

RESOLUTION 23-15

A RESOLUTION SETTING THE HYRUM CITY BLACKSMITH PARK AMPHITHEATER RENTAL FEE AND DEPOSIT SCHEDULE.

WHEREAS, Hyrum City owns and operates an amphitheater in Blacksmith Park which is mainly used by the public for recreational use; and

WHEREAS, there has been inquiries for the rental of the amphitheater for private events; and

WHEREAS, Hyrum City Parks Department maintains these facilities by sweeping the park, providing restrooms, garbage containers, and mowing lawns; and

WHEREAS, a rental and deposit fee for reserved use of the amphitheater 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 this facility.

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Hyrum City Blacksmith Park Amphitheater 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 1st day of June, 2023.

HYRUM CITY

Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

AMPHITHEATER RENTAL AGREEMENT AND CONTRACT

Approved 06-01-23
Res 23-15

Date of Event:	Type:	Time In:	Time Out:
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Name:	Today's Date:
Email:	Phone #:
Number of participants:	

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

Rental Times Half Day: 7:00 AM-3:00 PM or 3:00 PM-10:00 PM Whole Day: 7:00 AM-10:00 PM

ALL EVENTS- EXCLUDING COMMERCIAL			
<input type="checkbox"/> RESIDENT:		<input type="checkbox"/> NON – RESIDENT (photocopy of credit card):	
<input type="checkbox"/> Rental Fee	<input type="checkbox"/> Whole \$50.00 <input type="checkbox"/> Half \$25.00	<input type="checkbox"/> Rental Fee	<input type="checkbox"/> Whole \$100.00 <input type="checkbox"/> Half \$50.00
<input type="checkbox"/> Deposit \$50.00		<input type="checkbox"/> Deposit \$100.00	
TOTAL RENT \$ _____ Date Paid _____		TOTAL DEPOSIT \$ _____ Date Paid _____	

\$1,000 FINE FOR RESERVING AMPHITHEATER FOR INCORRECT USE OR A USE NOT ALLOWED: PLEASE SIGN NAME: _____	
<input type="checkbox"/> \$1,000 fine paid in cash	<input type="checkbox"/> \$1,000 fine charged to Credit Card

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

\$1,000.00 FINE FOR RESERVING AMPHITHEATER FOR INCORRECT USE OR A USE NOT ALLOWED: *Initial*_____

Applicants who rent the amphitheater under the pretense of a different activity so that he/she can use the park for a prohibited use will be charged a \$1,000.00 fine. 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:

- _____ Amphitheater Agreement & Contract Initialed in all required areas.
- _____ Rental Fee paid upon reservation of the amphitheater.

CANCELLATION POLICY: *Initial*_____

No refund will be given for cancelled reservations.

ENTRY TIMES AND EXIT TIMES: *Initial*_____

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

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

HYRUM CITY'S RIGHT TO CLOSE AMPHITHEATER / 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 amphitheater. Closures may result from poor conditions or damage which could create hazardous safety conditions for the public. It is the user's responsibility to obtain closure information. Call the Hyrum City Office for an up-to-date report on park closures.

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

AMPHITHEATER RULES: *Initial*_____ I understand that if the Park 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 grounds of Blacksmith Fork Park and the amphitheater.

1. No motorized vehicles or trailers allowed on grass.
2. Amphitheater is open from dawn to dusk unless otherwise posted.
3. No glass containers or gum.
4. Smoking, E-cigarettes, Tobacco, Alcoholic Beverages (Prohibited in all of Blacksmith Fork Park)
5. Unruly conduct, language, music, defacing or misuse of the facility may result in loss of park privileges.
6. Hyrum City may close the facility without notice for maintenance, unforeseen circumstances, weather conditions, or misuse.
7. Please report any damage or hazardous conditions to the Hyrum City Parks Department.
8. Disruptive, destructive, hazardous, lewd or illegal activity.

9. Do not leave items in advance to secure the site.
10. No grills, champ chef stoves, or any type of cooker that can spill oil.

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***.

Hyrum City provides restrooms that will be unlocked during the reserved time of the park. 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.

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.

DAMAGE TO THE PARK: *Initial*_____

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

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 park 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