



## EVENT RENTAL CONTRACT

This is the Memorial House Event Rental Contract (“Agreement”). This agreement is between the **Renter** and **Utah Heritage Foundation (“UHF”)**, operator of Memorial House. In this Agreement the words “you”, “your”, “yours”, and “Renter” mean the person who has signed as “Renter” at the end of this document.

UHF, a statewide non-profit organization with the mission to preserve, protect, and promote Utah’s historic built environment, assumed a managing role at Memorial House in 1993. In partnership with Salt Lake City, UHF rehabilitated the building to continue its historic use as a community event center and for its offices. Through our cooperative stewardship, Memorial House today serves as a gathering place identified by its iconic historic style. As stewards of Memorial House, UHF has implemented policies to ensure the building is used in a way that does not cause excessive wear and tear. Please be respectful of the historic nature of the house and grounds.

### RENTAL FEES INCLUDE:

- ☞ Exclusive rental of the Memorial House during the designated times as specified in the contract.
- ☞ A host on site for your entire event.
- ☞ A security guard at the entrance gate to allow your guests admittance to the Park for your event.
- ☞ Customized set up of our tables and chairs:
  - Twenty 66” round tables
  - Six 36” round cabaret tables
  - 150 upholstered chairs
  - Five 8’ banquet tables
  - One 4’ banquet table
  - Two 6’ banquet tables
  - One 48” round table

The Memorial House will set up and break down all tables and chairs to your specifications. Tables may be set up within the Memorial House or on the south lawn. Upholstered chairs may not be set up outside because of possible weather damage.

- ☞ Linens in your choice of color and size for up to fourteen tables. Additional linens can be rented if needed.

### ADDITIONAL FEES:

- ☞ **Additional hourly rental of the Memorial House** – Each additional hour beyond the allotted rental time is charged at a rate of \$100 per hour.
- ☞ **Event Rentals** – Additional items such as extra linens, lanterns, white resin chairs, and audio visual equipment may be rented from the Memorial House. Event rentals should be confirmed 45 days prior to your event. Payment is due at the time of confirmation.

**PAYMENT SCHEDULE:** Reservations require a signed contract and a non-refundable deposit of \$500 to be applied to the rental fee to secure your date. The remaining balance is due 45 days prior to your rental date. If the balance is not paid, your event may be cancelled.

**CLEANING / DAMAGE DEPOSIT:** In addition to your rental fee, a separate fully refundable check for the cleaning/damage deposit of \$500 is due 45 days prior to your rental date. You may choose the option to have a credit card on file for the cleaning and damage deposit. The following requirements must be met to receive a full refund of the deposit:

1. No physical damage to the building, equipment, or property.



M E M O R I A L H O U S E

2. No excessive cleaning required as a result of event use.
3. You must remove all decorations and personal property from the venue at the end of your event.
4. All rental equipment must be neatly stacked in the service area for pick up.
5. All trash must be cleaned up and placed in dumpster.
6. You must follow all Memorial House rules.

If the above terms are met, your cleaning/damage deposit will be voided and returned to you one week after your event.

**CANCELLATIONS:** Cancellations made 45 days or more prior to the event date will forfeit the initial deposit. Cancellations made within 45 days of the event will forfeit the full rental amount including any event rentals or additional charges that have been confirmed at the point of cancellation. All cancellations must be made in writing.

**TRANSFER OF EVENT DATE:** If you need to change the date of your event, a one-time transfer of your deposit can be made without penalty if the transfer is made 45 days or more days prior to the event date. If additional transfers are needed, and additional \$500 per transfer will apply. Within 45 days of the event, all transfers of dates will be charged \$500. All requests for transfers must be made in writing. You are responsible for any difference from the contracted rate to the current rate of the new chosen date at the time of the transfer. The new date must be within one year of the original date. Transfers between responsible parties are not allowed.

**CATERERS:** UHF has a Preferred Caterers list for Memorial House, which includes:

☞ An Exquisite Affair	801.278.7341	<a href="http://www.exquisiteaffaircatering.com">www.exquisiteaffaircatering.com</a>
☞ Cuisine Unlimited	801.268.2332	<a href="http://www.cuisineunlimited.com">www.cuisineunlimited.com</a>
☞ Culinary Crafts	801.355.6575	<a href="http://www.culinarycrafts.com">www.culinarycrafts.com</a>
☞ Done to Your Taste	435.649.7503	<a href="http://www.donetoyourtastecatering.com">www.donetoyourtastecatering.com</a>
☞ Elizabeth's Catering	801.359.7184	<a href="http://www.elizabethscatering.com">www.elizabethscatering.com</a>
☞ Have Party...Will Travel	801.269.8400	<a href="http://www.havepartywilltravel.com">www.havepartywilltravel.com</a>
☞ Le Croissant	801.466.2537	<a href="http://www.lecroissantcatering.com">www.lecroissantcatering.com</a>
☞ Marvellous Catering	801.374.0879	<a href="http://www.marvellouscatering.com">www.marvellouscatering.com</a>
☞ Rico's Mexican Market	801.463.6390	<a href="http://www.ricomarket.com">www.ricomarket.com</a>
☞ Utah Food Services	801.531.0226	<a href="http://www.utahfoodservices.com">www.utahfoodservices.com</a>

If you use a caterer who is not on the preferred list, you will pay an additional \$300.00 fee. Caterers not on the above list must provide proof of general liability insurance in the amount of \$1,000,000 per occurrence naming UHF as an additional insured, business license, and additional documentation as UHF may reasonably require. All one-time caterers are subject to approval and require a one-time event vendor contract to be signed by all parties. All documentation for one-time event vendors must be submitted at least 45 days prior to your event. For safety reasons, all food served at the Memorial House must be provided by a licensed caterer. If you are using a caterer who is not on the preferred list, bar service must be contracted through a bartending service approved by UHF.

**ALCOHOL:** The following rules apply to alcohol service at Memorial House:

1. A certified, licensed, and insured bartender employed by one of the preferred caterers or a UHF approved bartending service must handle, transport, control, and serve all alcoholic beverages at your event.
2. All bartenders must be certified or licensed by the state of Utah to serve alcohol.
3. All alcohol service and consumption must comply with Utah state liquor laws.



M E M O R I A L H O U S E

4. Only bartenders employed by the hired bartending service may have control of and serve alcoholic beverages at the event. The Renter and guests of the event are not allowed to serve alcoholic beverages at the event.
5. Alcohol service must end thirty (30) minutes prior to the end of the event.
6. During the event, the Memorial House must be available to invited guests only. Because the Memorial House is in a city park, alcohol must remain on the premises (including the patio and gated area of the south lawn). Alcoholic beverages are not allowed in the Park.
7. There may be no charge of any kind for alcoholic beverages served at the event or for entry to the event.
8. UHF reserves the right to end alcohol service and/or the event at any time if Memorial House staff determines that any of the rules pertaining to alcohol service have not been complied with or determines that violations have occurred in connection with the service of alcohol at the event.
9. All of the preferred caterers and approved bartending services have provided UHF with a current certificate of Liquor Liability insurance with limits of at least \$1,000,000 per occurrence and name UHF as an additional insured on the policy. These insurance requirements are the minimum requirements and shall not be considered indicative of the limit(s) and type(s) of insurance needed by the Renter or caterer or a limitation of liability in the event of claim.
10. You agree to comply with and cause the event to comply with all of the forgoing provisions. In addition, you agree to hold harmless, defend and indemnify UHF from and against any claims, injuries, causes of action, damages or expenses whatsoever resulting from or arising out of the service or consumption of alcohol at the event, or any failure to comply with the Rental contract.

**CAPACITY:** The maximum number of guests is limited to 300 people. We can accommodate up to 150 people in the main hall for a sit down dinner, and depending on your desired set up, additional dining space for a sit down dinner may be available in the garden room or on the south lawn.

**PARKING:** Memorial House provides a security guard at the gated entrance to Memory Grove Park to allow your guests access to the Park. Guard times will be based on your event needs and confirmed 45 days prior to your event. Please inform your guests they will be greeted by the guard and they will need to give the name of your party to be allowed into the park.

**EXITING THE PARK:** Please be aware Memory Grove Park is located adjacent to a residential neighborhood. Please obey the speed limit of 15 mph and be watchful for the horse drawn carriages.

**OPEN GREEN SPACE:** Memory Grove Park is an open green space utilized by the public. This agreement guarantees exclusive access into Memory Grove Park for your guests' vehicles. Foot traffic into the park cannot be denied to any person at any time. Please be aware that some areas of Memory Grove Park are designated as an off-leash dog park.

**PARK CURFEW:** The Memorial House is located within Memory Grove Park, a Salt Lake City municipal park. The Park closes at 11:00 pm according to city ordinance. Because everyone, including catering and other hired staff, must exit the park by 11:00 pm, events must end no later than 10:00 pm to allow for clean up.

**MUSIC:** Because Memory Grove is a public park and near a residential area, sound must be kept at an acceptable level for others and not in violation of city ordinances.

**PATIO AND SOUTH LAWN:** Memorial House does not allow cooking or food preparation on the patio or the south lawn. Tables may be set up on the patio or south lawn, however upholstered chairs may not be



set up outside because of possible damage. The Memorial House has white resin chairs available to rent for outside use if you need additional outside seating.

**SMOKING:** In compliance with the Utah Clean Air Act, Memorial House is a non-smoking facility.

**DECORATIONS:**

- ☞ Decorations must be set up and taken down in the allotted rental time. The area must be cleaned up and any trash removed at the end of your event.
- ☞ You are welcome to decorate as you wish; however, the Memorial House is a historic building, so tacking, taping, nailing, and tying to any surfaces is not allowed. All wood furniture must remain in place.
- ☞ Candles are allowed as long as the flame is contained within glass.
- ☞ Items that are difficult to clean up such as confetti, flower petals, or streamers are not permitted.
- ☞ Sparklers and other forms of fireworks are not allowed in the Park or Memorial House.
- ☞ The release of balloons is not permitted.
- ☞ Approval is required for all tents. Because of multiple electrical and irrigation lines running through Memory Grove Park, staking is prohibited. Tents must be anchored by water barrels or sandbags.
- ☞ Any rental items you bring or have delivered are your responsibility. You are responsible to set up and take down all rental items. Please arrange to have your rental items picked up the same day of your event. If same day pick up is not possible, items should be neatly stacked in the service area for pick up the following morning. Memorial House is not responsible for loss, theft or damage to rental items.

**TERMINATION:** UHF reserves the right, at any time prior to or during your use of the facilities, to cancel your reservation and terminate your agreement in the event of emergency, physical damage to the building, or other occurrence which at the sole discretion of the Memorial House Manager or the City of Salt Lake, renders the Memorial House unsuitable or unsafe for use, or which requires use of the Memorial House for emergency purposes. Such occurrences include, without limitation any of the following:

1. Fire, flood, earthquake, weather damage, other casualty or act of God causing physical damage to the building or the park.
2. Improvements, alterations, or repairs required by law or otherwise necessary to put or maintain the building and facilities in a safe and fully functional condition including unexpected delays in said repairs.
3. Fire, flood, earthquake, act of God, war, or riot creating an emergency situation requiring Memorial House or the park to be used for coordination of relief efforts or emergency housing and storage.
4. Power failure, restrictive curfews, or other causes beyond the control of Memorial House, which render the facility unfit for intended use.

In the event that your reservation and this agreement are terminated pursuant to this provision, Memorial House will refund your rental fee. Memorial House shall not however be held responsible for any direct, indirect, incidental or consequential damages resulting from such termination.

**NON DISCRIMINATION:** UHF is committed to policies of equal opportunity, affirmative action and nondiscrimination. UHF seeks to provide equal access to its programs, services and activities for people of all abilities. UHF will neither grant nor deny permission to use Memorial House for any reason that is in violation of constitutional standards or discriminates on the basis of race, color, ethnic origin, sex, sexual orientation, religion, handicapped status, age, political belief or other impermissible basis.

**INDEMNIFICATION:** The Renter shall hold harmless, defend and indemnify Utah Heritage Foundation, its officers, employees, and agents from and against any and all claims, losses, causes of action,



M E M O R I A L H O U S E

judgments, damages and expenses including but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this Contract by Renter, (b) Renter's use of the Memorial House premises, or (c) any act, error, or omission on the part of the Renter, or its agents, employees, guests, invitees or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful conduct of Utah Heritage Foundation, its officers, employees, or agents.

**FAILURE TO ADHERE** to any part of this contract will result in a partial or no refund of your cleaning deposit. If there is any physical damage to the building, grounds, furnishings, or equipment, your deposit will be retained until the cost of repair or replacement can be determined. If the cost of said repair or replacement exceeds the deposit, you will be billed for such additional sum and you agree that it shall be immediately due and payable.

SAMPLE



MEMORIAL HOUSE

CONTRACT # \_\_\_\_\_

Date of Event: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Time of Rental: Start \_\_\_\_\_ am/pm ~ End \_\_\_\_\_ am/pm

Set up: \_\_\_\_\_ am/pm ~ \_\_\_\_\_ am/pm

Clean up: \_\_\_\_\_ am/pm ~ \_\_\_\_\_ am/pm

**Contact Information**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

How did you hear about Memorial House? \_\_\_\_\_

**Event Details**

Anticipated Number of Guests: \_\_\_\_\_

Will alcohol be served?  Yes  No

**Payment**

The Renter agrees to pay:	Rental Fee	\$ _____
	Extra Rental Hours (\$100 per hour)	\$ _____
	Décor/AV items (details on worksheet)	\$ _____
	Additional Fees _____	\$ _____
	Additional donation to UHF (tax deductible)	\$ _____
	<b>TOTAL</b>	\$ _____

Deposit Paid \$ \_\_\_\_\_ Received on \_\_\_\_\_

Balance Due \$ \_\_\_\_\_ Due Date \_\_\_\_\_ (45 days before event)

**PLUS** a \$500 damage deposit (separate, refundable check)

As the Renter, I hereby agree to be personally responsible on behalf of myself/my organization and guests for any damage sustained at the Memorial House during my event. This contract is not valid until signed by both parties. All changes to this contract must be in writing.

**AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
Renter / Date

\_\_\_\_\_  
Utah Heritage Foundation / Date