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CITY OF OREM
RECREATION DEPARTMENT
PARK USE POLICY / AGREEMENT

This agreement is signed and entered into this date: _____

between the **City of Orem**, hereinafter called "**The City**" and _____

_____, hereinafter called

"**Licensee**", to use the following facility: _____

for _____

on _____ day of _____, 20____, from _____ AM/PM to _____ AM/PM.

All groups and individuals that use any City facility or park, including participants and spectators, must abide by ALL City Ordinances. Those ordinances include, but are not limited to: Alcoholic beverages and smoking (including e-cigarettes) are prohibited in City facilities; Parking is allowed in designated areas only; Littering is prohibited (groups must clean up after themselves or be charged a clean-up fee; Pets are not allowed to run free in the parks; No defacing or vandalizing public property; No loud music or other public disturbances.

POLICIES

The following policies are in effect for use of City property and facilities:

1. **Location.** The City grants permission to the Licensee to conduct activities on City property on date(s) and time(s) specified in the agreement.
2. **Admissions.** Events whereby admissions will be charged are not allowed at City parks except for City-sponsored events.
3. **Dances.** Dances and concerts are not permissible at City parks. The City reserves the right to conduct dances and concerts that it directly sponsors.
4. **Park Scheduling.** The scheduling of City parks shall be prioritized as follows:
First Priority - City sponsored programs, activities, and special events.
Second Priority - City co-sponsored events, community celebrations, and festivals.
Third Priority -Self-determining Licensees that have an existing agreement with the City.
Fourth Priority -General community use.

It is prohibited to use City facilities for commercial or individual financial gain. The City may authorize legitimate fund raisers by current State registered non-profit Licensees. Non-profit Licensees are required to provide written certification of their current non-profit status. The City reserves the right to manage parks to optimize care and maintenance and to minimize impacts on neighborhoods. The City reserves the right to schedule activities and events at parks which can accommodate activities.

5. **LIABILITY INSURANCE:** The City requires a Certificate of Insurance from your

insurance company. Minimum amount of insurance under General Liability are as follows: General Liability: \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be \$3,000,000.00. General Liability insurance must be on an "occurrence basis." The City will not accept insurance that is on a "claims made" basis.

The Certificate of Liability Insurance must state the following: State the Project/Event and then "THE CITY OF OREM, ITS' ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS ARE LISTED AS ADDITIONAL INSURED, PURSUANT TO THE ATTACHED ENDORSEMENT. Please be certain to attach the endorsement to the certificate of insurance. Certificates without the endorsement will not be accepted.

Under Certificate Holder, it should read as follows: CITY OF OREM, ITS' ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS. 56 N STATE STREET, OREM UT 84057

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY: Workers' compensation limits required by Utah State Law and Employer's Liability Limits as required by the contract. Often the contract will require limits of \$500,000.00 per accident. Some contracts will not require this insurance.

Please NOTE the following is part of the contract: The CITY, its officers, officials, employees and volunteers shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the OWNER, its officers, officials, employees or volunteers. The applicant shall hold harmless, indemnify and defend the City of Orem from any liability claims, losses or damages arising or alleged to arise from the work covered by any permit but not including the sole negligence of the City of Orem.

6. **Separate Entities.** The parties acknowledge that the parties are and will remain separate and independent entities and this Agreement does not create an additional entity or body.
7. **Licensee Does Not Represent City.** Licensee does not represent the City and shall not hold itself out as a representative of the City nor does Licensee have authority to act as a representative or agent of the City.
8. **Clean-up.** Licensee shall make every reasonable and prudent effort to keep the area in which Licensee's activities are held clean and free from trash or other debris. Licensee will clean up any trash and debris generated by Licensee's activities and place it in trash containers provided by the City.

9. **Safety.** Licensee shall conduct its activities in a safe manner. Licensee shall be responsible for any monetary damages or injuries which result from Licensee's failure to conduct its activities in a safe manner.
10. **Indemnification.** Licensee shall release, indemnify and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, damages, lawsuits, losses and expenses (including attorney's fees), arising out of or resulting from Licensee's performance or failure to perform this Agreement and all of Licensee's activities conducted on City facilities or property.
11. **Termination.** This agreement may be terminated upon a written 10 day termination notice. Any complaints or necessary corrections requested by the City must be complied with immediately.
12. **Coordination with Parks Personnel.** The Licensee must meet with representatives of the Parks Division to coordinate the set-up of the event, if banners, tents, booths, signs, fences, etc. will be used. Clearance is required at the time of application. Any costs associated with damage caused by equipment set up will be the responsibility of the Licensee.
13. **Park curfew and disturbing the peace ordinances are in effect.** Parks are closed between the hours of 11:00 p.m. and 5:00 a.m. (Ord. No. 661, Revised, 04/10/90; Ord. No. O-97-0021, Amended, 04/08/97). Overnight parking is not allowed at City parks.
14. **Animals in parks.** It shall be unlawful for any person to ride any animal or to permit a dog to be unleashed within the area of a park. (Ord. No. 661, Revised, 04/10/90). Animal owners are required to clean-up after their pets.
15. **Vehicles.** Vehicles are not permitted on the turf areas of any park unless authorized at the time of application by the Department of Recreation or the Parks Division.
16. **Water.** There are no hose bibs available at the parks. Drinking water is available at drinking fountains at the park.
17. **POWER LIMITATIONS – PARK ELECTRICAL CIRCUITS ARE NOT DESIGNED FOR LOADS IN EXCESS OF 15 AMPS. APPLICANTS ARE RESPONSIBLE TO PROVIDE GENERATORS AT THEIR OWN EXPENSE IF ELECTRICAL LOADS WILL EXCEED THE 15 AMP LIMIT.**
18. **Bathrooms.** Large events may be required to provide portable toilets (in addition to bathrooms at park) at applicant's expense. Recommendation: 1 portable toilet per every 100 people
19. **Amenities.** Events that will utilize amenities that are not provided as a part of the park require prior approval by the Department of Recreation. The placement of heavy equipment must be cleared at the time of application.
20. **Concessions.** This agreement does NOT give the Licensee authority to sell food, drink, clothing, or souvenirs; the selling of any items at City parks is prohibited by City of Orem municipal code.

21. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation.
22. **City Ordinances.** All City ordinances regulating the use of parks are in effect. Section 13-1-1 through 13-1-11, section 9-2-9.
23. **Utah Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.
24. **Time of Essence.** Time shall be of the essence of this Agreement.
25. **Attorney's Fees.** In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.
26. **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
27. **Amendments.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.
28. **Binding Agreement.** This Agreement shall be binding upon the successors, administrators, and assigns of each of the parties hereto.
29. **Security.** Licensee is solely responsible for the safety and security of its activities and property. Licensee acknowledges and agrees that Licensee has no recourse against the City for any vandalism or any damage done to Licensee property unless the damage is the direct result of the City's affirmative conduct.
30. **Duration.** The City of Orem reserves the right to determine the duration for the use of City facilities and property.
31. **No Assignment.** Neither party shall transfer or assign any of its rights, duties or obligations set forth in this Agreement to a third party without the prior written consent of the other party.
32. **No Presumption.** Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the term hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

