

RESOLUTION NO. 2888

**A RESOLUTION OF THE GRAND COUNTY COUNCIL
AMENDING RESOLUTION No. 2813 AND ENACTING POLICIES
AND PROCEDURES FOR ENTERING INTO AGREEMENTS AND
APPROVING AGREEMENT TEMPLATE FOR THE RENTAL OF
FACILITIES**

WHEREAS, Grand County occasionally rents facilities;

WHEREAS, best management practices and the County's insurance provider encourages establishment of uniform policies and procedures and agreements;

WHEREAS, the County Attorney's Office has created and approved for use, template agreements for the rental of facilities;

NOW THEREFORE, be it resolved by the County Council of Grand County, Utah, amends Resolution No. 2813 and authorizes staff to amend and make minor changes as necessary to the County's adopted Employment Policies and Procedures to incorporate the following policies and procedures for entering into agreements and renting real property along with template agreements to typically be used in the respective transaction as follows:

RENTING FACILITIES. The authority to rent out Grand County Facilities is vested with the Department Head or their designee that has stewardship over the facility. The Department Head or Designee shall use and completely fill out the agreement entitled *Grand County Facilities Rental Agreement and all associated exhibits*, contained in Exhibit 1 of this Resolution.

The County's Insurance Coordinator shall verify renter's proof of insurance if required prior to finalizing the rental of facilities. The original executed agreement along with the funds pertaining to the rental of facilities shall be delivered to the Clerk Auditor Office within three (3) days of executing the agreement.

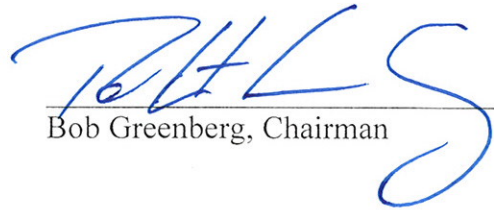
The County reserves the right to refuse the rental of a County facility for any event that it should deem such refusal necessary to protect the interest of the County including but not limited to risk management issues. Applicants may appeal the Department Head or Designee's decision to the County Council. The Decision of the County Council shall be final.

SPECIFIC AGREEMENTS. Notwithstanding the template agreement contained in Exhibit 1, an Elected Official or Department Head may request a consultation with the County Attorney's Office regarding drafting a specific agreement for a particular event (rental of facility). If a specific agreement is proposed for a

particular event (rental of facility) the County Attorney shall sign the modified agreement and the County Council shall consider approval of the said agreement.

The above Resolution was duly and regularly introduced and passed at a regular meeting of the Grand County Council, State of Utah on the 7th day of April, 2009, by the following vote:

AYES: Greenberg, Graham, Ballantyne, Conrad, Baird, Ciarus, Holyoak
NAYS: _____
ABSENT: _____



Bob Greenberg, Chairman

Attest: Diana Carroll
Diana Carroll, Clerk/Auditor

**EXHIBIT 1- GRAND COUNTY FACILITIES
RENTAL AGREEMENT**

GRAND COUNTY FACILITIES RENTAL AGREEMENT

This **AGREEMENT**, entered into by and between Grand County (hereinafter "County"), the owner of the following facility, known as:

_____ (hereinafter "Property"),

and _____ (hereinafter "Renter").

TERMS AND CONDITIONS

Facilities: _____

Purpose/Function: _____

Term of Use: Starting ____ / ____ / ____ : ____ m, Ending ____ / ____ / ____ : ____ m

Rental Fee: \$ _____ per hour / day / week / month (circle one), extended total: \$ _____

Security Deposit

Renter shall pay to County \$ _____ as a Security Deposit. County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning the Property in the event the Renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "A".

Duties of Renter

Immediately upon entering into possession of the Property, Renter shall inspect the Property for safety, dangers and usability of the Property for its intended purpose utilizing the Inspection Report of Facility (see attached Exhibit "A", hereinafter "Inspection"), and Renter shall then immediately report to County any preexisting damage to the Property (contrary to any pre-existing damage shown on the Inspection), or the existence of any danger on the Property which may cause injury to Renter, or Renter's social guests. At the end of the rental term, Renter shall clean and restore the Property to its condition before rental, and return possession of the Property to County. If Renter or Renter's guests cause any damage to Property, Renter shall immediately report the damage to County, and Renter shall repair damage during the rental term.

Serving of Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and/or certificates required to serve alcohol. Renter shall assume all liability in serving alcohol. If alcoholic beverages are to be sold, Renter must supply to County a copy of their liquor license which is issued by State and Local authorities. The license must be submitted to the facility coordinator at least seven (7) days prior to the event.

Limitation of Liability

Renter shall release, hold harmless and indemnify County from all liability for any injury to Renter or social guests, resulting from any cause whatsoever, including known or unknown dangers, including but not limited to acts of nature and intentional or negligent acts of third parties, but excepting intentional acts of County. Further, Renter shall indemnify and defend County against any claim for loss, damages or injury made by Renter's social guests.

County recommends that Renter obtain and maintain at all times during the term of this Agreement a policy of commercial general liability insurance from an insurance company licensed to do business in Utah. Such insurance shall name Grand County as an additional insured and loss payee and shall be evidenced by a Certificate of Insurance and submitted to Grand County.

Renter also guarantees to have all participants in sporting events or activities that involve physical exertion to complete and execute the Participant's release form attached in Exhibit "B" prior to participating in the sporting event.

Breach and Liquidated Damages

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit. The non-breaching party may recover damages including reasonable attorney's fees and costs to enforce the provisions of this Agreement. The parties hereunder consent to the jurisdiction of the Seventh District Court, for Grand County, in Moab, Utah for adjudication of any dispute, transaction or occurrence arising out of this Agreement and the laws of the State of Utah shall govern this Agreement.

Termination

Either party may terminate this Agreement by providing written notice _____ days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement at anytime when the County is notified that the event for which the facility is rented for will violate or may likely violate any city, county, state, or federal law.

Termination By Damage Not the Fault of Renter

Upon prior written notice of twenty-four (24) hours, effective upon receipt, County may terminate this Agreement and retake exclusive possession of the Property if fire, natural causes or disaster, or a previous renter destroys the Property to the extent that it may no longer be used for its purpose, in which case, County shall return to Renter the Security Deposit and all unused rental fees, calculated on a prorated daily basis.

Special Terms and Conditions

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "C", incorporated within this Agreement by reference, and to which this Agreement is subject.

IN WITNESS WHEREOF, the parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits "A", "B", and "C". All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously or separately and transmitted by fax.

RENTER Dated: ____/____/____

COUNTY Dated: ____/____/____

By: _____ (printed name)

By: _____ (printed name)

Address: _____

Its: _____ (title)

_____, Moab UT 84532

Phone: (____) _____

Phone: (____) _____

Fax: (____) _____

Fax: (____) _____

Exhibit "B"
Participant's Release Form

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant's Release Form attached in this Exhibit.

GRAND COUNTY RELEASE AND WAIVER OF LIABILITY AGREEMENT

EVENT(S): _____

DATE(S): _____

LOCATION: _____

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY IN THE ABOVE NAMED EVENT(S) THE UNDERSIGNED:

1. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE ABOVE NAMED EVENT(S) ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE AND HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF SUCH INJURY, DEATH OR DAMAGE WHETHER CAUSED BY NEGLIGENCE OF RELEASEE OR OTHERWISE.

2. HEREBY AGREES TO RELEASE FROM LIABILITY, INDEMNIFY, SAVE AND HOLD HARMLESS GRAND COUNTY (HEREIN, "RELEASEE"), AND EACH OF ITS DESIGNEES, AGENTS, AND EMPLOYEES, FOR ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO THE UNDERSIGNED'S PARTICIPATION IN THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

3. HEREBY AGREES THAT THE RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEE, INCLUDING NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEE OR ANY PERSON AFOREMENTIONED.

I HAVE READ THE FORGOING AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THOSE MENTIONED ABOVE.

I FULLY UNDERSTAND THAT THERE IS NO RIDER MEDICAL INSURANCE PROVIDED

Signature of Participant

Date

**GRAND COUNTY RELEASE, PARENTAL PERMISSION,
HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

Minor Participant: _____
EVENT(s): _____
Date(s): _____
Location: _____

THE UNDERSIGNED HEREBY STATES THAT HE/SHE IS THE PARENT OR LEGAL GUARDIAN OF THE ABOVE NAMED MINOR PARTICIPANT, AND THAT THE SAID PARENT OR LEGAL GUARDIAN GRANTS PERMISSION FOR SAID MINOR PARTICIPANT TO PARTICIPATE IN SAID EVENT(S). FURTHERMORE, THE PARENT OR LEGAL GUARDIAN:

1. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE ABOVE NAMED EVENT(S) ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE AND HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF SUCH INJURY, DEATH OR DAMAGE WHETHER CAUSED BY NEGLIGENCE OF RELEASEE OR OTHERWISE.

2. HEREBY AGREES TO RELEASE, INDEMNIFY, SAVE AND HOLD HARMLESS GRAND COUNTY, GRAND COUNTY SPECIAL SERVICE DISTRICT, AND EACH AGENCY DESIGNEE, AGENT, AND EMPLOYEE, FOR ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR ARISING OUT OF THE PARTICIPATION OF THE UNDERSIGNED'S CHILD OR THE MINOR OVER WHICH THE UNDERSIGNED HAS LEGAL GUARDIANSHIP IN THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES THAT THE HOLD HARMLESS, AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES OR ANY PERSON AFOREMENTIONED.

I HAVE READ THE FORGOING AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

Signature of Participant

Date

Signature of Parent

Date

Exhibit "C"
Special Terms and Conditions

Renter herewith agrees to abide with the following special terms and conditions as described below or a separate page labeled as Special Terms and Conditions and attached to this agreement. If a separate page is attached each page shall be initialed by the County's authorized agent and renter.

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____