

Weber County Parks and Recreation - Winter Yurt

This agreement made this _____ between Weber County,
(Today's Date)
 hereafter called COUNTY, and _____
(Your Name)
 of _____
(Address) (City, State, Zip) (Phone)
 hereafter called LICENSEE, for the license to a use YURT at North Fork
 on _____
(Date of Reservation)

For Office Use Only:		
Amount Paid: \$	_____	CK CC CA
Receipt #:	_____	
Deposit Amnt: \$	_____	CK CC CA
Dep Amnt returned: \$	_____	CK CC CA
Returned by:	_____	<small>(O.N. Employee Signature)</small>

- The Yurt license to use fee is \$150/day, plus a \$150 deposit for up to 6 people.
 Payment for license to use the Yurt is due and payable to the Ogden Nordic via online registration.
 Cancellations will be honored as follows: 30+ day ahead of reservation: full refund; 2 weeks to 30 days ahead of reservation date: refund 1/2 of rental fee + full deposit; Less than 2 weeks out refund of deposit only.
- COUNTY reserves the right to cancel this license to use by providing written cancellation 14 days in advance of the scheduled event. Any deposit paid for the license to use will be returned to LICENSEE in full.
- LICENSEE shall not enter the Yurt any earlier than scheduled 4pm check-in time and will promptly vacate at the scheduled 11am check-out time. No participant of one group shall infringe on the reservation of another group.
- No LICENSEE is permitted to sublet use time to another group. Any cancellations will be filled by the Ogden Nordic personnel, no exceptions.
- Any participant whose behavior is deemed by the Ogden Nordic or Parks and Rec. staff, in their sole discretion, to be dangerous or obnoxious to others using the facility, shall be barred from the facilities, asked to vacate the facilities and will forfeit the remainder of the use time and not receive a refund in full or in part.
- Alcoholic beverages in kegs, barrels, or containers larger than 32 oz. are not allowed.
 Anyone found violating this rule will be asked to leave the facility and will not receive any refund of fees paid.
- LICENSEE is responsible for replacement costs of damages to the facility licensed during the LICENSEE's contracted time, due to the LICENSEE or participants with LICENSEE's party actions.
- Neither party shall be liable for damages due to the delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but are not limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.
- LICENSEE hereby assumes all liability for any claim, injury or damage that occurs in, on or about the premises used by the LICENSEE or arising out of LICENSEE's performance of this agreement. LICENSEE hereby agrees to indemnify and save harmless Weber County, it's officers, agents and employees, from and against any and all claims resulting from the use of premises by the LICENSEE, the LICENSEE's invitees, licensees, agents and employees.

10 WORKER'S COMPENSATION (Please initial the one applicable to your event)(only applicable for businesses who are renting)

- A. _____ LICENSEE's WITH EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE agrees to secure workers' compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-1-46).
- B. _____ LICENSEE's WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: LICENSEE certifies that LICENSEE is a sole proprietor or business entity without any employees or sub-contractors, and is therefore not subject to workers compensation insurance requirements. LICENSEE agrees to defend, indemnify and hold harmless the COUNTY from and against any and all the workers' compensation claims.

11 SEVERABILITY: It is understood and agreed by the parties that if any part, term or provision of this license to use is held by the courts to be illegal or otherwise invalid, the validity of the remaining portions of provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the license to use did not contain the particular part, term, or provision held to be invalid.

12 This license to use constitutes the entire license to use between the COUNTY and the LICENSEE and any prior understanding or representation of any kind preceding the date of this license to use shall not be binding upon either party except to the extent incorporated in this license to use.

In witness of the license to use between them, the parties have executed this license to use at Weber County, Utah, on the day and year first written above.

Trish Painter - Operations Manager.

Licensee

Date

Date