Sorenson Unity Center

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# Salt Lake City Corporation Guidelines and Requirements for Rental Use of the Sorenson Unity Center

#### **Purpose**

- The Sorenson Unity Center, maintained by the City, serves the community as a place to gather and offers the public access to the space for community services, exhibitions, facility reservations, and rentals.
- Rental fees are set each fiscal year by the City Council.
- Community access to the Sorenson Unity Center is a priority for the facility and, therefore, there is no charge for use of the space by City Departments, Community Councils, and programming activities which are free and open to the public with no commercial activity.
- In allowing the limited use of the Sorenson Campus for public and private events and programs, the City
  does not intend to create a public forum, but rather intends to create a limited forum for the purposes set
  forth in this policy. To the extent any portion of the Sorenson Campus has previously become a designated
  public forum, the City hereby states its intention to convert that space into a limited forum as described in
  this policy.

## Application Process

- An Application for Use form (Application) must be completed and submitted to Sorenson Unity Center staff.
- The Application must be approved by the Sorenson Unity Center. If the Application is approved and all
  conditions have been met, a Rental Agreement and Invoice form will be issued to the applicant (Renter).
- The Renter must complete and sign the Rental Agreement and Invoice and return it, along with the necessary damage deposit (as listed on the Rental Agreement and Invoice form) to Sorenson Unity Center staff after reading these Guidelines and Requirements for Rental.
- Please note: The Sorenson Unity Center operates on a first come, first served, first pay basis. The date and time for an event (Event) is not considered "booked" nor is a space officially reserved until the deposit and signed Rental Agreement and Invoice are received.
  - For an application to be approved, all outstanding payments from previous Events mustbe paid in full by credit card or cashier's check.
  - If an Event is booked less than 30 days in advance, complete deposit and rental payment must be made with credit card or cashier's check only.
- The Sorenson Unity Center reserves the right to deny an application for any reason, including, but not limited to, the Renter not paying for prior rental use in a timely manner or failing to follow Guidelines and Requirements for past uses and/or rentals of the facility.
- All Renters must comply with these Guidelines and Requirements, as modified from time to time, and such additional terms and conditions that are contained in the Rental Agreement and Invoice.

#### **Rates**

- For current rental rates, please see the Rental Rates sheet, which can be found on the SLC website at slc.gov
- Rates for all areas other than classrooms are for a 6-hour consecutive period including set-up and clean-up. Classroom rates are per hour.
- Storage of equipment, theatrical sets, sound equipment, or other furnishings at the facility during multi-day rentals will incur the 6-hour rental rate per day.
- The maximum rental period for multi-day rentals is 2 weeks.
- Rental Rates are based on the following categories:
  - For profit business/individuals
  - Nonprofit charging a fee
  - Nonprofit not charging a fee
  - Glendale or Poplar Grove residents
- Nonprofit organizations must have 501 (c) (3) status
- Poplar Grove and Glendale residents must live in 84104 or 84116 zip codes. Proof of residency is required.
- Additional charges for janitorial services may apply.

## Reservations & Deposits

- To confirm a reservation for the Sorenson Unity Center the proposed renter must deliver a Reservation and Damage Deposit ("Deposit") along with a signed Rental Agreement and Invoice.
  - A \$114 Deposit is required for an Event serving fewer than 75 participants.
  - A \$286 Deposit is required for an Event serving 75 participants or more.

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# Reservations & Deposits continued

- The Event date and time are not confirmed until both the Deposit and a signed Rental Agreement and Invoice are received by the Sorenson Unity Center.
- The Renter is financially responsible for any damages incurred by Renter, its agents, vendors, employees, licensees, permittees, contractors, subcontractors and invitees.
- The Deposit, minus any necessary deductions for damaged property, clean-up and other work necessitated by Renter's failure to perform such work, and other costs resulting from modifications to the Rental Agreement and Invoice or Renter's failure to comply with the terms of the Rental Agreement and Invoice, will be returned to the Renter within 45 days after the Event.
- If part or all of the Deposit is withheld, the Sorenson Unity Center will deliver to the Renter a written explanation of the amounts withheld, within 45 days after the Event. The amount withheld is at the discretion of the Sorenson Unity Center.
- Each room utilized in the facility for an Event will be inspected for condition and damage by both Sorenson Unity Center staff and Renter for any signs of damage before the start of the Event. After the Event, Sorenson Unity Center staff and the Renter will both inspect the property for condition and any damage. The Room Condition Report checklist will be used by Sorenson Unity Center staff to determine the amount to return of the Renter's deposit.

#### **Payments**

- All charges, including the Deposit and the Total Rental Fee, must be paid in full 30 days before the Event.
- Accepted forms of payment are:
  - Check (personal, business, or cashier's)
  - · Money Order
  - Credit Card
- The Sorenson Unity Center reserves the right to cancel the Rental Agreement and Invoice if the Deposit and the Total Rental Fee are not paid when due.
- Salt Lake City imposes a surcharge of 2.35% on the transaction amount on credit card products, which is not greater than our cost of acceptance. There is no surcharge on debit cards.

## Cancellation Policy

- · Cancellation by the Renter must be made more than 30 days before the Event to receive a refund.
- The Sorenson Unity Center will not refund any rental payments received within 30 days of the Event if the Renter cancels the Event or if the Event is cancelled due to the inability of Renter to comply with these Guidelines and Requirements.
- Changing a date for the Event within 30 days of the Event is treated as a cancellation.
- Cancellation must be made in writing or full payment will be required.
- An Event can be cancelled by the Sorenson Unity Center Staff at any time, for any reason

### Caterer, Music, Entertainment & Photography

• The Renter may select the caterer, musicians, DJ, and photographer of its choice for its Event. However, the Sorenson Unity Center has the right to review all providers and prohibit any provider based on previous infractions of these Guidelines and Requirements.

### Flowers, Decorations, Equipment & Banners

- The Sorenson Unity Center reserves the right to approve the location and manner of displays and decorations.
- Without limitation, the Sorenson Unity Center may require the removal of any decorations that do not conform to the following guidelines:
  - The exhibits, furniture, equipment, personal property, physical improvements, landscaping, or planters located at the Sorenson Unity Center may not be moved, rearranged or otherwise disturbed.
  - No signs, banners, or displays may be affixed to any structure at the Sorenson Unity Center other than as pre-approved by the Sorenson Unity Center.
  - No tape or other fasteners may be placed on any furniture, walls, floors, windows, doors, or door frames.
  - Displays must be soundly constructed to protect persons and property from damage and protected in all respects with all federal, state, and City statutes, regulations, and ordinances.
  - Displays must not obstruct or impede access to and through entrances, exits, or passageways. The placement of displays is subject to prior approval by the Sorenson Unity Center.
- If the Renter fails to remove any such decorations, the Sorenson Unity Center may remove such decorations and charge the Renter for the costs of such removal.
- Hanging of banners will be under Sorenson Unity Center discretion and only in locations approved by the Sorenson Unity Center.

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#### **Vendors**

• Vendors must possess all necessary business licenses and/or permits. The Sorenson Unity Center has the right to prohibit a vendor from participating in Events due to previous infractions of these Guidelines and Requirements. Vendor licenses and/or permits must be made available upon request two weeks before the Event.

- Before the Event The Renter is, by default, the primary contact for all communications with the Sorenson Unity Center for the Event. If the Renter is not accessible for any reason, the Renter shall designate a Key Contact to be responsible for all communications with the Sorenson Unity Center. Among other things, the Renter's Key Contact shall be responsible for ensuring that the terms and conditions of the Rental Agreement, Invoice, and these Guidelines and Requirements are fulfilled. The Renter's Key Contact shall be present at the Event at all times unless the Renter's Key Contact specifically designates an alternate representative.
  - An appointment must be scheduled with the Sorenson Unity Center staff at least 30 days before the Event to review the Rental Agreement and Invoice terms and walk through the rental space to review location of any furniture/equipment set up, test A/V Equipment functions, and to finalize Event details.
  - · No property may be delivered to the Sorenson Unity Center before the Renter's scheduled set-up time.
  - A representative of the Renter must be present for deliveries or pickups (i.e. equipment rented from offsite vendors). The Sorenson Unity Center will not provide any services or accept any responsibility for receiving deliveries or removing property for the Renter.
  - Handling and set-up of Sorenson Unity Center A/V equipment is the sole responsibility of the Sorenson Unity Center staff unless otherwise noted.
  - The Renter must research, obtain, and possess all permissions, permits, and licenses required for its programming, Event or direct services. Adequate lead time to obtain such permits, and licenses must be allowed. All permits and licenses must be in the possession of the Renter's Key Contact and must be made available upon request to Sorenson Unity Center staff.
  - If food or other items are given to the public, all vendors must possess all necessary licenses and/or permits. The Sorenson Unity Center has the right to review all vendors and providers and prohibit use. Vendor licenses and/or permits must be made available upon request two weeks before programming the event direct services.

- **During the Event** The Renter, its agents, vendors, employees, licensees, permittees, contractors, subcontractors, and invitees shall comply with all applicable laws, ordinances, statutes, regulations, permits, and licenses, and shall comply with the directives of the City police, fire forces, and the Sorenson Unity Center.
  - Any security requirements for the Event must be staffed by the City's contracted security company or by the Salt Lake City Police Department.
  - No merchandise or food may be displayed or sold at the Sorenson Unity Center without prior written consent of the Sorenson Unity Center.
  - Designated space is set aside for specific purposes and will be used as such. Space is limited to those areas agreed upon by the Sorenson Unity Center and the renter. Opening, set up, and closing time set aside for use of the facility will be strictly enforced.

#### **After the Event**

- No property may be stored at the Sorenson Unity Center after the Event.
- The Sorenson Unity Center will not be responsible for any items left behind or lost or stolen from the Sorenson Unity Center.
- The Renter shall clean up the Sorenson Unity Center immediately after the Event and restore the Sorenson Unity Center to its condition before the Event. The Sorenson Unity Center must be cleared of all evidence of the Event, including trash, litter, chairs, and equipment not belonging to the Sorenson Unity Center. Failure to clean may result in additional charges.

## & Damage Fees Payable by Renter

- Additional Costs Before and after the Event, the Renter and Sorenson Unity Center staff will both inspect the property for condition and any damage. The Room Condition Report will be used by Sorenson Unity Center staff to determine the amount to return of the Renter's deposit.
  - If delay from clean up prohibits the use of the Sorenson Unity Center by other users or Renters, Renter shall pay the Sorenson Unity Center an additional charge as determined by Sorenson Unity Center staff to compensate for lost income and expenses.
  - If any evidence of the Event remains after the Event, the Renter will be charged \$250 per day until clean-up is completed.

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### Additional Costs & Damage Fees Payable by Renter continued

 The Renter shall reimburse the Sorenson Unity Center for all legal fees and costs incurred to enforce these Guidelines and Requirements and any additional terms and conditions contained in the Rental Agreement and Invoice.

#### Standards of Conduct

- The Sorenson Unity Center is a public, shared use space. Due to the shared use of the facility, programming may not contain: explicit sexual imagery; nudity; graphic descriptions or depictions of violence; anything that promotes unlawful or illegal goods, services, or activities; anything that creates a hostile work environment for employees; or anything that would violate applicable City, Utah, or Federal laws, including obscenity, defamation of character, or invasion of privacy.
- The Renter is responsible for the activities and conduct of its agents, vendors, employees, licensees,
  permittees, contractors, subcontractors, and invitees, as well as participants and guests of the Event. The
  Renter shall take all appropriate action to make certain that all persons attending or involved with the Event
  conduct themselves in a lawful and orderly fashion, respectful of the rights of others.

#### Miscellaneous

- First priority in scheduling Events will be given to Sorenson Unity Center programming; thereafter scheduling is on a first come, first served basis.
- Use of the Sorenson Unity Center must not place the Sorenson Unity Center, participants, or spectators
  above an acceptable level of risk or harm, damage, or injury as determined by Sorenson Unity Center staff.
- Mistreatment of persons or property or violation of these Guidelines and Requirements may constitute justification for denial of future requests by the Renter to use Sorenson Unity Center.
- The Sorenson Unity Center is committed to policies of equal opportunity, affirmative action, and
  nondiscrimination. The Sorenson Unity Center seeks to provide equal access to its programs, services, and
  activities for people of all abilities. Reasonable prior notice is needed to arrange accommodations. The
  Sorenson Unity Center will neither grant nor deny permission to use its facilities for any reason that is in
  violation of constitutional standards or that discriminates on the basis of race, color, ethnic origin, sex,
  sexual preference, religion, ability, age, political belief or other impermissible basis.
- All, agents, vendors, employees, licensees, permittees, contractors, subcontractors, and invitees of the Renter are bound by these Guidelines and Requirements and the terms of any permits and licenses applicable to the Event.

#### Indemnification

• The Renter shall hold harmless, defend, and indemnify the Sorenson Unity Center, the City, and their members, officers, directors, employees, and agents (collectively, "Covered Parties") from and against any and all claims, losses, causes of action, judgments, damages, and expenses, including but not limited to attorney's fees, because of bodily injury, sickness, disease, death, or injury to or destruction of property or any other injury or damage resulting from or arising out of (a) performance or breach by the renter of the these Guidelines and Requirements and the terms and conditions of the Permit, (b) the Renter's use of the Sorenson Unity Center or property adjacent thereto, or (c) any act, error, or omission on the part of the Renter, except where such claims, losses, causes of action, judgments, damages, or expenses result solely from the negligent acts or omissions or willful misconduct of the Covered Parties.

My signature verifies that I have read this document, **Salt Lake City Corporation Guidelines and Requirements for Rental Use of the Sorenson Unity Center,** and agree to all terms set forth in such.

Applicant name (please print)		
Applicant signature	Date	

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