



**RECREATION DEPARTMENT
PARK USE POLICY /
AGREEMENT**

CITY OF OREM

I agree to the following for the use of Mt. Timpanogos Park Cascade Hosting Center East and West Wings located at 2119 East Provo Canyon Road. For the intended purpose of a gathering/event on the day and time requested in the Mt Timpanogos Hosting Center Request form.

The fee for using the Cascade Hosting Center is \$800.00. One week prior to the event, if the facility is available, the party may pay an additional \$100 to have access to the facility at 4:00 pm on the evening before the rental date, this allows access to set up. There is an additional \$50 charge for a late take down. This can only be extended to 10:00pm.

Additional Cost to reserve the entire park

\$1840.00-All Pavilions and Hosting Center (music is allowed at a respectful volume) from 9am-9pm.

\$1320.00-All Pavilions and Hosting Center (music is allowed at a respectful volume) from 9am-2pm or 4pm-9pm.

\$500-Table and Chair Package

It is prohibited to use City facilities for commercial or individual financial gain. The City may authorize legitimate fundraisers 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 that can accommodate Activities

All charges and payments will be made out to the Orem recreation department. The payments will be signed and agreed upon on the agreement form Provided to the License from the Orem recreation department.

POLICY

It is the policy of the City of Orem to provide the use of City parks for the enjoyment of citizens.

PURPOSE

To provide access to City parks and to provide criteria for scheduling park use for the enjoyment of the community.

GUIDELINES

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

Location. The City grants permission to the Licensee to conduct activities on City property on a date(s) and time(s) specified in the agreement.

Admissions. Events, whereby admissions will be charged, are not allowed at City parks except for City-sponsored events.

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.

Dances. Dances and concerts are not permissible at City parks. The City reserves the right to conduct dances and concerts that it directly sponsors.

Application. Applications for the use of City parks must be received 30 days prior to the event (CITY PROPERTY USE PERMIT) The Licensee must provide a concept plan and layout with a complete description of the event, activities, materials and equipment that will be used at the time of application.

5.1. A description of the means of transporting equipment, supplies, materials, booths, and other supporting resources onto the park is required.

5.2. Completed park pavilion reservation permit (s) must accompany a request for the use of a park.

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.

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.

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. The licensee will clean up any trash and debris generated by Licensee's activities and place it in trash containers provided by the City.

Safety. The 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.

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.

Termination. This agreement may be terminated upon a written 7-Day termination notice. Any complaints or necessary corrections requested by the City must be complied with immediately. Cancellations can be subject to a refund:

The reservation is non-refundable within 3 weeks prior to the reservation date.

Reservations canceled more than 3 weeks in advance will have a \$50 cancellation fee

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)

It is unlawful for any person to cause noise that constitutes a public disturbance after once being requested to stop making the noise (Ord. No.661, Revised, 04/10/90; Ord. No. 682, Amended, 02/26/91) **Overnight parking is not allowed at City parks.**

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 without first having received permission from the Department of Recreation. (Ord. No. 661, Revised, 04/10/90). Animal owners are required to clean up after their pets.

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.

Amenities. Events that will utilize amenities that are not provided as a part of the park require prior approval by the Department of Recreation. **If banners, tents, booths, signs, etc. will be used, clearance is required at the time of application.**

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.

Utah Law. This Agreement shall be interpreted pursuant to the laws of the State of Utah. 21.

Time of Essence. Time shall be of the essence of this Agreement.

Binding Agreement. This Agreement shall be binding upon the successors, administrators, and assigns of each of the parties hereto.

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.

Duration. The City of Orem reserves the right to determine the duration for the use of City facilities and property

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.

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 is acknowledged that both parties have participated in the preparation hereof.

Fees. Fees for the use of City parks will be charged commensurate with the City's approved fee and charge schedule.

Power Limitations. Park Electrical circuits are not designed for loads in excess of 15 amps. Applications are responsible to provide generators at their own expense if electrical loads will exceed the 15 amp limit.