CITY OF MOAB UTAH

FACILITY RENTAL AGREEMENT

by and between

CENTER STREET BALLPARK
CITY OF MOAB,
A MUNICIPAL CORPORATION

and

Scots on the Rocks Moab, LLC, Moab Celtic Festival
I. **TERM** – This legal document ("Facility Rental Agreement" or "Agreement") is a rental agreement for a term of 13 days beginning on the day of **October 13, 16 & 17, 2021**.

II. **LANDLORD and TENANT** – This Facility Rental Agreement is entered into between the City of Moab, Center Street Gym ("City" or "Landlord") with mailing address of 217 E. Center Street Moab, UT, 84532 and ("Tenant") with mailing address of:

   SOTR, PO Box 456, Moab, UT 84532

   phone number of: **435-210-0080** and

   email of: **clanlamontofutah@yahoo.com**.

The City and Tenant are collectively referred to as "the Parties."

III. **PREMISES** – The City agrees to rent to Tenant space located at the Center Street Ballpark 198 E Center St. Moab, UT, 84532 (the "Premises") only for the purposes described as follows:

   **Moab Celtic Festival**

   and for use by the following number of persons: **600-1000 daily** (estimated).

IV. **USE** – Tenant agrees that Tenant’s use, and Tenant’s guest’s use of the Premises is limited to that specified above.

   A. **Applicable Laws** – Tenant shall obey, and require anyone else on the Premises to obey, all laws and restrictions that apply to the Premises as well as any federal laws, state laws, municipal ordinances and act in a manner that does not unreasonably disturb any neighbors or constitute a breach of peace.

   B. **Alterations** – Tenant may not make alterations or improvements to the Premises without first obtaining permission from the City in writing of the specific improvement or alteration and how the improvement or alteration will be made.

   C. **Animals** – Animals other than service animals are not permitted on the Premises.

   D. **City Property** – Tenant may not disturb or remove City property without first obtaining permission from the City in writing of the item to be disturbed or removed.
E. **Occupancy** — Occupancy in excess of that specified in section III above is prohibited without the City’s written consent and will be considered a breach of this Facility Rental Agreement.

F. **City Policies** — Tenant agrees to abide by all City policies and procedures, including but not limited to those contained in the City’s Municipal Code and Equipment Rental Application ("City Policies") which are incorporated into this Agreement by this reference.

V. **RENT** — Tenant will pay **$50** per day for a total rental fee of **$150.00**.

Please select one method of payment:
Cash _____ Check XXX Credit Card ____

CC# ____________________________
Exp. __________ CVV ____________

All cash or check payments shall be sent to: **217 E Center St, Moab, Utah 84532.**

VI. **CITY’S ACCESS** — During the term of Tenant’s rental, the City or the City’s representative may enter the Premises with or without the Tenant’s consent.

VII. **DEFAULT** — Tenant shall be in default if the following occurs during the term of the Rental Agreement:

A. If there is an intentional act by the Tenant or the Tenant’s guests that causes destruction, damage, or misuse of the Premises, then the City has the authority to evict the Tenant immediately for unreasonable disturbance;

B. If Tenant fails to perform any of the stated terms of the Rental Agreement and fails to comply after a request to do so by the City;

C. Any violation of any law, regulation or the City’s Municipal Code or policies.

VIII. **TENANCY** — If for any reason the Tenant or Tenant’s guest(s) fail to comply with this Facility Rental Agreement, or the Tenant misrepresented themselves in this Agreement, the Tenant may be found in violation of this Rental Agreement and, at the City’s discretion,
this Agreement may become void.

IX. TERMINATION – The City reserves the right to terminate this Agreement at any time, with or without cause, upon 15 days written notice to Tenant, except that where termination is due to the fault of Tenant, the period of notice may be such shorter time as may be determined by the City Manager.

X. TENANTS ONLY

A. SUBLETTING AND ASSIGNMENT – Tenant agrees not to sublet any part of the Premises or assign this Facility Rental Agreement without written consent from the City.

B. MAINTENANCE – Tenant agrees to keep the Premises properly maintained and in clean, sanitary condition during the term of the Rental Agreement. Tenant must return the Premises to the same condition existed when Tenant took occupancy.

1. It is Tenant’s obligation to notify the City IMMEDIATELY of any conditions that could be hazardous in or about the Premises.

2. Tenant agrees that they will be held accountable for any damage made by Tenant or their guests on the Premises.

C. ABANDONED PROPERTY – The City will consider any personal property left behind by Tenant to be abandoned. In this case, Tenant agrees that City may remove and dispose of Tenant’s personal property and is not responsible for storage or disposition.

XI. NON-DISCRIMINATION – The City is committed to providing equal opportunity for all persons without regard to race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law. The Tenant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against any person or group of persons on account of race, color, national origin, religion, sex (including conditions of pregnancy), sexual orientation, gender identity, age, disability, veteran status, genetic information or other group protected by federal law or applicable state or local law in the performance of this Agreement.
XII. INDEMNIFICATION AND HOLD HARMLESS – To the full extent permitted by law, Tenant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from any and all actions whether judicial, administrative, regulatory or arbitrated ("Actions") and any and all claims or damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out of or in connection with this Agreement, operations or activities provided in this Agreement by Tenant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Tenant is legally liable ("indemnitors"), or arising from the Tenant’s negligent, reckless or willful misconduct, or arising from the Tenant’s indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Claims"). The Tenant will defend any Action filed in connection with any such Claims and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection with any Claims. Tenant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such Claims. This indemnity and hold harmless obligation shall be binding on Tenant’s successors and assigns and shall survive termination of this Agreement.

XIII. TIME – Time is of the essence concerning this Facility Rental Agreement and its terms.

XIV. LEGAL ACTION – In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

XV. UTAH LAW – This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Utah. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the District Court, Seventh District, State of Utah, or any other appropriate court in Grand County, and Tenant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation
in a U.S. District Court, venue shall lie exclusively in the District of Utah, Tenth Circuit.

XVI. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES – No officer or employee of the City shall be personally liable to the Tenant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Tenant or to its successor, or for breach of any obligation of the terms of this Agreement.

XVII. NOTICES – Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager, City of Moab, 217 East Center Street, Moab, UT 84532 and in the case of the Tenant, to

SOTR, PO Box 456, Moab, UT 84532

Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or within four days from the time of mailing if mailed as provided in this Section.

XVIII. INTERPRETATION – The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

XIX. ENTIRE AGREEMENT – This Agreement is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties concerning this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and signed by the Parties. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

XX. SEVERABILITY – In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid or unenforceable by an order, judgment or decree of a court of competent jurisdiction, such
invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement which are agreed to be severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

XXI. AUTHORIZATION & WITNESS – The Parties have executed this Agreement by their signature below:

CITY OF MOAB:

______________
Printed Name

______________
Signature

TENANT:

Daniel Lamont
Tenant’s Printed Name

Daniel Lamont
Tenant’s Signature

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