

Benson Grist Mill Bowery and Site User Agreement

**325 State Road 138
Stansbury Park, UT 84074
435-882-7678**

(Effective for All Reservations Made Jan. 1, 2016 – Dec. 31, 2016)

Name of Applicant: _____

Organization or event: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email address: _____

Telephone: Home: _____ Work: _____ Cell: _____

Date Requested: _____ Day of Week: _____ Time: From _____ To _____

Number of people: _____

Special instructions: (areas of use and anything needed, such as tables & chairs)

CONDITIONS AND RESTRICTIONS

The undersigned applicant requests the privilege of using facilities at the Benson Gristmill Historical Site (Site) at the above specified date and time. Applicant agrees to abide by and be subject to the following:

1. Applicant is responsible for all damage, loss, or injury incurred at the Site during Applicant's use thereof. The Benson Gristmill Historical Site and Tooele County will be held harmless and indemnified for the negligent acts or omissions of the Applicant.
2. Applicant is responsible for placing all garbage in the Site containers and leaving the bowery clean.
3. The Site, Tooele County, or its agents will not be responsible for the loss or damage of equipment, or other items owned by the Applicant, the organization, or their invitees.
4. Applicant will be responsible for discipline and reasonable, prudent use of buildings, grounds, furnishings, and facilities.
5. Applicant is responsible to ensure that no law violations will be permitted at the Site during its use.
6. Applicant agrees that if any terms or conditions are violated, the premises will be immediately surrendered to Site employees or its agents if required, and that the deposit specified above will be forfeited to the Benson Gristmill.
7. Applicant must be at least 18 years of age and proof of such must be presented if requested.
8. Applicant must maintain an open route to the Site facilities for emergency personnel use.
9. A Site employee will be responsible to unlock and lock facilities as required for use by the Applicant.
10. **This signed agreement, required deposits and use fees must be received by a Benson Gristmill Site employee 30 days prior to the date the Site is to be used. Two weeks notice is required for any cancellation. Failure to cancel in a timely manner will result in the forfeiture of the use fee and deposit.**

11. Deposits will be returned by mail within 21 business days after Site use if damage did not occur and if all other conditions of this contract were and are satisfied. Damage to the Site that exceeds the deposit amount will be billed to the Applicant. Applicant agrees to pay such amount within 15 business days of the billing date.
12. Applicant acknowledges that the Site will remain open to the public during regular business hours.
13. **Alcoholic beverages are not permitted on the Site.**
14. A **NO SMOKING** rule applies to the entire historical site within the perimeter fence. Please advise all smokers within your group.

FEES

<u>USER</u>	<u>USE FEE</u>	<u>DEPOSIT</u>
Daytime Use (25 or less)	\$ 50.00	\$ 100.00
After 6:00 pm (25 or less)	\$ 20.00 per hour	\$ 100.00
Daytime Use (26 to 100)	\$ 100.00	\$ 100.00
After 6:00 pm (26 to 100)	\$ 30.00 per hour	\$ 100.00
Over Night Camping Groups up to 100 people	\$ 125.00 per night + \$1.00 per person over 100	\$ 125.00
Weddings/Large Events	\$ 500.00	\$ 500.00
Ticketed Events (per day)	\$ 500.00 + \$1.00 Per Ticket Sold	\$ 500.00
School Field Trip	\$ 100.00	\$ 100.00

Deposit (Refundable)	\$ _____
Use Fee (Non-refundable)	\$ _____
Total Fee	\$ _____

(Please make checks payable to **Deseret Peak.**)

APPLICANT SIGNATURE _____ DATE: _____

Use of facility authorized by: _____
EMPLOYEE SIGNATURE

Inspection of Site following use conducted by: _____ Satisfactory: Yes No

Deposit returned to applicant on: _____
Date