

Midway City Council
19 October 2021
Regular Meeting

Resolution 2021-26 /
Fees and Policies for
Public Buildings



RESOLUTION 2021-26

**A RESOLUTION AMENDING THE MIDWAY CITY FEE SCHEDULE
AND POLICIES AND PROCEDURES FOR THE RENTAL OF PUBLIC
BUILDINGS AND RELATED MATTERS.**

WHEREAS, Pursuant to Utah Code Ann. §10-3-717, Midway City has previously adopted a fee schedule which applies to the provision of municipal services by the City; and

WHEREAS, the Midway City Council finds it in the best interests of the City and the public to amend the fee schedule regarding the rental of public building, in order to more accurately reflect the costs and objectives of the City; and

WHEREAS, Midway City has previously adopted policies and procedures for the efficient and effective operation of the City; and

WHEREAS, the Midway City Council finds that amending the Midway City Policies and Procedures regarding the rental of public buildings will improve efficiency and effectiveness.

WHEREAS, the Midway City Council desires to amend these documents as set forth herein.

NOW THEREFORE, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

The Midway City Fee Schedule is hereby amended as shown on the attached Exhibit “A”.

Appendix “A” of Midway City Policies and Procedures are replaced with the attached Exhibit “B”.

PASSED AND ADOPTED by the Midway City Council on the _____ day of _____, 2021.

MIDWAY CITY

Celeste Johnson, Mayor

ATTEST:

Brad Wilson, Recorder

(SEAL)

DRAFT

Exhibit A

DRAFT

Water Impact Fee (3/4" meter)	\$2,300.00
Water Impact Fee (1" meter)	\$3,833.00
Water Impact Fee (1.5" meter)	\$7,677.00
Water Impact Fee (2" meter)	\$12,267.00
Water Impact Fee (3" meter)	\$26,833.00
Water Impact Fee (4" meter)	\$76,667.00
The impact fee for meter sizes greater than 4.0 inches shall be determined by the City Engineer on a case-by-case basis.	
Water Meter Installation	\$50.00
WATTS - Line Extension Fee	\$1,500.00

BUILDINGS

	ITEM	FEE
Town Hall – Large Hall / Stage / Kitchen	Damage / Cleaning Deposit	\$500 (Refundable)
	Monday - Saturday; resident	\$350 daily rate/\$75 per day discounted rate up to 2 consecutive days*
	Monday - Saturday; non-resident	\$550 daily rate/\$100 per day discounted rate up to 2 consecutive days*
Community Center – Large Hall / Stage / Kitchen	Damage / Cleaning Deposit	\$500 (Refundable)
	Monday - Saturday; resident	\$200 day/\$50 per day discounted rate up to 2 consecutive days*
	Monday - Saturday; non-resident	\$300 day/\$75 per day discounted rate up to 2 consecutive days*
Community Center – Conference Room	Damage / Cleaning Deposit	\$500 (Refundable)
	Monday - Saturday; resident	\$50 per day
	Monday - Saturday; non-resident	\$75 per day
Community Center – Small Meeting Room	Damage / Cleaning Deposit	\$500 (Refundable)
	Monday - Saturday; resident	\$30 per day
	Monday - Saturday; non-resident	\$50 per day

* For every 1 day rental at the regular rate, you can rent up to two consecutive days at the discounted rate.

Deleted: Deposit

Deleted: \$400/day*

Deleted: \$500/day*

Deleted: Large Hall

Deleted: Deposit

Deleted: \$50/day*

Deleted: \$150/day*

Deleted: Deposit

Deleted: Resident/non-resident

Deleted: \$15/day*

Deleted: Non-profit groups

Deleted: \$5/day*

Deleted: * This fee is subject to change, to an amount determined by the City, if the rental includes vendors.

CEMETERY

(Use limited to residents of the 84049 ZIP code)

	ITEM	FEE
After Hours Fee	After 3:00 p.m.	\$250/hr.
Burial	Weekday Opening/Closing	\$600
	Saturday Opening/Closing	\$800
Burial (Infant)	Weekday Opening/Closing	\$250
	Saturday Opening/Closing	\$350
Burial (Niche)	Weekday Opening/Closing	\$250
	Saturday Opening/Closing	\$350
Burial Space		\$500
Certificate Transfer		\$25
Disinterment	Weekdays only	\$1,500

Exhibit B

DRAFT



Midway

Town Hall & Community Center Reservation Application & Fee Schedule*

Town Hall

Community Center

	Large hall / Stage / Kitchen	Large hall / Stage / Kitchen	Conf. Room	Small Meeting Room
Midway Resident	\$350 daily rate/\$75 per day discounted rate up to 2 consecutive days. ❖ Note	\$200 day/\$50 per day discounted rate up to 2 consecutive days. ❖ Note	\$50 per day	\$30 per day
Non-Midway Resident	\$550 daily rate/\$100 per day discounted rate up to 2 consecutive days. ❖ Note	\$300 day/\$75 per day discounted rate up to 2 consecutive days. ❖ Note	\$75 per day	\$50 per day

❖ Note: For every 1 day rental at the regular rate, you can rent up to two consecutive days at the discounted rate.

\$500 Damage / Cleaning Deposit Required

I am a Midway Resident _____ I am not a Midway Resident _____ I am a Midway Resident, but I am not the user _____

Today's Date _____

Name of Renter _____ Phone Number _____

Address _____ State _____ Zip Code _____

Secondary Contact _____ Phone Number _____

Building Desired _____ Dates Needed _____

Description of Activity _____ Date & Time Set-Up _____

_____ Date & Time Take Down _____

Number of Attendees _____

Please check all that apply

Town Hall

Community Center

Main Room Stage Kitchen Conference Room Small Room West Small Room East

Tables _____ Chairs _____ Microphone Microphone Stand Piano
(Est. Quantity) (Est. Quantity) (\$25 Fee)

Will there be concessions or sales of any kind at this event? Yes No

If Yes, please explain _____

I understand there will be a pre & post event inspection by Midway City staff _____
(Signature)

I understand absolutely no alcohol is permitted at any time on any city property _____
(Signature)

*Fee Reduction or waiver **MAY** apply for charitable events, 510C3, or events free to the public. **IF** you think you may qualify, please request a Fee Reduction/Waiver application.



Fee Reduction / Waiver Application

Fee reduction or waived is approved by the Mayor & City Council. You will be notified in approximately 2 weeks.

Name of organization: _____

Date: _____

Name of contact: _____

Date of Event(s): _____

Email: _____

Time of Event(s): _____

Mailing Address of Organization: _____

501C3 # _____

City & Zip: _____

Is this event held by an organization or resident of Midway City?

Please check all that apply

This is a charitable event: _____ This event is open to public _____ This event supports arts: _____
(80% or more proceeds to charity)

This event supports sports: _____ This event supports health & wellness: _____ This event supports education: _____

If public, how is it marketed to the Community? _____

What buildings/parks are required? _____

What rooms in the building are requested? _____

What park pavilions are required? _____

Number of Attendees? _____

Description of Event:

Signature _____

Date _____

City Signature Received _____

Date _____

Council Mayor Signature _____

Date _____

Fee Reduced to _____

Fee Waived

Does Not Qualify



Midway

FACILITIES USE AGREEMENT

Midway City – Short-Term Facilities Use Agreement

PARTIES: MIDWAY CITY enters into this Short-Term Facilities Use Agreement with the “User” listed below:

Name: _____
Contact Person: _____
Phone Number: _____
E-mail Address: _____

RECITALS

User acknowledges that use of the Facility is conditioned upon User’s and City’s execution of this Agreement and User’s payment of the required Deposit and Facility Use Fee. User acknowledges and understands that no binding or enforceable agreement regarding use of the Facility shall exist unless and until 1) this Agreement has been signed by User and received by City; and 2) User has paid the required Deposit and Facility Use Fee. This Facilities Use Agreement is for a one-time, short-term use of the Facility described below.

AGREEMENT

For and in consideration of the following promises, covenants and conditions, City and User hereby agree as follows:

1. Use of Facility:

a. Facility to be used: _____

b. Event or Purpose: _____

c. The User agrees that only the Facility described above will be used, and only for the Event or Purposed described above.

d. NO OTHER USE OF MIDWAY CITY FACILITIES IS AUTHORIZED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, MIDWAY DOES NOT ENDORSE, SUPPORT, OR PROMOTE ANY STATEMENT, ACT OR CONDUCT OF USER.

2. Date and Time of Use: User shall be permitted to use the Facility on _____ between the hours of _____ am pm and _____ am pm (the “Event Date”) only.

3. Access and Event Times: The Facility access and use must be within the time specified above. Date and use times include User's preparation, decorating, and or rehearsal time, as well as time after the Event to remove decoration, User equipment, clean-up and other activities. No early or late access to the Facility will be allowed. User and its guests, subcontractors User/City and invitees shall comply with all City rules and regulations regarding parking, loading and unloading. Citations issued for violations of the law are the sole responsibility of the person receiving the citation.

4. Event Deposit and Facility Use Fee: User agrees to pay to City an Event Deposit of \$ _____ at the time of the execution of this Agreement. The Event Deposit shall be equal to ___ % of the total Facility Use Fee. User also agrees to pay to City a Facility Use Fee in the amount of \$ _____ for the use of the Facility described above. The Facility Use Fee must be received by the City at least _____ days before the Event Date. If either the Event Deposit or the Facility Use Fee is not timely received by the City, this Agreement shall be automatically void and User shall have no right to use the Facility. The Event Deposit is non-refundable and non-transferable.

5. Cancellation Policy: If the User cancels the Event, User shall forfeit the Event Deposit. Cancellations must be received ___ business days prior to the Event Date or no refund of the Facility Use Fee will be provided.

6. Damage and Cleaning Deposit: In addition to the Event Deposit and Facility Use Fee described above, a Damage and Cleaning Deposit in the amount of \$ _____ is due at the time of payment of the Facility Use Fee. Upon satisfactory inspection following the completion of the Event, the Damage and Cleaning Deposit will be returned within ___ business days. If the Event is Cancelled, the Damage and Cleaning Deposit will be returned within ___ business days.

7. Responsible Party/Event Coordinating Deadline: The person(s) who completes and signs this Agreement shall be the Responsible Party for the User.

8. **User's Obligations:**
 - _____ a. User shall not violate any Federal, State or local laws or any rules of the City. User shall not allow any Federal, State or local law or rule of the City to be violated by any guest, invitee or third-party attendee of the Event (whether invited or not).

 - _____ b. User shall not make any alterations to the Facility, any fixtures, building systems, or equipment. At the completion of the Event, the Facility shall be left in the same condition it was in prior to User's use of the Facility. It is the User's responsibility to return the Facility in a clean, safe condition. The User shall remove from the Facility all property and materials belonging to the User, its invitees, guests and other attendees at the Event.

If User, its invitees, guests or attendees (whether invited or not) causes damage to the Facility, or leaves the Facility in a worst state of repair and cleanliness than it was prior to User's use of the Facility, City has the option of either a) requiring User, at User's own expense and risk, to clean and restore the Facility to the condition existing prior to User's use of the Facility, or b) make the repairs and cleaning to the Facility using City staff, employees or agents. City shall have the sole and complete discretion in deciding which option to exercise. If City decides to make the repairs and restoration itself, the costs for the same shall be borne solely by User. User shall reimburse City for any repairs, restoration or cleaning needed to return the Facility to its prior state. The costs for cleaning and repairs shall be deducted from the Damage and Cleaning Deposit if that amount is sufficient to cover the costs. City also reserves the right to make an insurance claim against User's insurance provider, and a claim against User, in the event the cleaning and repair costs exceed the Damage and Cleaning Deposit.

- _____ c. User shall exercise care in the use of the Facility and shall comply with guidelines to reduce excessive wear or damage. User agrees to keep the Facility and adjacent areas (including parking areas) in a clean and orderly condition and to remove all waste material at the conclusion of the event. All decorations, signage materials used during the event must be removed by User prior to the expiration of the time listed in this Agreement.

- _____ d. Unsupervised Minors: Unsupervised minors (persons under the User/City age of 18) are not permitted at the User's Event.

- _____ e. Supervision/Security: The City will not provide supervision or User/City security for the Event. The City may, in its sole discretion and based upon the User, the guests or the nature of the Event, require the User to provide security personnel for the Event. The cost of such security shall be the responsibility of the User. No fighting, arguing or disruptive behavior is allowed.

- _____ f. Catering: Any caterer must be licensed and insured. A copy User/City of the caterer's license and insurance must be on file at least _____ days prior to the Event. Uninsured or unlicensed caterers will not be allowed in or around the Facility. If a caterer is not used, a hold harmless agreement must be filled out and signed by User. City assumes no responsibility for any food or beverage provided by or in behalf of User for the Event.

- _____ g. No Smoking: Smoking is prohibited in the Facility and outdoors

User/City within 50 feet of the Facility. Smoking is also prohibited in any other designated “No Smoking” areas. Smoking includes vaping and other similar ingestion methods.

- ___ h. No Flames/Fire/Smoke or Fog: Open flames and the burning of User/City any materials including incense is prohibited. Use of candles must be approved in advance and meet fire code. Fog/smoke machines or other similar equipment are prohibited.
- ___ i. Decorations: Decorations may not be placed in a manner that User/City will damage the Facility. No nails, duct tape, tacks, etc. No glitter!
- ___ j. Conduct: The User and all guests, invitees, and attendees (whether invited or not) shall conform to normal standards of public conduct. Excessive noise, offensive behavior or lewd or suggestive acts or clothing is prohibited.
- ___ k. Animals: No animals are allowed inside the Facility except User/City certified service animals. The animal owner will be required to present documentation verifying certification.
- ___ l. Alcohol: Alcohol is prohibited in the Facility.

9. User’s Personal Property: City does not insure, and is not responsible for any loss, damage, theft or misuse of User’s property, or the property of any person or entity invited by or contracted with User, including but not limited to guests, invitees, employees, agents, contractors, etc. User assumes complete and total responsibility for any such damage or loss. The City assumes no responsibility for User/City equipment used at the Event which is supplied by User or any other party. The City reserves the right to approve equipment and equipment providers.
10. Right to Enter: City reserves the right to enter and inspect the Facility at any time for any purpose during the Event. User shall follow all directives from City staff.
11. Indemnification and Hold Harmless Agreement: User shall hold harmless, defend and indemnify the City of Midway, its employees, elected officials, agents, volunteers and staff members, (collectively referred to as the “City”) from and against any and all liability, loss, damage, expense, costs, (including without limitation costs, attorney’s fees and fees of litigation) of every nature and kind arising out of, or in connection with, or relating to User’s use of the Facility or its failure to comply with any of its obligations contained in this Agreement. This Indemnification and Hold Harmless agreement also covers the actions of any third party invitees and guests

(whether invited or not) that attend the Event, as is intended by the Parties to protect the City to the fullest extent possible under the law. The sole exception to this obligation on the part of the User to Indemnify and Hold the City Harmless is in the event of loss or damage caused by the sole negligence or willful misconduct of the City.

12. No Assignment or Subletting: This Agreement is non-assignable and non-transferrable.
13. User to Provide Supervision/Security: City is not responsible for providing any supervision or security for the Event. City staff members may or may not be present during the Event. User is solely responsible for providing adequate adult supervision, security and monitoring of the Event and all attendees at the Event. Under no circumstances will User allow minors to be present at the Event without adequate adult supervision.
14. Right to Modify: City reserves the right to modify insurance requirements at any time without any advance notice, including coverage limits, based on the nature of the risk, prior experience, prior similar events, identity of insurer or other special circumstances.
15. Termination/Cancellation: This Facilities Use Agreement is granted subject to the terms, conditions and restrictions set forth herein and contained in the attached Addenda. City may revoke this Agreement effective immediately upon User's failure to timely comply with any pre-Event requirement, for any violation of the terms, conditions or regulations of the City, or at any time for misrepresentation. The City may terminate any part of this Agreement without notice in the event of an emergency which, in the opinion and sole discretion of the City, would make the Event unsafe or infeasible. In the event of termination by the City refunds of any Deposits and/or Facility Use Fees paid will be determined by the City on a case-by-case basis.
16. Modification of Agreement: This Agreement and associated Addenda contains the entire agreement between the Parties. Any modifications, changes or amendments to this Agreement must be in writing, signed by the Parties. The Addenda attached hereto are incorporated herein as part of this Agreement.
17. Waiver: No delay or omission of the exercise of any right of the City, or any waiver of any breach or violation by the City under this Agreement shall be construed as a continuing waiver or consent to any subsequent breach or violation.
18. Severability: Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties. The Parties agree that in the event any provision is so stricken, the Agreement shall be reformed to

replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

19. Applicable Law: This Agreement shall be governed by and interpreted according to the laws of the State of Utah. In the event of legal action under this Agreement, venue shall be in Wasatch County, Utah for any State or Local Court action, and in the 10th Circuit for any Federal Action.
20. Time is of the Essence: The Parties expressly agree that time is of the essence in all provisions of this Agreement.
21. Access: Access to the Facility shall be controlled by City staff. Under no circumstances will any key, access code or other means of access be given to User. City staff shall at all times control the locking and unlocking of the building.
22. Acceptance of Terms and Conditions: I have read and understand the above terms and conditions, and agree to abide by these terms and conditions.

USER

_____	Date: _____
Printed Name	

Signature	
_____	_____
	Email Address
_____	_____
Address	Telephone Number

MIDWAY CITY:

By: _____ Date: _____

City Staff shall attach Proof of Receipt of the Following:

Event Deposit: \$ _____

Damage and Cleaning Deposit: \$ _____

Facility Use Fee: \$ _____



FACILITIES USE AGREEMENT

FACILITY USE FOOD POLICY ADDENDUM

User and City have entered into a Facilities Use Agreement. This Addendum provides additional terms and conditions that apply to User's use of the Facility.

Agreement

_____/_____
User/City

Description of Restriction

1. Catering: Any caterer must be licensed and insured. A copy of the caterer's license and insurance must be on file at least ____ days prior to the Event. Uninsured or unlicensed caterers will not be allowed in or around the Facility. If a caterer is not used, a hold harmless agreement must be filled out and signed by User. City assumes no responsibility for any food or beverage provided by or in behalf of User for the Event.
2. Alcohol: No alcohol is permitted in or around the Facility.
3. Supervision/Security: The City will not provide supervision or security for the Event. The City may, in its sole discretion and based upon the User, the guests or the nature of the Event, require the User to provide security personnel for the Event. The cost of such security shall be the responsibility of the User. No fighting, arguing or disruptive behavior is allowed.
4. Unsupervised Minors: Unsupervised minors (persons under the age of 18) are not permitted at the User's Event.

_____/_____
User/City

_____/_____
User/City

_____/_____
User/City

User/City

5. Vehicle Parking/Unloading: User and its guests, subcontractors and invitees shall comply with all City rules and regulations regarding parking, loading and unloading. Citations issued for violations of the law are the sole responsibility of the person receiving the citation.

User/City

6. No Smoking: Smoking is prohibited in the Facility and outdoors within 50 feet of the Facility. Smoking is also prohibited in any other designated "No Smoking" areas. Smoking includes vaping and other similar ingestion methods.

User/City

7. No Flames/Fire/Smoke or Fog: Open flames and the burning of any materials including incense is prohibited. Use of candles must Be approved in advance and meet fire code. Fog/smoke machines or other similar equipment are prohibited.

User/City

8. Decorations: Decorations may not be placed in a manner that will damage the Facility. No nails, duct tape, tacks, etc. No glitter!

User/City

9. Conduct: The User and all guests, invitees, and attendees (whether invited or not) shall conform to normal standards of public conduct. Excessive noise, offensive behavior or lewd or suggestive acts or clothing is prohibited.

User/City

10. Animals: No animals are allowed inside the Facility except certified service animals. The animal owner will be required to present documentation verifying certification.

User/City

11. Alcohol: Alcohol is prohibited in the Facility.

Agreed to by User this ____ day of _____, 202__.



FACILITIES USE AGREEMENT

RESTRICTIONS ON USE ADDENDUM

User and City have entered into a Facilities Use Agreement. This Addendum provides additional terms and conditions that apply to User's use of the Facility.

Agreement

_____/_____
User/City

Description of Restriction

1. **Special Equipment:** The City assumes no responsibility for equipment used at the Event which is supplied by User or any other party. The City reserves the right to approve equipment and equipment providers.
2. **Publicity/Advertising:** All forms of advertising for the Event must be submitted to the City for approval at least ___ days prior to posting or communication. Use of the name or logo of Midway City will not be allowed without including a "non-endorsement" clause, provided by the City.
3. **Supervision/Security:** The City will not provide supervision or security for the Event. The City may, in its sole discretion and based upon the User, the guests or the nature of the Event, require the User to provide security personnel for the Event. The cost of such security shall be the responsibility of the User. No fighting, arguing or disruptive behavior is allowed.
4. **Unsupervised Minors:** Unsupervised minors (persons under the age of 18) are not permitted at the User's Event.

_____/_____
User/City

_____/_____
User/City

_____/_____
User/City

User/City

5. Vehicle Parking/Unloading: User and its guests, subcontractors and invitees shall comply with all City rules and regulations regarding parking, loading and unloading. Citations issued for violations of the law are the sole responsibility of the person receiving the citation.

User/City

6. No Smoking: Smoking is prohibited in the Facility and outdoors within 50 feet of the Facility. Smoking is also prohibited in any other designated "No Smoking" areas. Smoking includes vaping and other similar ingestion methods.

User/City

7. No Flames/Fire/Smoke or Fog: Open flames and the burning of any materials including incense is prohibited. Use of candles must Be approved in advance and meet fire code. Fog/smoke machines or other similar equipment are prohibited.

User/City

8. Decorations: Decorations may not be placed in a manner that will damage the Facility. No nails, duct tape, tacks, etc. No glitter!

User/City

9. Conduct: The User and all guests, invitees, and attendees (whether invited or not) shall conform to normal standards of public conduct. Excessive noise, offensive behavior or lewd or suggestive acts or clothing is prohibited.

User/City

10. Animals: No animals are allowed inside the Facility except certified service animals. The animal owner will be required to present documentation verifying certification.

User/City

11. Alcohol: Alcohol is prohibited in the Facility.

Agreed to by User this ____ day of _____, 202__.



Midway

**FACILITIES LEASE AGREEMENT
(STORAGE)**

Midway City – Facilities Lease Agreement - Storage

This Facilities Lease Agreement - Storage (“Storage Agreement”) is made and entered into this ____ day of _____, 202__ (“Effective Date”) between Midway City, a municipal corporation organized pursuant to the laws of the State of Utah, (“City”) and _____ (“Lessee”). City and User are sometimes referred to herein as “Parties”.

Lessee is a legal entity desiring to lease Facilities owned by City, for Storage Purposes only, pursuant to the terms and conditions described herein.

1. **Grant of Lease:** City leases to Lessee, and Lessee leases from City, the following described premises (the “Premises”) in the Midway Community Center, located at _____, Midway, Utah 84049 (the “Building”)

Room number: _____

City also grants Lessee the right of access to and from the Premises as described herein.

2. **Term:** The term of this Lease will commence on the ____ day of _____, 202__, (the “Commencement Date”) and will continue there on for a term of one (1) year (the “Term”). Either City or Lessee may terminate this Lease upon thirty (30) days written notice to the other Party.
3. **Rent:** Monthly rent shall be \$_____ (“Rent”), payable in advance, on the Commencement Date and on the first day of each month thereafter. Rent shall be payable without prior notice or demand, without offset or deduction at the address of the City as set forth below. In the event that any Rent is not received by City within five (5) days of the date set forth for payment, Lessee shall pay to City 1) a late fee equal to 2% of the delinquent Rent (the “Late Fee”) and 2) interest on such delinquent Rent at a rate of 18% per annum from the date that such delinquent Rent was due through the date that such delinquent Rent is actually received by Lessor. Rent shall be prorated for any part of the Term that is a partial month.
4. **Lessee’s Insurance:** Lessee, at its sole cost and expense, shall secure and maintain through the Term 1) commercial general liability insurance, insuring both City and Lessee against death and personal injuries to one or more persons and damage to property occurring on the Premises or Common Areas or in connection with Lessee’s use and occupancy of the Premises in an amount equal to not less than \$1,000,000.00 combined single limit per occurrence, 2) fire, casualty and extended coverage insurance covering all equipment and personal property of Lessee on or about the Premises, insuring both City and Lessee for full insurable value thereof on a Replacement Cost Basis, and 3) worker’s compensation insurance as required by law. Prior to the Commencement Date, Lessee shall furnish to City a certificate of insurance evidencing such coverage with City named as an additional insured, which certificate shall contain a provision to the effect that such coverage may not be canceled, materially changed, or not renewed with at least thirty

(30) days prior written notice to City. Lessee acknowledges that City is not responsible for carrying insurance covering Lessee's property.

5. **Waiver of Subrogation:** Each Party hereby waives any and every claim which arises or may arise in its favor and against the other Party hereto during the Term for any and all loss or damage to any of its property located within or upon or constituting a part of the Premises, which loss or damage is covered, or is required to be covered, by the terms of this Lease, by valid and collectable fire and extended coverage insurance policies, and if and to the extent reimbursement is made, even if such loss or damage shall be brought about by default or negligence of the other Party or by its employees, agents, servants or any persons claiming under them.
6. **Permitted Uses, Alterations:** Lessee will use the Premises solely for the storage of Lessee's personal property and for no other purpose. Lessee shall not commit waste on the Premises. No alterations, additions or improvements shall be made to the Premises, and no equipment or fixtures shall be installed in the Premises, without City's prior written consent. Use of the Premises shall be subject to rules and regulations adopted by City from time to time. No flammable, hazardous, or other dangerous or noxious materials may be stored on the Premises.
7. **Hazardous Substances:** Lessee shall keep the Premises, the Building and the Common Areas free from contamination by or from any hazardous substances or hazardous waster (as such terms are defined or used in applicable state or federal law or in the regulations issued thereunder).
8. **Compliance with Laws:** Lessee shall comply with all requirements of duly constituted public authorities, and with the terms of any federal, state or local law, statute, regulation, code, ordinance or order applicable to Lessee or to Lessee's use of the Premises, the Building and the Common Areas. Lessee shall indemnify, defend and save City harmless from any and all penalties, fines, costs or other damages, including without limitation, attorney's fees, resulting from its failure to do so. Lessee shall not carry on any unlawful business in or about the Premises, and shall not carry on any business or activity which would endanger the Premises or any portion thereof from fire or cause a forfeiture of any fire insurance that City has or may have on the Building.
9. **Compliance with Building Rules:** Lessee shall comply with all the building rules established by the City, including restrictions on access, hours of access, rules regarding being in the Building, etc. Lessee or their employees, agents or officers may not block or place any items in egress paths including exit doors. Lessee and their employee, agents or officers cannot leave any property in any area except their leased space. Lessee or their employees, agents or officers must remove their trash from the Building and put the trash in containers outside. Lessee and their employees, agents and officers must keep their lease area clean. Vehicles in the parking lot are for daytime parking only and cannot be left overnight in the parking lot. Vehicles left overnight are subject to towing Lease and this Lease shall be subject to immediate termination by City.

10. **Liability:** Neither City nor its officers, elected officials, employees, agents or staff shall be liable for any injury to any person while on the Premises, the Building or the Common Areas or for damage to property while located on the Premises, the Building or the Common Area, whether owned by City, Lessee or a third party, whether caused by or resulting from any act, omission or negligence of City or any of its respective agents, officers, employees, elected officials, agents or staff, or by fire, or by any other casualty or condition existing on or resulting to the Premises, the Building or the Common Area during the Term (except such acts caused by the willful misconduct of City or City's agents, employees, elected officials, officers or staff), nor shall City, its agents, employees, elected officials, officers or staff be liable in any claim for damages by reason of inconvenience or interruption to the operation or business of Lessee, irrespective of the cause therefor (except for actus caused by willful misconduct). Lessee shall maintain all of the insurance policies and coverages referred to in the Lease against any loss or liability on account of any such claim. Lessee shall indemnify, defend and save City harmless from any and all losses, liabilities, damages or costs, including without limitation, attorney's fees, resulting from the acts or omissions of Lessee, or its agents or employees.
11. **Assignment:** Lessee may not assign or transfer this Lease, or sublet the Premises, without City's prior written consent, which may be withheld by City in its sole discretion.
12. **Surrender; Holdover:** On expiration or early termination of this Lease, Lessee shall surrender the Premises, broom clean and free of all debris and in the same condition as at the Commencement Date, subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its personal property and shall remove any alterations or improvements made by Lessee if required by City, and Lessee shall repair all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and City may remove or dispose of it in any manner without liability and recover the cost of removal and other damages from Lessee. If Lessee fails to vacate the Premises when required, including failure to remove all of its personal property, City may elect to either a) continue to treat Lessee as a tenant from month to month, subject to the provisions of this Lease, except the Rent shall be twice the Rent being charged when the Lease term expired; or b) eject Lessee from the Premises using any legal means available, and recover damages caused by wrongful holdover.
13. **AS-IS:** The Premises are leased to Lessee AS-IS and in the condition now existing, with no alterations or other work to be performed by City. Lessee has inspected the Premises and is satisfied with the size, location and condition of the Premises. Lessee acknowledges that Lessor does not warrant any security alarm system or other security for the Premises.
14. **Right of Entry:** City shall have the right to enter the Premises at any time to confirm Lessee's compliance with this Lease and make any necessary repairs, and in the event of an emergency.

15. **Complete Agreement:** This Lease constitutes the entire agreement of the parties and supersedes all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Lease.
16. **Default and Remedies:** Any of the following shall constitute a default by Lessee under this Lease (time of performance being of the essence in this Lease): a) Lessee's failure to pay rent within five (5) days after it is due. City is not required to give notice of past due rent, b) Lessee's failure to comply with any other provision of this Lease within five (5) days following written notice from City specifying the noncompliance, c) Lessee's insolvency, assignment for the benefit of its creditors, commencement of proceedings under any provision of any bankruptcy or insolvency law, or the appointment of a receiver for Lessee's properties, or d) Lessee's vacation or abandonment of the Premises without written consent of the City. Upon any default, City shall have the right to the following remedies, which are intended to be cumulative and in addition to any other remedies provided under applicable law or under this Lease: a) City may at its option terminate this Lease without prejudice to its right to damages for Lessee's breach, b) with or without termination, City may enter and retake possession of the Premises by any means allowed by law, and may use or relet the Premises without accepting a surrender or waiving the right to damages, c) City may recover all damages caused by Lessee's default, including but not limited to an amount equal to delinquent Rent lost because of the default.
17. **Attorney's Fees:** If City incurs attorney fees because of a default by Lessee, Lessee shall pay all such fees whether or not litigation is filed. In any litigation arising out of this Lease, including any bankruptcy proceeding, City shall be entitled to recover attorney fees and expert witness fees and statutory costs incurred in arbitration, trial and on any appeal or petition for review.
18. **Applicable Law:** This Lease shall be construed and interpreted under the laws of the State of Utah.

Midway City

By: _____

Lessee

By: _____

