

Farmington Gym Facility Reservation Agreement

Current Restricted Hours: Monday-Saturday 5:45am-10:00pm

This agreement dated _____ is entered between Farmington City on behalf of the Farmington City Gymnasium located at 294 South 650 West. Gymnasium hereby rents to the rented and its bona fide guest, members, and competitors, the use of the Gymnasium facilities, subject to all provisions and conditions set forth below. A minimum of 3 days is required for all reservation requests.

Name: _____ Date of Birth _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____
Email Address: _____

Conditions of Contract

Renter agrees to pay \$_____ per hour for the use of the space indicated below.

Partial Payment: Renter agrees to pay 25% of the total rental cost to hold reservation for date(s) selected.

Deposit: Renter agrees to pay a 25% deposit for reservation of facility.

Day, Dates and Hours

(List in box below and/or attached schedule)

Dates(s) _____ _____	
Hour(s) _____	Start Time: _____ End Time: _____
Area to be rented: _____	Hourly Rate: _____ -x # of hours _____ =Total Area Cost _____
Area to be rented: _____	Hourly Rate: _____ -x # of hours _____ =Total Area Cost _____
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Area to be rented: _____	Hourly Rate: _____ -x # of hours _____ =Total Area Cost _____
Area to be rented: _____	Hourly Rate: _____ -x # of hours _____ =Total Area Cost _____
Total cost of rental: Space: _____ +Deposit: _____ +Additional Costs _____ =Total _____	
Partial Payment: _____	

- Children under the age of 8 MUST be accompanied by an adult (18 yrs of age or older) at all times.
- Participants must check in at the front desk and carry their membership card each visit.
- Absolutely NO food, gum, or drinks are permitted on the gym floor. Water and sport drinks only
- Horseplay, fighting, offensive language, and/or destruction of property are prohibited at all times.
- The City of Farmington is not responsible for any lost or stolen property.
- Pets or animals are not permitted in the gym with the exception of service dogs.
- Any activities deemed unsafe by the gym personnel are not permitted.
- State and local policies, laws and regulations must be observed at all times.
- No smoking, alcohol, or use of drugs shall be permitted.
- Youth parties are permitted only when supervised by a sufficient number of responsible adults. There is also no guarantee on space unless reserved.
- Compliance of any direction given by Farmington Gymnasium staff and following any other rules that they deem necessary and appropriate to provide patrons with a safe and welcoming environment are required.
- Shoes and Shirts are required at all times.
- Those who are under the age of 14 are not allowed in the equipment area at any time
- The track is available to all ages. Those who are under the age of 14 must be accompanied by an adult (18 yrs. of age or older).
- Balls should not be thrown against the walls.
- Playing soccer, softball, baseball and/or football is not allowed in the gym (or any other activity deemed unsafe by gym personnel).

Please note the CLOSED or ADJUSTED HOURS/RULES:

- **New Year's Day**- Opens at 8AM
- **Martin Luther King Day**- No Reservations
- **President's Day**- No Reservations
- **Memorial Day**- No Reservations, No fitness classes
- **Independence Day**- CLOSED
- **Pioneer Day- July 24th**, CLOSED
- **August**- (first week of school) CLOSED FOR CLEANING
- **Labor Day**- CLOSED
- **Halloween**- CLOSED @ 4PM
- **Thanksgiving Day** - CLOSED
- **Christmas Holiday Dec.23rd-25th** - CLOSED
- **New Year's Eve**- CLOSED

THIS AGREEMENT: is made and entered by and between Farmington City, a Utah municipal corporation, herein after referred to as the "City" and "User" which is the individual(s) listed above as the reservation contact person.

THE PARTIES AGREE AS FOLLOWS:

1. **The use of Facilities**- User may use the following specified facilities of the city ("Facilities") at the date(s) and times(s) indicated above. The use permitted by this agreement is expressly subject to the conditions and terms set forth in this agreement.
2. **Deposit**- The deposit fee of 25% is to be paid at the time the reservation is made. The deposit will not exceed \$150. The deposit shall be refunded to User at the conclusion of the user's use of facility, subject to user's compliance with the terms and requirements of this agreement. The deposit fee will be refunded within two weeks following the reservation date if the facility and its premises are left clean and damage free.

3. **Partial Payment-** Partial payment of 25% of the total reservation charge is due at the time of reservation partial payment is used to hold your reservation date(s). Full payment is due two weeks before the reservation date. Payment may be mailed, dropped off at the parks and recreation department (720 West 100 North) or paid over the phone with a Visa or MasterCard. Reservations must be paid in full to use the City ("facilities") if not paid within two weeks, reservation will be cancelled.
4. **Cancellations-** use may cancel and distinguish user's right to use the facilities up to fourteen (14) days prior to the date scheduled for the use of facilities. If cancelled prior to fourteen (14) days there will be a \$5.00 processing fee charged. If a cancellation is made as permitted in this section, the city shall promptly refund the user and monies received, less the processing fee or cancellation fee. The cancellation fee shall either (\$50.00) or the amount of the partial payment whichever is less, and is to compensate the city for processing the cancellation and rescheduling of the facilities.
5. **Supervision-** user shall provide adequate competent supervision of all person's invitees and employees who use the facilities at the date and time specified above and shall comply with all provisions of these agreements. Use shall designate additional responsible adult supervision stay with them in the gym (1 adult per 8 youth).
6. **Conduct-** person using the Farmington City Gymnasium shall conduct themselves in a lawful and socially acceptable manner in accordance with the following specifications:
 - A. No foul or abusive language, conduct, gestures or activities are permitted at any time
 - B. Shoes and shirts are required
 - C. No smoking, alcohol, or use of drugs shall be permitted
 - D. Youth parties are permitted only when supervised by a sufficient number of responsible adults
7. **Regulations-** User's, and all person User is responsible for supervising, shall obey all directions and instructions from authorized city representatives and shall comply with all applicable rules and regulations of the City regarding use of the facilities, including animal control laws, business license regulation, and other city codes and rules relations to use of the facilities.
 - A. Horseplay and/or fighting will not be tolerated at anytime
 - B. No foul or abusive language is permitted at anytime
 - C. No running, pushing on the deck
 - D. No smoking, drugs or alcoholic beverages allowed in the gym facility
8. **Persons Using the Gymnasium shall adhere to the following regulations:**
 - A. No open flames, lighted candles, portable electric heaters, smoke/fog machine, or other fire hazards are permitted and only one appliance or lighting fixture may be used on each outlet
 - B. Persons shall be limited to use only those are properly reserved
 - C. Hallways, stairways, exits and other traffic areas are to remain free of tables, chairs, boxes and other items. At all times
 - D. No nails, tacks or other items may be used in the woodwork or walls, and no items may be strung or attached to the walls
 - E. Other person and/or entity reserving the facility is responsible for the conduct of the participants and guests
 - F. Pets and animals are not permitted in the gymnasium, other than service dogs
 - G. No gambling is permitted
 - H. Light refreshments, lunches, and dinner and allowed, in designated areas. Red case punches, grape juice or liquids that could stain or damage carpet or floor are not allowed
 - I. No activities which could endanger the public health and safety are permitted
 - J. Children attending the activities shall be supervised by an adequate number of adults at all times

K. Any additional rules or regulations that may be adopted by the city pertaining to the use of the gymnasium

9. Damaged and clean up- User, and all person user is responsible for supervising, shall use the facilities in a safe, prudent and responsible manner and only for their usual ad intended purposes, and the user shall be liable for any damage, other than ordinary wear and tear, resulting to the facilities which is caused by wither the user and or the persons user is responsible for supervising, the user shall leave the facilities in clean and orderly condition, all trash shall be disposed of properly; and the equipment used shall be returned to its designated location.

10. No Sponsorship- unless otherwise in writing, use shall not represent or imply that the city in any way sponsored, supports or endorses the activities for which the facilities are being used by the user.

11. Assignment and Amendment- the user shall not assign or transfer any rights under this agreement without prior written consent of the city being first obtained. Any amendment or modifications to the term of this agreement shall be in writing, signed by the parties hereto and attached hereto.

12. Indemnity- user agrees to assume all risk and hereby waive and release any and all claims user may have or bring against the city and its offices, employees, agents, representatives, and sureties, for and damage, injury, loss, or expense, including attorney fees, either to the user or any person using the facilities under users harmless and indemnify the city and its officers, employees, agents, representative and sureties, for any damage injury, loss to any person using the facilities under user supervision.

13. Acceptance of Facilities as is- user hereby affirms that user has had the opportunity to inspect the facilities and accept the same "as-is" in their current condition. The city assume no liability for injury to, or damage to property of person using the facilities pursuant to this agreement.

14. Entire agreement- this agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous agreements, promises, representations or understanding which are not contained herein with respect to hereto shall be a force or effect.

15. Additional rules- any additional rules or regulations may be adopted by the city pertaining to the use of the gymnasium.

16. Sound- amplified sound/bands shall not be used when the gym is in use by other patrons. Consent must be granted by the gym manager.

17. Special conditions of Use: _____

In witness whereof, the parties hereto have executed this agreement individually or by and thought their respective, duly authorized representatives as if they day and year first herein above written.

Signature: _____

Print Name: _____

Date: _____ Approval: _____

