



**SUMMIT COUNTY FACILITIES LEASE AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Summit County, a corporate and political body of the State of Utah, (A County) and \_\_\_\_\_ of \_\_\_\_\_ (A Lessee), whereby the Lessee leases and rents from the County certain facilities more fully described below for the purpose of \_\_\_\_\_ and for a period of \_\_\_\_\_ days commencing \_\_\_\_\_ and ending \_\_\_\_\_.

THE TERMS AND CONDITIONS of said lease being as follows:

1. The Lessee shall lease the following facilities and/or services and pay to the County, for the time period specified , the following rate(s):

<b>Facility</b>		<b>Date(s) of Use</b>	<b>Rate Hours of Use</b>
Outdoor Arena	per day/hour		
Ticketed Events	per event		
Ambulance Service	per hour/event		
Quonset Hut	per day/month		
Concession Stand	per day/hour		
Pavilion	per day/hour		
Ball Field(s)	per day/hour		
Security	per day/hour		
Portable Lavatories (No:____)	per day		

2. DEPOSIT

A. As security for said facilities and/or services, Lessee agrees to pay and County acknowledges receipt of, a deposit in the sum of \$ \_\_\_\_\_, paid on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The Lessee shall make reasonable efforts to restore the premises to the pre-lease condition and to cooperate in clean-up and other efforts to restore the premises to a usable condition for the next tenant. Clean-up may include but is not limited to, the specific requirements (if any) which may be listed in Appendix A, attached hereto and incorporated herein. At the conclusion of the lease, the parties agree that a post-lease walk-through inspection shall occur as soon as practicable, to ascertain the condition of the facilities. In the event Lessee has complied fully with the terms of this agreement, the security deposit shall be mailed to Lessee within ten (10) working days after the conclusion of the lease.

B. The parties acknowledge that a pre-lease walk-through of the facility has occurred and that the following defects and/or conditions pre-exist the lease, and that the Lessee's deposit shall not be used to remedy those items listed below:

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C. In the event the Lessee cancels the specified event or use of the facilities and/or services other than as provided, the deposit shall be forfeited.

3. The County shall assure that the facilities will be clean, orderly, and prepared for occupation by Lessee on the dates specified in paragraph 1 above. Special preparations (if any) shall be set forth in Appendix A which is attached hereto and incorporated herein

4. In the event of partial destruction or injury to the premises by fire, the elements or other casualty, or in the event of some other act of God rendering the County incapable of providing the premises as agreed, both parties shall be released from any further obligation pursuant to this agreement; the deposit, if any, shall be returned; and the duties of each to the other shall be terminated.

5. The County and its agents shall have the right to enter and remain upon the premises at any reasonable time for the purpose of maintenance and repair, and further shall have the right to use the premises in any reasonable manner which does not interfere or conflict with the use of the premises by Lessee.

6. In the event any damage, injury or destruction of the property or facility is incurred while

occupied by the Lessee or its agents, regardless of the origination of the damage, Lessee shall immediately notify County of the same and shall request the assistance of the Summit County Sheriff's Office within twenty-four (24) hours of discovery, to take a report of the damage, injury or destruction of property.

7. The County shall not be liable for any damage or injury to the Lessee, its agents, employees or any other person or property on the premises or any part thereof, or to any common areas thereof, and the Lessee agrees to defend, indemnify and hold the County harmless from any and all claims for damages to participants, spectators, livestock, equipment, or any other personal property associated with the event or lease. Lessee further agrees to purchase and maintain during the period of this lease, liability insurance in an amount not less than \$ \_\_\_\_\_ per event and/or \$ \_\_\_\_\_ in the aggregate. A copy of the ACertificate of Insurance@ shall be submitted to the County no later than one (1) week prior to the date of the event or use of the facilities. In the event the proof of insurance is not provided as directed, the lease shall be deemed breached and the deposit, forfeit.

8. PAYMENT IN FULL for the facility and/or services as provided in paragraph 1 above, shall be made no later than thirty (30) calendar days prior to the scheduled event or use.

9. This lease shall be governed by the laws of the State of Utah. In the event the County shall prevail in any legal action or proceeding brought to enforce the terms of this lease or relating to the premises, the County shall be entitled to all costs incurred in connection therewith, including reasonable attorneys fees.

10. CONTACT

A. The contact for the County shall be:  
Summit County Facilities  
(435) 336-3221  
P.O. Box 128  
60 N. Main Street  
Coalville, Utah 84017

B. The contact for the Lessee shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. The rights and remedies accorded by the lease shall be in addition to and not in substitution of, any rights and remedies available under applicable law. All rights and remedies provided for in this lease agreement or afforded by law or equity are distinct and cumulative and maybe be exercised concurrently, independently, or successively. Failure on the part of the County to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver of any default shall not constitute a waiver of any

subsequent or other default.

12. The invalidity or unenforceability of any portion or provision of this lease agreement shall in no way affect the validity or enforceability of the remainder hereof.

13. The foregoing terms and attached Appendices (if any) constitutes the entire agreement between the parties and may only be modified in writing with the signatures of all parties.

14. Either party may cancel this contract by giving written notice of the cancellation to the other party no later than \_\_\_\_\_ days prior to the dates of use as specified in paragraph 1 above, and subject to the provisions of paragraph 2(C) and 4 above.

15. This contract shall not be deemed to be in full force and effect unless and until signed by a representative of Summit County below as well as all parties indicated on Appendix B which is attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hand the day and year first written.

**SUMMIT COUNTY, UTAH**

**LESSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
Summit County Attorney

By: \_\_\_\_\_  
Deputy

APPENDIX A

SPECIAL TERMS AND CONDITIONS

In addition to those provisions listed in the main body of the lease agreement to which this Appendix is attached, the parties agree to abide by the special terms and conditions as set forth below: (if none, indicate Anone@)

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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2. \_\_\_\_\_  
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3. \_\_\_\_\_  
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4. \_\_\_\_\_  
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5. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX B

REQUIRED APPROVALS

Sheriff's Department

By: \_\_\_\_\_

Approved:

Yes \_\_\_\_\_ No \_\_\_\_\_

Special Terms:  
or Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Health Department

By: \_\_\_\_\_

Approved:

Yes \_\_\_\_\_ No \_\_\_\_\_

Special Terms:  
or Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ambulance Service

By: \_\_\_\_\_

Approved:

Yes \_\_\_\_\_ No \_\_\_\_\_

Special Terms:  
or Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fire Department

By: \_\_\_\_\_

Approved:

Yes \_\_\_\_\_ No \_\_\_\_\_

Special Terms:  
or Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_