

RESOLUTION 24-12

A RESOLUTION SETTING THE HYRUM CITY RODEO GROUNDS RENTAL FEE AND DEPOSIT SCHEDULE AND APPROVING THE RODEO GROUNDS RENTAL AGREEMENT AND CONTRACT.

WHEREAS, Hyrum City owns and operates a Rodeo Arena which is mainly used by the groups or organizations to hold rodeo events for profit; and

WHEREAS, a rental and deposit fee for use of the Rodeo Grounds for private and/or commercial use is necessary to recoup Hyrum City's costs; and

WHEREAS, the Hyrum City Parks Department is recommending setting a rental fee and deposit schedule for use and reservation of these facilities.

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Hyrum City Rodeo Grounds Rental Fee and Deposit Schedule attached hereto as Exhibit "A". These fees and deposits may be revised from time to time by resolution.

BE IT FURTHER RESOLVED, that this resolution shall become effective upon adoption.

ADOPTED AND PASSED by the City Council this 21st day of March, 2024.

HYRUM CITY

Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

RODEO GROUNDS RENTAL AGREEMENT AND CONTRACT

Approved Res

Date of Event:	Type:	Time In:	Time Out:
----------------	-------	----------	-----------

Name:	Today's Date:
Email:	Phone #:
Number of participants:	

\$1,000.00 FINE FOR RESERVING ARENA FOR INCORRECT USE OR A USE NOT ALLOWED

Receipt # _____

MASS GATHERING PERMIT - Capacity 2,135 people

RODEO ARENA			
<input type="checkbox"/> Rental Fee Per Day	\$350.00	Additional Fees:	
<input type="checkbox"/> Deposit	\$300.00	<input type="checkbox"/> Lights Per Day	\$100.00
<input type="checkbox"/> Rental Fee Per Hour	\$40.00	<input type="checkbox"/> Lights Per Hour	\$35.00
<input type="checkbox"/> Deposit	\$100.00		

There will be no charge if there isn't any admission for the event.

\$1,000 FINE FOR RESERVING RODEO ARENA FOR INCORRECT USE OR FOR DAMAGE TO THE PROPERTY (including hamburger stand): PLEASE SIGN NAME: _____

\$1,000 fine paid in cash \$1,000 fine charged to Credit Card

**Tractor Rental or Tractor w/Operator

Rodeo Grounds Inspection and Release Form

_____ 20 _____

The _____ area used by _____
(organization)

on the _____ has been inspected for damage and/or cleanup.
(date/dates)

The amount of deposit to be returned is \$_____.

(authorized park representative)

INITIAL EACH SECTION TO VERIFY YOU HAVE READ AND UNDERSTAND THE RULES AND TERMS OF THIS AGREEMENT:

\$1,000.00 FINE FOR RESERVING RODEO ARENA FOR INCORRECT USE OR FOR DAMAGE TO THE PROPERTY: *Initial*_____

Applicants who rent the rodeo arena under the pretense of a different activity so that he/she can use the arena for a prohibited use will be charged a \$1,000.00 fine or for any damage caused to City property. The \$1,000.00 fine will be paid immediately to the City and/or a credit card placed on file by the applicant will be charged the \$1,000.00 fine immediately.

RENTAL REQUIREMENTS BEFORE RESERVATION: *Initial*_____

Applicant is required to provide Hyrum City the following before a reservation is finalized:

- _____ Rodeo Arena Agreement & Contract Initialed in all required areas.
- _____ Applicant must provide a copy of a minimum of \$1,000,000 liability insurance policy with Hyrum City's name included for arena rental.
- _____ Rental Fee paid upon reservation of the rodeo arena.
- _____ Mass gathering permit through Bear River Health Department is required for events with more than 1,000 people and must be provided to Hyrum City.
- _____ If using the hamburger stand, a Food Handlers Permit must be obtained through the Health Department, provided to Hyrum City, and posted on-site.

CANCELLATION POLICY: *Initial*_____

A refund will only be given if cancellation is made before 14 days prior to event.

ENTRY TIMES AND EXIT TIMES: *Initial*_____

Entry into the arena can be made no earlier than reserved time the day of your reservation.

Exit from the arena (including all clean-up) must be by the reserved time made on your reservation.

If there is early entry or late exit you will forfeit your deposit.

HYRUM CITY'S RIGHT TO CLOSE RODEO ARENA / CANCEL RESERVATION: *Initial*_____

Hyrum City reserves the right to cancel, restrict, and/or limit the use of any reservation at any given time to prevent excessive damage to the rodeo arena. Closures may result from poor conditions or damage which could create hazardous safety conditions for the public and/or excessive repair work to bring the arena back to a usable condition. It is the user's responsibility to obtain arena closure information. Call the Hyrum City Office for an up-to-date report on arena closures.

Hyrum City is not responsible for any costs occurred by applicant if reservation is cancelled.

RODEO ARENA RULES: *Initial*_____ I understand that if the arena & surrounding grounds has not been left clean or if I have broken any of these rules that I will **be charged a fine.**

These activities, beverages, and items are NOT permitted in or on the rodeo grounds.

1. Rodeo arena is open from dawn to dusk unless otherwise posted as reserved.
2. Smoking, E-cigarettes, Tobacco, Alcoholic Beverages (Prohibited in all Hyrum

- City parks & parking lots)
3. No organized events without the written approval of the Hyrum City Parks Department
 4. Hyrum City may close the facility for unforeseen circumstances, weather conditions, or misuse.
 5. Participants are expected to inspect and make sure arena is safe and dry before using.
 6. Please report any damage or hazardous conditions to the Hyrum City Parks Department.
 7. Disruptive, destructive, hazardous, lewd or illegal activity.
 8. Absolutely no stock or horses will be allowed on the lawns around the arena.

RESTROOMS: *Initial*_____ I understand that it is my responsibility to ensure the restrooms are not damaged and have been left clean as listed below and that if there is any damage and/or have not been left clean I will **be charged a fine**. **If large groups over 50/100 attend – rental of porta potties will be required by the renter.**

Hyrum City provides restrooms that will be unlocked during the reserved time of the arena. Applicant is responsible for:

1. Flushing all toilets before leaving.
2. Ensuring sinks and toilets are not plugged.
3. All sink taps are turned off.
4. No Litter on Floors.
5. Garbage in restrooms emptied.

GARBAGE, LITTER, AND/OR DEBRIS: *Initial*_____ I understand that if litter and/or debris have been left in the park; I will **be charged a fine**.

Hyrum City provides cans and dumpsters for the disposal of garbage. Applicant is responsible to ensure all litter and/or debris has been picked up and removed from the park. Applicant must also provide liners for the garbage cans.

DAMAGE TO THE ARENA: *Initial*_____

Any costs that are a direct result of the renter's event, per this contract, will be paid by the renter. The renter will be responsible for all repairs or for payment (per a cost estimate obtained by Hyrum City) to return the arena to its original condition.

OTHER: *Initial*_____

Renter is responsible to pay for garbage pickup, porta potties, and lights.

If after any event the arena is packed down, there will be a \$30.00 charge to have it broken up.

AGREED TO AND ACCEPTED:

By signing this rental agreement, I hereby certify that I understand the terms, rules, and rental contract, that I am responsible for the facilities covered under this agreement, including any and all damage beyond normal wear to arena and restrooms, and that I personally am using said facilities for legitimate, legal purposes, allowed under City policy.

I understand that any violation of City policies retaining to rental or use of this facility will result in forfeiture of my deposit plus the cost of repair or replacement of any and all damages or loss resulting from the rental or use of said facility.

I understand if I break or violate any of these rules I will lose my deposit and rights to rent Hyrum City property in the future.

Signature of Responsible Party

Date Signed

Name – Print

Telephone Number

Address

City

State

Zip