

Key # _____



Nibley City Hall
NON-PROFIT Application
455 W. 3200 S. Nibley, UT 84321

Applicant's Name _____ Name of Organization _____

Address _____

Home Phone _____ Work Phone _____ Cell Phone _____

Type of Activity _____ Maximum Attendance _____

Date(s) Requested _____ Hours Requested _____

- *City Hall may be scheduled by non-profit or club groups Monday thru Wednesday. Thursday mornings are available prior to 12 pm.
- *Holidays, weekends, and Heritage Days are excluded from club use or availability.
- *Reservations may be requested no sooner than 4 weeks of the requested date. If a reservation is not utilized, you may forfeit future use of the building.
- *Each organization may schedule one time per month for one block of time (for example 10:30 am-2 pm or 2 pm-11 pm).
- *Nibley reserves the right to determine priority usage between organizations, as well as cancel rights to use of building.
- *The event must be inclusive to all citizens of Nibley who wish to participate. Any exceptions may be approved by city manager.

Office Use Only

Fee Amounts

| | | | |
|-------------------|------------------|-------------|--------------------------------------|
| Cleaning Deposit | \$150.00 | (Cash Only) | TOTALS FEES DUE \$ _____ |
| Projector Deposit | \$200 (Optional) | (Cash Only) | AMOUNT PAID \$ _____ DATE PAID _____ |

In consideration for the use of the Nibley City Hall, applicant agrees to defend, and indemnify, and hold harmless the City of Nibley, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of the use of the facility. Further, the applicant accepts responsibility for any liability and damage to property sustained or claimed to have been sustained arising out of activities of the above indicated activity or those of any of its officers, agents or employees, whether such act is authorized by this agreement or not; and the applicant shall pay for any and all damage to the property of the City of Nibley, or loss, or theft of such property, done or caused by such persons. Nibley City assumes no responsibility whatsoever for any property placed on the premises. The applicant further agrees to waive all rights of subrogation against the City of Nibley. The provisions of the article do not apply to any damage or loss caused solely by negligence of the City of Nibley or any of its agents or employees.

Applicant is an authorized official of the group submitting this application and is 21 years of age or older. The applicant has read and understands this entire application including all regulations and rules on the backside of this application and agrees to all of the terms and conditions as stated.

I have read and understand the rules, regulations and reservation policies. Further, I understand and agree that violation of the rules, regulations and reservation policies, as stated herein, will result in a forfeiture of the deposit. I am also responsible for any costs incurred by Nibley City in repairing any damage that may occur as a result of the violation.

Applicant Signature/Title _____

Date _____

Rules, Regulations and Reservation Policies

Rules and Regulations

1. It is the intent of Nibley City to make our City Hall available for the use of our citizens. Use by non-community groups of individuals may be scheduled based upon secondary availability. Proposed use of facilities or events by any person, persons, group, or organizations which are not sponsored by Nibley City shall not interfere with the public enjoyment of Nibley City Hall, deter from the health, safety, moral welfare, or recreation of the general public; cause unusual or extraordinary expense to the City; nor draw crowds in excess of the capacity of the facilities.
2. Groups and individuals using the facilities shall abide by all laws and regulations, including fire and safety regulations and Municipal Code restrictions pertaining to the use of the facility. Any group violating the regulations and conditions governing the use of the facilities shall be subject to immediate revocation of facility use privileges and the City will retain all fees previously paid. Groups or individuals that fail to comply or violate Nibley City rules and/or regulations shall not be permitted future use without prior approval of the Nibley City Council.
3. Groups and individuals using a facility are responsible to pay for any damage to or loss of City property connected with such use. Nibley City will not be responsible for the loss, damage, or theft of equipment or articles owned by the user.
4. Renters will be charged a rental fee along with a deposit for the facility being rented. The event must be cleaned up completely ready to vacate the facility by the appointed time. This includes restrooms, kitchens, ovens, stoves, refrigerators, appliances, carpets, floors, garbage containers, locking all windows, turning off all lights, wiping down all tables, chairs, and furniture, etc. Cleaning and garbage supplies will be made available. The deposit may be returned within 10 days after the inspection verifies that no building or property damage has occurred, that no City property is missing, there has been no violation of the rental agreement rules, and the facility is left clean and in orderly condition. Nibley City reserves the right to withhold all or part of the cleaning deposit for any violation of this rental agreement, or for any costs incurred to the city.
5. Failure to be out of the building or facility on time may incur an additional fee, which will be withheld from your deposit or charged to your credit card.
6. The following are prohibited at the Nibley City Hall:
 - a. Possession and/or consumption of alcoholic beverages or illegal drugs.
 - b. Smoking inside any building facility.
 - c. Decorations, which are nailed, taped, or otherwise attached to walls or ceilings. All decorations must be fireproof.
 - d. In the case of wedding ceremonies and/or receptions, no rice or confetti will be thrown. Doing so will result in a total forfeiture of the deposit.
 - e. No candles, open flame, or flammable material of any kind.
 - f. Storage of any unapproved private property in any public facility.
 - g. Use of equipment or other items that could mar the surface of the floors.
 - h. Charging admission to any facility, except by approval by the City Manager.
 - i. Overnight use without approval of the City Manager.
 - j. No furnishings may be removed from the buildings.
7. Food and refreshments will be permitted only in designated areas and by approval of Nibley City.
8. The City employee in charge of any facility is authorized to enter any room at any time in the performance of their duties. In the use

of any City facility, individuals and groups shall be subject to the direction of the City employee in charge of the facility.

9. Amplified equipment permitted only with the approval of Nibley City.
10. All activities (including set up and take down) must take place on the day of the event and between the hours of 8:00 a.m. and 11:00 p.m., unless directed otherwise by the city staff.
11. During normal business hours (9:00 a.m. until 5:00 p.m.), no amplified music will be permitted.

Reservations

1. Reservations for the Nibley City Hall require all persons to complete a Nibley City Hall Reservation and Rental Agreement.
2. All applications for reservations should be submitted at least two (2) weeks in advance on the official form provided by Nibley City, which shall constitute a contract between the user and Nibley City and will include by inference all terms and conditions of these regulations. Nibley City may review applications submitted for facility reservations within the two-week period based upon availability.
3. All applications must be signed by a responsible adult, twenty-one (21) years of age or older, or the president, or other official representative so designated by the board or the requesting organization. The person/persons signing the application must be present at the event at all times and is responsible for the supervision of the event and have the approved application on their person. Applications are nontransferable to other groups, facilities, dates, or times.
4. No reservation is confirmed until all fees are paid in full.
5. Reservations, contracts, or privileges extended to any person, persons or group, for profit or not, shall not be granted for a period exceeding one (1) year. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any one person or group of people.
6. Nibley City reserves the right at any time to refuse use of any facility to any group or individual who has violated any of the conditions, rules, or regulations governing the use of the facility.
7. Applicants may be required to show proof of insurance before application agreement is approved.
8. If the renter desires to use the audio/visual equipment, an extra deposit of \$200 will be required.

Cancellation or Change Policy

There is a 25% cancellation fee for any reservation cancelled or changed prior to two weeks before the reservation date. If a reservation is cancelled or changed less than two weeks prior to the reservation date no refund will be granted.

Replacement Costs

The amounts listed below will be withheld from the deposit for any items which require replacement, whether because of damage or non-return. Each amount listed is per item. Damages in excess of the required deposit will be billed to the renter. In addition, a cleaning charge of \$20/hour will be assessed if cleanup by city staff is necessary. Cleaning charges will be assessed in one-hour increments.

- Round Tablecloths- 10.00
- Rectangle Tablecloths- 25.00
- Round Table- 225.00
- Table Chairs- 200.00
- Council Chair- 400.00
- Carpet Cleaning- as billed to the City
- Audio System Repair- as billed to the City
- Other physical damage- as billed to the City