

AGREEMENT #A -2017
FACILITY USE AGREEMENT

This FACILITY USE AGREEMENT made as of this _____ day of _____, 2017, is between NORTH OGDEN CITY ("Owner") and FAMILY PROMISE OF OGDEN ("User"), a Utah non-profit corporation.

Whereas, Owner and User desire to enter into this Use Agreement regarding the real property described herein ("Premises")

Wherefore, in consideration of the mutual covenants contained herein, Owner and User agree as follows:

1. DESCRIPTION OF PREMISES: Owner and User acknowledge that Owner continues to use the building, associated parking, grounds, and easements known as the Old North Ogden Public Works Building, located at 332 E Pleasant View Drive, North Ogden, Utah ("Old Public Works Building") specifically for storage of Weber County Search & Rescue Services and other municipal purposes. The parties also acknowledge that User's use of the Premises will not interfere with Owner's continued use of the Old Public Works Building.
2. PURPOSE: User intends to use the Premises as an overnight host facility for up to 14 guests currently enrolled in Family Promise of Ogden's program. The host period is one week and the Premises will be used for no less than 2 weeks per year and no more than 12 weeks per year. Volunteers provide meals, bedding, supplies and supervision. This program assists families with children in securing housing, employment, benefits and other services with the goal of moving them from homelessness to independence. User agrees that it shall not use the Premises in such a manner as to interfere with the quiet enjoyment of the portions of the Premises that shall remain occupied by the Owner. User shall cooperate with Owner in the use of parking and other common facilities so as to not unreasonably interfere with Owner's operations, guests, employees and invitees. User agrees to comply with all Federal, State and Local governmental laws, ordinances and regulations affecting the operation of the Premises during the term of this Facility Use Agreement.
3. TERM: The term of this Facility Use Agreement shall begin on _____ and terminate on _____. This agreement may be extended at the option of both parties for an additional two (2) year term. (the "Term").
4. RENT: There shall be no rent charged for the use of the Premises for the Term.
5. INSURANCE: User agrees to keep in force, at its sole cost and expense, a policy of public liability and property damage insurance with respect to the Premises and the activities operated by User in the Premises, with a minimum of \$1,000,000 single limits and \$2,000,000 combined limits for personal or bodily injury and property damage. The policy shall name Owner and User as insured's, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Owner and User ten (10) days prior written notice. User waives its right of subrogation against Owner for any

reason whatsoever, and any insurance policies procured by User shall contain an express waiver of any right of subrogation by the insurer against Owner.

6. DAMAGE: In case the Premises shall be so damaged by fire, earthquake, the elements, or any other casualty as to be untenable, User's term of use herein shall be proportionately abated during any period necessary for Owner to restore said Premises. Owner shall not be liable nor responsible for any User personal property on the Premises. In the event the Premises are unable to be restored, within thirty (30) days of the event causing the damage, to the condition existing immediately prior to the event causing the damage, either Owner or User may provide ten (120) days written notice to the other party that this User Agreement is terminated.
7. INSPECTION OF PREMISES: User has made a physical inspection and examination of the Premises prior to execution of this Use Agreement and acknowledges that the Premises are in satisfactory condition and layout at the time User entered into occupancy. User acknowledges that User is not relying on any representation of Owner regarding the condition of the Premises except as specifically provided in this Use Agreement.
8. SUBLETTING ASSIGNING AND USE: User shall not sublease the Premises without the express prior written consent of Owner, which consent shall be at the sole discretion of the Owner.
9. CONDITION OF PREMISES: User hereby agrees that User is using the Premises in its as-is condition with the exception of the bathrooms. Owner has agreed to make bathrooms functional which includes but is not limited to toilet repair and shower door repair. User further agrees to maintain the Premises in good and reasonable condition and to return the Premises to Owner in substantially the same condition upon the termination of this Use Agreement, reasonable wear and tear accepted.
10. RESERVATION BY OWNER: Owner, its agents or assigns, shall have the right to enter the Premises at any reasonable hour to conduct its business or inspect the Premises to insure the proper and complete compliance by User to the terms and conditions of this Use Agreement. Owner shall have the right to enter the Premises to inspect the Premises and to make repairs, alterations, or modifications as required.
11. INDEMNITY:
 - a) User shall indemnify Owner and save it harmless from and against any and all suits, actions, damages, claims, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by User of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of User, or their agents, contractors, employees, volunteers, invitees, guests, licensees, or concessionaires.
 - b) Owner shall not be responsible or liable at any time for any loss or damage to the personal property or business of User, including any loss or damage to either the person or property of User that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining space. User shall use and enjoy the Premises at their own risk, and hereby release Owner, to the full

extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury, or property damage.

12. MAINTENANCE, EXPENSES AND UTILITIES: Generally, Owner shall be responsible for the maintenance of all core and shell elements of the Premises, which include the base structure including foundation, beams, columns, floor slabs, and roof structure; building envelope, including exterior walls, exterior windows and glazing, and roof; any common areas, including entrance vestibule, fire egress stairways and corridors, mechanical rooms, electrical switchgear, communication equipment rooms and any public toilets; electrical and mechanical systems, including electrical, plumbing, and telecommunications; combination fire standpipe/sprinkler system and central fire alarm system.

User agrees that User will not perform any maintenance of the following without first obtaining the prior written approval of Owner, which consent shall be at the sole discretion of Owner: maintenance of interior partitioning and doors; internal surface finishes (including interior wall cladding, paint, ceilings, and flooring); installation of any window treatments, furnishing, and equipment; and the maintenance of hot water heaters, the central air, and HCAC system.

User shall have the duty of performing normal repair or replacement of light bulbs, HVAC filters, items damaged during User's occupancy of the Premises, and other wear and tear items common to the occupancy of the Premises by the User. Owner shall be responsible for snow removal along the sidewalks surrounding the building and in the parking lot of the premises. Owner shall be responsible for grounds maintenance of the premises, including tree and shrub maintenance, lawn mowing, pest control, weeding and concrete/asphalt maintenance and repair. User agrees to maintain the Premises in a neat and clean condition and shall not permit the accumulation of trash or other debris thereupon.

Owner shall be responsible for the payment of all of the public utilities/services to the Premises required for User's occupancy; including but not limited to, water, sewer, power, dumpster service and natural gas. Utility bills will remain in the name of Owner.

13. EVENT OF DEFAULT – REMEDIES OF OWNER: Upon the occurrence of any of the following events, Owner shall have the remedies set forth below:
- a) User fails to perform any term, condition, or covenant to be performed by User pursuant to this Use Agreement within ten (10) days after written notice of such default.
14. REMEDIES: Upon the occurrence of the event(s) set forth above, Owner shall have the option to take any or all of the following actions, without further notice or demand of any kind to User or any other person:
- a) Immediately reenter and remove all persons and property from the used Premises, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, User.

b) Collect by suit or otherwise any sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision hereof on the part of User required to be kept or performed.

c) Terminate the User Agreement by written notice to User. In the event of such terminations, User agrees to immediately surrender possession of Premises

d) Elect to pursue any remedy allowed by law.

15. ATTORNEY'S FEES: In the event of default, the defaulting party agrees to pay to the non-defaulting party all costs of enforcement hereof, including reasonable attorneys' fees and court costs, whether incurred prior to and/or after court actions.

16. NOTICES: All notices required herein shall be given to the respective parties hereto in writing, mailed postage prepaid, by certified mail to:

USER:
Family Promise of Ogden
Attn: Dave Broderick
P.O. Box 13818
Ogden, UT 84412

OWNER:
North Ogden City Corporation
Attn: Annette Spendlove
505 E 2600 N
N Ogden, UT 84414

Notice may be given by personal service.

17. MODIFICATION TO PREMISES: User agrees that User will be not permitted to make any modifications to the Premises without first obtaining the prior written approval of Owner, which consent shall be at the sole discretion of Owner.

18. HEIRS AND ASSIGNS: Each and all of the terms and conditions contained herein shall be binding upon the parties hereto and shall extend to, bind and inure to the benefit of their respective heirs, assigns, successors and personal representatives.

19. SIGNS AND ADVERTISING: User may place or suffer to be placed or maintained on any exterior door, wall or window of the Premises, or elsewhere in or on the property, any sign, awning, marquee, decoration, lettering, attachment or canopy, or advertising matter of any kind – as long as such advertising is in good condition and repair at all times and conforms with all relative N Ogden City ordinances.

20. OUTSIDE STORAGE: User agrees that there is to be no outside storage of supplies or materials.

IN WITNESS WHEREOF, the Parties have executed this Use Agreement at North Ogden, Weber County, Utah the day and year first above written.

USER:
Family Promise of Ogden

By: _____
Title: _____
Date: _____

OWNER:
NORTH OGDEN CITY

_____ Date: _____
By: Brent R. Taylor, Mayor

_____ Date: _____
Attest: S. Annette Spendlove