre-EVENT fees required under this Contract must be paid within thirty (30) days prior to the first day of the rental term. Failure to pay the pre-EVENT balance will result in loss of the Rental Deposit, termination of this Contract, and automatic forfeiture of the reservation date.
- iii. Cleaning/Damage Deposit. At VEC’s discretion, RENTER may be required to submit a refundable Cleaning/Damage deposit with the return of this Contract. The Cleaning/Damage Deposit is \$200.00

¹ This expiration date applies only to the approved use of this Standard Form Contract, and does not impact or alter the effective date or termination of an executed contract.

for rentals that do not include the use of the kitchen, and \$500.00 for rentals that include use of the kitchen. The full Cleaning/Damage Deposit will be returned within 30 days after the EVENT only if VEC discovers no damage, no additional cleaning is necessary by VEC, and RENTER has otherwise complied with this Contract to VEC's satisfaction. RENTER agrees that if there is damage, additional necessary cleaning, or other cost to VEC that arise out of RENTER's use of the PREMISES, VEC will use the Cleaning/Damage Deposit to remediate its loss and return any unused portion to RENTER. RENTER agrees to pay for any damages to the PREMISES or necessary cleaning exceeding the deposit within ten (10) days of notification by VEC of any amount outstanding. RENTER further agrees that if the same is sent to collections, to pay collection costs. In the event the PREMISES are damaged and prevent other scheduled events from occurring. RENTER shall be responsible for any and all refund of deposits to said renters.

B. PRE-EVENT SUMS DUE AND OWING

ROOM RENTAL FEE	_____
EQUIPMENT & RESOURCES	_____
PERSONNEL & ADDITIONAL SERVICES	_____
REFUNDABLE CLEANING/DAMAGE DEPOSIT	_____
SUBTOTAL	_____
UTAH STATE SALES TAX (on equipment rental)	_____
GRAND TOTAL	_____

DEPOSITS

(DUE WITH CONTRACT TO HOLD THE RESERVATION)

RENTAL DEPOSIT <i>(25% of Room Rental)</i>	_____
REFUNDABLE CLEANING/DAMAGE DEPOSIT	_____
TOTAL DUE WITH CONTRACT	_____

PRE-EVENT FINAL BALANCE

(DUE 30 DAYS PRIOR TO EVENT)

TOTAL REMAINING BALANCE <i>(GRAND TOTAL - DEPOSITS)</i>	_____
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DUE BY:

C. POST-EVENT INVOICE If, after paying the pre-EVENT final balance, RENTER requests VEC to provide any additional use of the rented space for the EVENT or additional equipment, resources, personnel or services offered by VEC, VEC shall invoice RENTER for those costs and RENTER agrees to submit payment within 10 days.

4. LIABILITY / DAMAGE / INDEMNIFICATION / INSURANCE

A. INSURANCE. Except as provided in part B(iii) of this section, if the EVENT is intended for a mass gathering (500+ attendees), RENTER agrees to maintain commercial general liability insurance or commercial event insurance with an insurance company rated A- VIII or better by A.M. Best Company in the amount not less than \$1,000,000 per occurrence with a \$3,000,000 policy aggregate. The policy shall include \$1,000,000 property damage coverage and if applicable a \$1,000,000 host liquor liability endorsement. Each insurance policy shall be endorsed to include Salt Lake County, its employees, officers, agents, volunteers, and assigns as additional insured and shall provide coverage for any subcontractor hired by RENTER. All policies of insurance shall remain in effect for the period(s) during which RENTER is permitted access to the PREMISES pursuant to this Contract and shall waive any right to recovery or subrogation against Salt Lake County.

B. INDEMNIFICATION.

- i. RENTER agrees to conduct its activities upon PREMISES so as not to endanger any person lawfully thereon. RENTER assumes full and exclusive responsibility for the property and safety of RENTER, its members, invitees, and any public attending the EVENT. RENTER assumes all risk for the EVENT; VEC assumes none thereof.
- ii. VEC is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2017), as amended (the "Act"). The parties agree that VEC shall only be liable, if at all, within the parameters of the Act. Nothing contained in this Contract shall be construed in any way to waive any defenses or to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.
- iii. If the RENTER is a **governmental entity** under the Act, consistent with the terms of the Act, it is mutually agreed that there are no indemnity obligations between the parties. Subject to and consistent with the terms of the Act, VEC and Renter shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Contract, and neither VEC nor Renter shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law. Both parties shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.
- iv. If the RENTER is a **non-governmental entity**, RENTER agrees to indemnify, hold harmless and defend VEC, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property, however allegedly caused, resulting directly or indirectly from, or arising out of acts or omissions by RENTER, its agents, representatives, and invitees in the performance of this Contract.
- v. RENTER assumes liability for damage to VEC property, fixtures, and equipment caused by RENTER, its agents, representatives, and invitees in the performance of this Contract.
- vi. Except for unused portions of rent as provided in section 5C below, RENTER assumes all risk of loss in the event this Contract is terminated for any reason. In no event shall VEC be liable for any costs or attorney fees expended by RENTER in enforcing RENTER'S rights under this Contract. RENTER agrees that VEC shall not be liable for indirect, incidental, or consequential damages, regardless of the form of action, nor shall it be liable for exemplary damages or lost revenue or profits.
- vii. VEC shall not be responsible for losses by RENTER, its agents, employees, or invitees occasioned by damage, theft, or disappearance of equipment or other personal property.
- viii. RENTER shall inspect the Premises prior to each use to ensure safe conditions. If any unsafe conditions are identified, RENTER shall cease use of the Premises immediately and shall report the condition(s) in writing to VEC administration immediately. RENTER is liable and shall defend and indemnify the County for any damage or injury caused by a deficiency or problem that should have been discovered and reported during inspection but was not reported.
- ix. In addition to the indemnification responsibilities outlined above, RENTER further shall indemnify, defend, and hold harmless VEC, its officers, directors, representatives, agents, employees, servants, and divisions from and against all claims, costs, and expenses, demands, actions, and liability of every kind and character whatsoever with respect to a violation of any law, rule, regulation, statute or ordinance, including without limitation, a copyright and the performance, reproduction, and use of musical, literary, and artistic, trademark, intellectual property, health and safety violations.

C. UNFORESEEN CIRCUMSTANCES. In the event PREMISES or any part thereof shall be destroyed or damaged by fire, flood, mechanical failure, criminal acts, acts of war, or any other injury to PREMISES which renders it unfit for use or if any other casualty or other unforeseen occurrence shall render the fulfillment of this Contract by VEC impossible, including (without limitation) any labor dispute, then and thereupon this Contract shall terminate and RENTER shall pay for the use of said PREMISES only up to the time of such termination, and VEC shall refund all additional monies as shall have been paid.

D. DEFAULT (LIMITATION OF LIABILITY). In the event VEC should be or become liable to RENTER under the terms of this Contract or for any act, occurrence of default arising from or related to this Contract, VEC's liability shall be limited to the amount of rent and deposit payments payable hereunder.

5. CANCELLATION

A. BY RENTER - RENTER shall have the right to cancel this Contract, and obtain a refund of rent and deposit payments only by providing written notice to VEC as follows:

- i. IF RENTER GIVES AT LEAST NINETY (90) DAYS' NOTICE, RENTER is entitled to a rent deposit refund of 100%.
- ii. IF RENTER GIVES less than NINETY days but more than THIRTY days' notice, RENTER is entitled to a rent deposit refund of 50%.
- iii. IF RENTER cancels this Contract with less than THIRTY days' notice, any rent and deposit due hereunder shall be forfeited to VEC as liquidated damages, and VEC may, at its option, recover from RENTER, its actual damages arising from RENTER's default or breach, after applying rent and deposit payments towards its actual damage.

B. TERMINATION BY VIRIDIAN EVENT CENTER

- i. VEC reserves the right to terminate this Contract for convenience whenever VEC determines, in its sole discretion, it is in VEC's interest to do so by providing at least fifteen days prior written notice. In this event, every effort will be made to make an arrangement that is mutually agreeable to both RENTER and VEC. RENTER agrees that VEC's termination for convenience will not entitle RENTER to any rights or remedies provided by law or this Agreement for breach of contract by VEC or any other claim or cause of action.
- ii. VEC may terminate this Contract immediately, if, in the sole discretion of VEC, the RENTER fails to comply with Paragraphs 1, 3, or 6 of this Contract. VEC may terminate this Contract upon ten-day written notice, if, in the sole discretion of VEC, the RENTER fails to comply with the remaining provisions of this Contract.
- iii. VEC may cancel this Contract on six (6) hours oral or written notice if RENTER proposes a change in any respect to the permitted use set forth in this Contract.
- iv. VEC further reserves the right to cancel a scheduled rental EVENT. If VEC is unable to make its facilities available to RENTER after an EVENT is scheduled, VEC will notify the RENTER and will promptly return any fee paid by RENTER. RENTER hereby waives any claim for damages or compensation should this Contract be so terminated.
- v. If termination occurs during an event, RENTER agrees to pay in full for use of the facilities up to the date of termination, and quit and surrender use of the facilities, and leave the facilities in a clean condition, reasonable wear and tear excepted.

C. COVID-19. The parties acknowledge the uncertainty caused by the Covid-19 pandemic, and notwithstanding any other provisions to the contrary, RENTER agrees that VEC, in its sole discretion, may cancel the Event at any time for reasons related to Covid-19, including without limitation health or other orders, whether issued by Salt Lake County or other government officials. If VEC cancels the Event in accordance with the foregoing provisions, VEC shall not owe liquidated or other damages to RENTER, but shall refund to RENTER any deposits paid by RENTER, less any reasonable costs and expenses which have been incurred by VEC up to the time of cancellation.

D. PUBLIC APPROPRIATION. VEC's obligation to perform under this Contract is contingent upon funds being appropriated for the operation of Viridian Event Center facilities and the performance of this Contract. In the event that funds are not available, VEC may cancel this Contract upon oral or written notice to RENTER and shall return any fees paid by the RENTER for the scheduled EVENT. Such termination shall not be construed as a breach or default under this Contract and shall be without penalty, liability, or other charges to the VEC.

6. POLICIES & PROCEDURES

RENTER hereby acknowledges having received and read the Viridian Event Center Policy, which policy, as updated, is hereby incorporated by reference into this Contract. For the duration of the EVENT, RENTER and its guests, attendees, and providers must abide by the VEC policies and procedures and comply with all applicable laws and regulations. RENTER's failure to do so shall be a default under this Contract. RENTER is responsible for the actions of guests, attendees, and providers. RENTER will cooperate with and follow the directions of VEC staff. VEC may eject any person from the Premises for violation of the law or Salt Lake County Library policies or rules. If VEC staff believes that EVENT is becoming dangerous to patrons or attendees or is threatening VEC

property, VEC staff will attempt to have RENTER rectify the problem. If the problem is not corrected immediately, VEC may close EVENT and require RENTER to leave without VEC liability. RENTER will be responsible for the full payment of the balance due.

_____ **RENTER Initials**

7. ASSIGNMENT

RENTER agrees it will not assign, transfer, convey, sublet, or to otherwise dispose of this Contract, or its rights to use the PREMISES, to any person or entity without the prior written consent of VEC.

8. AMERICANS WITH DISABILITIES ACT (ADA)

VEC is reasonably accessible to disabled patrons as required by the ADA and applicable regulations. RENTER will, in carrying out the requirements of this Contract, comply with applicable provisions of the ADA and its implementing regulations.

9. NON-DISCRIMINATION

RENTER and any agent of RENTER agree that they shall fully comply with all federal, state and county laws, rules and regulations governing discrimination and they shall not discriminate during the performance of this Contract.

10. MISCELLANEOUS PROVISIONS

A. INTERPRETATION

The Contract documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Contract documents, the inconsistency shall be resolved by giving precedence in the following order:

1. This Contract;
2. The Application;
3. Viridian Event Center Policy; and
4. Any exhibits or addendums attached hereto.

B. GOVERNING LAW.

This Contract, application and the Center Policy are to be construed and governed by laws of the State of Utah. Time is of the essence.

C. ENTIRE AGREEMENT

VEC and RENTER acknowledge and agree that this Contract constitutes the entire integrated understanding between VEC and RENTER, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Contract except as set forth in this Contract. This Contract may not be enlarged, modified or altered, except in writing, signed by the parties.

D. SEVERABILITY

VEC and RENTER agree that where possible, each provision of this Contract shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Contract shall be deemed invalid, prohibited or unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provisions of this Contract. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

E. WAIVER

Waiver by either party of any terms, condition, provision or breach of this Contract shall not be considered a waiver of that term, condition, provision, or breach in the future.

F. NOTICE

- 1) Written notice to VEC under the contract must be sent to:
Event Center Manager
Viridian Event Center
8030 S. 1825 W.

West Jordan, Utah 84088

- 2) Written Notice to Renter must be sent to the individual or organization identified in Contact Information on the Application.

G. STANDARD FORM

Any alteration of the standard form language without approval of the attorney shall render the Contract void and without effect. Any changes to this Contract must be pre-approved as to form by the District Attorney's Office.

By signing below, RENTER acknowledges that he/she has read and agrees to abide by all above terms and conditions.

RENTER

By: _____

Printed Name: _____

Title: _____

Date: _____

NOTICE: If RENTER is not an individual, the person signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Lease on behalf of the RENTER by authority of law and that this Contract is binding upon the RENTER. The signer of this Contract agrees to personally guarantee any unpaid balance due under this Contract based upon a breach of a warranty of authority. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (1973).

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Reviewed & Advised as to Form & Legality:

By: Megan L. Smith
Megan L. Smith,
Deputy District Attorney

Date: Feb. 2, 2023