

Rental Policies

1. Facility Rules- 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. Ballpark rules include no soft toss hitting against existing fences. All reservations must be made at least two weeks in advance of the event.

2. Revenue Generating- It shall be unlawful for any person to conduct any revenue- generating event in or on any city-owned property without first having received permission from the Recreation Director. Includes: Admission, Merchandise, concessions, food trucks, etc.

3. Noise- It shall be unlawful for any person to conduct live bands,DJ's, dances,concerts, movies,sound systems, microphones,speakers and amplified sound in or on any city-owned property (unless otherwise authorized by the City for Special Events).

4. Curfew- All City parks shall be closed between the hours of 11:00 pm-5:00 am.

5. Clean-Up- The Licensee shall make every reasonable effort to keep area's the licensee's activities are held. Clean, free from trash,or other debris. The city is not responsible for any maintenance or clean up costs incurred through the negligence of the licensee.

6. Non-Assignability- 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.

7. 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.

8. 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.

9. Safety- Licensee shall conduct its activities in 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. 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 Licensee may be required to 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 damages caused by equipment set up will be the responsibility of the Licensee.No inflatables,bounce

houses, blow-up slides, carnivals,rides allowed on any City Owned Property. Fireworks, sparklers, open-flame candles are not allowed at any time in any city park.

12. Fees- Fees for the use of City recreational areas will be charged commensurate with the City's approved fee and charge schedule and pursuant to the Policy.

13. Mass Permit Gatherings- Licensee must fill out this application if applicable

Requirements to fill this form are as follows

1) Event or gathering has more than 300+ attending the event.

2) Event and gathering has amplified noise (speakers)

3) Events going past 10 pm

<https://orem.ut.seamlessdocs.com/f/h02dm2cmfnqe>

14. 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.

a. 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

b. APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND VOLUNTEERS. 56 N STATE STREET, OREM UT 84057

c. 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.

d. 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.