# **UTAH MILITARY MUSEUM at HISTORIC FORT DOUGLAS**

31 Potter Street Salt Lake City, Utah 84113 801-581-1251

Email questions to: fort\_douglas@utah.gov

For more information, visit our website: <a href="https://guard.utah.gov/fort-douglas/">https://guard.utah.gov/fort-douglas/</a>

## **Facilities Usage Agreement**

Description of Gr	roup and Event	
ORGANIZATION	N:	<u> </u>
PHONE:		<u>_</u>
	TT:	
	EVENT:	
OFFICIAL EVEN	IT (Y/N):	
	JESTED:	
(UMM-HFD) and referred to as "Part signed by an eligib 1. Ac the 2. Inc 3. Ci 4. Do 5. Co bu 6. Sp pa 7. Ot The person signing	("Renter")  "" or collectively "Parties". Reserving ble person in categories 1-7 (check the aportive and reserve component members on the United States adividuals retired from the armed forces of ivilian employees of the Utah National Components of authorized individuals in categories on National Guard property ponsored individuals when personally action as described in this section of the personnel or organizations at the distance of the Utah National Guard property ponsored individuals when personally action as described in this section of the personnel or organizations at the distance of the Utah National Guard property ponsored individuals when personally action as described in this section of the personnel or organizations at the distance of the Utah National Guard property ponsored individuals when personally actions at the distance of the Utah National Guard property ponsored individuals when personally actions at the distance of the Utah National Guard property ponsored individuals when personally actions at the distance of the Utah National Guard property ponsored individuals when personally actions at the distance of the Utah National Guard property ponsored individuals when personally actions at the distance of the Utah National Guard property ponsored individuals when personally actions at the distance of the Utah National Guard property ponsored individuals when personally actions at the Utah National Guard property ponsored individuals when personally actions at the Utah National Guard property ponsored individuals when personally actions at the Utah National Guard property ponsored individuals when personally actions at the Utah National Guard property ponsored individuals when personally actions at the Utah National Guard property ponsored individuals when personally actions at the Utah National Guard property ponsored individuals when personally actions at the Utah National Guard property ponsored individuals when personally actions at the Utah National Guard property ponsored individuals when	of the Utah National Guard and armed forces of of the United States Guard sategories 1 through 3. al Guard while working on-site or conducting ecompanied by a sponsor who is an eligible
	tah Military Museum at Historic Fort Dorental of the following VENUE:	
	er desires to rent the VENUE for exclusi	

NOW, THEREFORE, inconsideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

#### **Rental Period and Fees**

- 1. Rental Period
  - a. The Rental Period for the exclusive use of the VENUE by the Renter is as follows:

ĺ.	Date:	
ii	Time:	

- b. Rental Fees
  - i. In accordance with the calculations above, the total rental fee is:
- \_\_\_\_\_.
- c. Payment
  - i. A complete contract is required to reserve the venue for the scheduled event.
  - ii. 50% of the total rental fee is due at the time of the reservation.
  - iii. The remaining balance is due no later than the day of the event. If the reservation is made less than 60 days prior to the event, the fee shall be paid in full.

## **Renter Requirements**

- 1. Responsibilities
  - a. Renter must remain at the VENUE for the duration of the rental period.
  - b. Renter must abide by the following rules:
    - i. No alcoholic beverages or smoking of any kind.
    - ii. No open flames of any kind (i.e., candles) are allowed in the rental venue
    - iii. Any damages incurred to the Utah Military Museum facilities, exhibits, furniture, etc., during the event, will be charged to the renter.
    - iv. No inappropriate activities or entertainment are allowed inside or outside of the museum.
    - v. The Renter must clean-up the facility.
    - vi. The Military Museum at Fort Douglas is not responsible for loss or damage of personal property left in the facility.

#### **Clean-up Responsibilities**

- 1. Renter is responsible for returning the VENUE to its original state or paying the \$50 cleaning fee.
- 2. For official military functions, the Unit Command team is responsible for clean-up.
- 3. Renter must notify the museum manager of any maintenance issues.
- 4. Clean-up for everyone includes:
  - a. Removing all food and decorations.
  - b. Removing any personal items from the venue
- 5. Renter may pay a \$50 cleaning fee or follow the cleaning checklist.
- 6. Renter is liable for all damages to the VENUE and surrounding site.

### Indemnification

Renter agrees to indemnify and hold harmless Utah Military Museum at Fort Douglas, its officers, staff, and agents from any claims, actions, suits, costs, damages, and liabilities arising from the rental and use of the VENUE, including any negligent actions, willful misconduct, or omissions by Renter or Renter's guests, invitees, agents, and subcontractors.

## Force Majeure

Neither Party shall be liable for failure or delay in performing obligations due to natural disasters or causes beyond reasonable control. In such events, the affected Party shall use reasonable efforts to resume performance. Fees paid by Renter will be returned within thirty (30) days if the event is canceled due to force majeure.

#### Agreement

This Agreement constitutes the entire agreement between UMM-FD and Renter, superseding any prior agreements. No other promises or agreements exist relating to this Agreement.

#### Jurisdiction and Venue

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah. Any legal action shall be brought in the district court in the Third Judicial District of Salt Lake County.

## **Cancellation Policy**

In order to secure a reservation for the venue, a deposit of 50% of the total rental amount must be received. Cancellations more than 60 days prior to the rental date will result in a full refund of the deposit. Cancellations after this date will result in a forfeiture of the deposit. The final payment to secure the contracted venue is due no later than the day of the event. Payments not received by the deadline may result in cancellation of contract.

## **Deposits and Payments**

The standard usage fee for the Utah Military Museum at Fort Douglas is \$75 per hour plus a \$50 refundable cleaning deposit.

Payment can be made by cash, check or credit card. If paying by check, two separate checks are required. One for User's fee and one for the cleaning deposit. The cleaning deposit is refundable following satisfactory clean-up after the event as determined by the attendant. Checks should be made out to the Utah Military Museum at Historic Fort Douglas.

Name:
Unit/Branch (if applicable):
Phone Number:
Email:
Signature:
Date:
Utah Military Museum at Fort Douglas Representative
Signature:
Date:

I have read and understand the above Agreement: