



Permit Terms and Conditions Continued

City of West Jordan
Public Works Department
8030 S 4000 West
West Jordan, Utah 84088
(801) 569-5700
Fax (801) 569-5709
Parks On-Call (801) 301-1833

1. The West Jordan Facility Use Policy (the "Policy") is incorporated into this permit by reference. A copy of the Policy may be downloaded at www.wjordan.com.
2. Subject to the terms and conditions of this Permit, the person or entity to which this Permit is issued (the "Permit Holder") shall have exclusive use of the specified West Jordan City Facility, or area within the Facility, during the time(s) specified in the Permit. The reserved Facility or area will not be available for reservation by others. However, this is not a guarantee of availability as City Facilities may be subject to closure in accordance with City ordinances, rules, regulations and the Policy; unless specifically stated in writing, the Permit does not authorize use of the Facility during any closure.
3. It is a condition of this Permit that the Permit Holder and the Permit Holder's agents, vendors, employees, licensees, permittees, contractors, subcontractors (the "Permit Holder Parties") and all invitees, attendees and participants shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations, and the Policy. The Permit Holder is responsible to ensure such compliance and shall report violations to the Events Coordinator or Department immediately.
4. The Permit Holder represents and warrants that it will have personnel available at all times during the event or activity. The Permit Holder shall determine the need for security and shall provide, at its own expense, security personnel as needed.
5. All permits and licenses, including this Permit, must be in the possession of the Permit Holder or Permit Holder Parties during the use and must be available upon request by any City staff or other jurisdictional authorities. It is the Permit Holder's responsibility to obtain the additional permits and licenses required by all other jurisdictional authorities.* The Permit Holder is responsible to provide copies of all permits and licenses, including without limitation this Permit, and the Permit Terms and Conditions to the Permit Holder Parties.
6. Payment is the Permit Holder's responsibility. Failure to pay fees, deposits or Additional City Services as determined by the Events Coordinator or Department in accordance with the Permit or Policy, may result in cancellation or denial of the current and future reservations and permits.
7. Current and future reservations and permits may be cancelled or denied for failure to comply with, or report violations of, applicable laws, ordinances, rules and regulations, the terms of this Permit or the Policy. No action or failure to act by the City, its officers, agents, employees or volunteers shall constitute a waiver of any right to enforce laws, ordinances, rules and regulations, or this Permit, nor shall any such action or failure to act constitute an approval of or acquiescence in any violation.

* As a courtesy, the following information is provided for other jurisdictional authorities that may require additional permits and licenses: a) Mass Gathering Permit as required by the Salt Lake Valley Health Department (801-313-6625); b) Temporary Food Handlers Permit as required by the Salt Lake County Bureau of Food Protection (801-313-3320); c) Business permit for Vendor Booths as required by the City of West Jordan Business Licensing (801-569-5010); d) Vendor Temporary Sales Tax License as required by the Utah State Tax Commission (801-297-6303). The City makes no warranty as to the correctness or completeness of this information.



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8. Corporate, private and nonprofit sponsor banners are permitted subject to express written agreement with the City. Banner locations need to be approved by the City.

9. The Permit Holder shall leave the City Facility and surrounding property in a condition of cleanliness and repair substantially the same as prior to the permitted event/activity. Permit Holder shall be responsible for any and all damage caused by Permit Holder, Permit Holder Parties and all invitees, attendees and participants.

10. Rules of Conduct. This permit is subject to the following rules of conduct:

Permit Holder is responsible to check the Facility for safety before each use. Permit Holder shall not permit use of an unsafe Facility, or area of a Facility, by persons connected with Permit Holder. It is Permit Holder's responsibility to notify the Events Coordinator or Department of the unsafe condition.

Abide by the time reserved for your use. Remember that others may be scheduled before and after your reservation.

Neighborhood park fields designed for youth play may not be used by adult leagues or teams.

The soliciting or sale of merchandise, raffle tickets, or services is not allowed without prior approval, subject to current City ordinance.

The sale of food and beverages must be approved by the City, according to the City of West Jordan Facility Use Policy.

A responsible adult must be present at all times.

Glass containers are prohibited on and around City Parks or City Parks Amenities.

Inappropriate or indecent conduct, harassment or language is prohibited.

Permit Holder, Permit Holder Parties, invitees, attendees and participants shall not engage in any of the following: mowing grass; fertilizing; adjusting or shutting off any sprinklers or sprinkler control clocks; changing lighting times or controls; removing sod; relocating or removing any structure; changing field dimension or placement of fields; moving sand to the fields from "tot lot" children's play areas.

NO alcoholic beverages are allowed in any City Facility. Violators are subject to citations and may lose the privilege to reserve City Facilities in the future. The Permit Holder is responsible for the Permit Holder, Permit Holder Parties and all invitees, attendees and participants.

NO fireworks, fires or charcoal or gas grills of any kind are allowed in City Facilities unless expressly authorized, in writing, in this permit.

11. The Permit Holder shall hold harmless, defend and indemnify the city of West Jordan, its elected officials, officers, agents, employees and volunteers (the "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 or death or injury or destruction of property or any other injury or damage resulting from or arising out of (a) performance or breach of this Permit or the City of West Jordan Facility Use Policy by Permit Holder, (b) Permit Holder's use of the City Facilities, or (c) any act, error or omission on the part of the Permit Holder, except where such claims, losses causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the Covered Parties. Nothing herein is intended to be a waiver of the

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12. Permit Holder represents and warrants that, if required, Permit Holder shall procure and maintain for the duration of the reservation or permit insurance against claims for injuries to persons or damages to property in accordance with the Policy.

13. The City shall have the right to terminate this Permit without cause upon 30 days written notice. For termination without cause, Permit Holder will receive a refund of fees paid. Notwithstanding the provisions of this section, the City Manager may immediately terminate the Permit if he/she determines, in his/her sole discretion, that conduct or activities engaged in by the Permit Holder, Permit Holder Parties, invitees, attendees or participants would constitute a violation of, but not limited to, the following sections of the Utah Criminal Code: §76-5-102, Assault; §76-10-506, Threatening with or using a dangerous weapon; §76-6-106, Criminal mischief; §76-9-102, Disorderly conduct; §76-9-101, Riot; §76-9-701, Intoxication; §76-9-104, Failure to disperse; §76-9-702, Lewdness; §76-6-404, Theft; or West Jordan Municipal Code §54-2-102, Fighting. Upon such determination by the City Manager, the City shall have authority to terminate immediately, regardless of whether or not a citation has been issued, charges have been filed, or any person has been convicted.

14. This Permit is not intended for the benefit of any third party or parties, including players, coaches or other participants of the program, and nothing herein shall be construed to confer a right of action upon third parties.

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