

RESOLUTION 24-38

A RESOLUTION AMENDING THE CANYON LODGE RENTAL FEE AND DEPOSIT SCHEDULE AND RENTAL APPLICATION AND CONTRACT.

WHEREAS, Hyrum City owns property in Blacksmith Fork Canyon known as the Canyon Power Plant Property; and

WHEREAS, the Canyon Power Plant property's primary purpose is to ensure the operation and maintenance of its Power Plant and compliance with Federal Energy Regulatory Commission; and

WHEREAS, as a secondary use of the property Hyrum City operates a small campground, lodge, and park on the Canyon Power Plant property; and

WHEREAS, Hyrum City operates a lodge on its Canyon Power Plant Property which is mainly used by individuals or small groups for day rental; and

WHEREAS, the Canyon Lodge provides a small kitchen, restrooms, and indoor space with tables and chairs for 60 people; and

WHEREAS, a rental and deposit fee for the use of the Canyon Lodge is necessary to recoup Hyrum City's costs to reserve the property; and

WHEREAS, Hyrum City requires a rental contract between the individual renting the property and Hyrum City, such rental agreement sets forth clear rules and expectations for using the property to protect the property and to ensure all residents have an opportunity to use this property; and

WHEREAS, Hyrum City Staff and the Mayor of Hyrum City are recommending amending the Hyrum City Canyon Lodge Rental Fee and Deposit Schedule, and Rental Application and Contract for use and reservation of the Canyon Lodge property.

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Hyrum City Canyon Lodge Rental Fee and Deposit Schedule, and Rental Application and Contract attached hereto as "Canyon Lodge Rental Application and Contract". These fees, deposits, and application may be revised from time to time by resolution.

BE IT FURTHER RESOLVED, that this resolution shall become effective as of January 1, 2025.

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

ADOPTED AND PASSED by the City Council this 3<sup>rd</sup> day of October, 2024.

HYRUM CITY

\_\_\_\_\_  
Stephanie Miller  
Mayor

ATTEST:

\_\_\_\_\_  
Stephanie Fricke  
City Recorder

# CANYON LODGE RENTAL APPLICATION AND CONTRACT

*Approved 01-16-2020 Res 20-02*

**\$1,000.00 FINE FOR RESERVING BUILDING FOR INCORRECT USE OR A USE NOT ALLOWED  
(DANCING IS NOT ALLOWED INSIDE THE CANYON LODGE)**

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

|          |               |
|----------|---------------|
| Name:    | Today's Date: |
| Address: | Phone #:      |

Email \_\_\_\_\_ Receipt # \_\_\_\_\_

**Rental Times Half Day: 7:30 AM-3:00 PM or 4:00 PM- Midnight Whole Day: 7:30 AM- Midnight**

|  |   |   |  |
|--|---|---|--|
| <b>PARTY, WEDDING, BUSINESS, OR CLUB MEETING<br/>LIMITED TO 60 -NUMBER OF PARTICIPANTS RESTRICTED DUE TO SEPTIC TANK</b> |   |   |  |
| <input type="checkbox"/> RESIDENT:   |   | <input type="checkbox"/> NON – RESIDENT (photocopy of credit card): |  |
| <input type="checkbox"/> Rental Fee  | <input type="checkbox"/> Whole \$100.00 <input type="checkbox"/> Half \$50.00 | <input type="checkbox"/> Rental Fee                                 | <input type="checkbox"/> Whole \$300.00 <input type="checkbox"/> Half \$150.00 |
| <input type="checkbox"/> Weekend Inspection Fee (Fri, Sat & Sun)   | <del>\$2550.00</del>  | <input type="checkbox"/> Weekend Inspection Fee (Fri, Sat & Sun)    | <del>\$2550.00</del>   |
| <input type="checkbox"/> Deposit required at time of reservation   | \$200.00  | <input type="checkbox"/> Deposit required at time of reservation    | \$400.00   |
| TOTAL RENT \$ _____ Date Paid _____  |   | TOTAL RENT \$ _____ Date Paid _____                                 |  |

|  |   |
|--|---|
| <b>\$1,000 FINE FOR RESERVING BUILDING FOR INCORRECT RENTAL USE OR A USE NOT ALLOWED: PLEASE SIGN NAME</b> |   |
| <input type="checkbox"/> Resident  | <input type="checkbox"/> Non- Resident            |
| <input type="checkbox"/> \$1,000 fine paid   | <input type="checkbox"/> \$1,000 fine Credit Card |
| <input type="checkbox"/> \$1,000 fine on City Utility Bill   | <input type="checkbox"/> Credit Card Copy on File |

No refund or rescheduling will be given for cancelled reservations.

# CANYON LODGE RENTAL APPLICATION AND CONTRACT

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

## RESIDENT RATE QUALIFICATION: *Initial*\_\_\_\_\_

Hyrum residents are not allowed to rent the building for people that live outside Hyrum City limits.

If the facility is being rented for a wedding reception, birthday party, recital, lessons, etc. the resident of Hyrum City must be the teacher, bride, groom, parents, or grandparents thereof, in order to qualify for the residential user rate.

## \$1,000.00 FINE FOR RESERVING BUILDING FOR INCORRECT USE OR A USE NOT ALLOWED: *Initial*\_\_\_\_\_

Hyrum residents who rent the building under the pretense of a different activity so that he/she is charged a lower rate to use the building; or so that he/she can use the building for a prohibited use will be charged a \$1,000.00 fine. The \$1,000.00 fine will be placed on his/her Hyrum City utility bill or can be paid immediately to the City.

Non-residents of Hyrum who rent the building under the pretense of a different activity so that he/she is charged a lower rate to use the building; or so that he/she can use the building for a prohibited use will be charged a \$1,000.00 fine. The credit card placed on file by the nonresident will be charged the \$1,000.00 fine immediately.

## PAYMENT SCHEDULE: *Initial*\_\_\_\_\_

The Rental Fee and Deposit are due at the time of the building reservation.  
(deposit is included in the rental fee when reserving online).

## CANCELLATION POLICY: *Initial*\_\_\_\_\_

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

## ENTRY TIMES AND EXIT TIMES: *Initial*\_\_\_\_\_

Entry into the building may not be made until the time and date of your reservation – no exceptions.

Entry (includes set-up, decorating, use, etc.) in the building can be made no earlier than 7:30 a.m. the day of your reservation – if you reserved the building for all day or the morning reservation and 4:00 PM for the evening reservation.

Exit (including clean-up) of the building needs to be made before the time stated on your reservation – no exceptions.

Exit from the building (including all clean-up) has to be made before 11:59 p.m. the day of your reservation – if you reserved the building for all day or the 4:00 PM evening reservation and 3:00 PM for the morning reservation. Everything has to be cleaned and removed from the building before midnight.

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

# CANYON LODGE RENTAL APPLICATION AND CONTRACT

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

## SECURITY CAMERA: *Initial* \_\_\_\_\_

Hyrum City has security cameras in the building and will monitor your activity. If it is determined by security footage that rules were broken, such as but not limited to the number of participants exceeded the rental; early or late entrance of the building, damage to the building or property, or the activity was not the activity paid for your deposit will be forfeited – no exceptions.

## DAMAGE TO THE BUILDING: *Initial* \_\_\_\_\_

Any damages that are a direct result of the renter's event, per this contract, will be deducted from the deposit fee. If the amount of damages is determined to be greater than the deposit the renter will be responsible for all repairs or for payment (per a cost estimate obtained by Hyrum City) to return the Canyon Lodge to its original condition.

**BUILDING RULES:** *Initial* \_\_\_\_\_ I understand that if the Canyon Lodge has not been left clean or if I have broken any of these rules that I will forfeit my deposit.

1. Do not leave the building unattended or unlocked without ADULT supervision.
2. Children are not to be left unattended at any time.
3. The occupancy limits of the building vary according to the type of activity. At no time shall the renter permit more than 60 people in the building at any given time.
4. NO – These activities, beverages, and items are NOT permitted in or on the grounds of the Canyon Lodge:

|                                |   |
|--------------------------------|---|
| Gum                            | Sports                                  |
| Smoking, E-cigarettes, Tobacco | Rollerblading, Skating, Skateboarding   |
| Alcoholic Beverages            | Bounce Houses or Slides                 |
| Candles or Flames of any kind  | Hanging items on Walls, Doors, Ceilings |
| Pets                           | Smoke, Haze, or Fog machines            |
| Paint or Glue                  | Barbeque Grills                         |
5. Do not throw or use confetti, rice, glitter, birdseed, or use silly string, shaving cream inside or outside of the building.
6. The tables are fiberglass, do not put any hot dishes or pans on them because the tables could be damaged. Financial responsibility to replace damaged tables is yours. (Replacement costs are about \$250 per table)
7. The rooms (including bathrooms) should be left as clean as you found them.
8. Due to the sensitive heating and cooling system is the building, do not leave any outside doors open. Do not tamper or try to adjust the thermostats.
9. All cleaning (see cleaning checklist attached) of building is the responsibility of renter. Additional reminder - Make sure floors are mopped and vacuumed, restrooms are clean, garbage cans are emptied, lights are off, and close all doors.

## SUPPLIES/ITEMS HYRUM CITY HAS AVAILABLE FOR USE: *Initial* \_\_\_\_\_

Tables and chairs MUST stay in the building and CANNOT be taken outside.

59 chairs and 10 Rectangle tables (8 ft)

# CANYON LODGE RENTAL APPLICATION AND CONTRACT

Cleaning supplies

## AGREED TO AND ACCEPTED:

By signing this building 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 both building and fixtures, 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 and buildings in the future.

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Signature of Responsible Party

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Date Signed

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|  |
|--|
| Deposit Received: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Deposit Amount: \$   |
| Deposit Returned: Yes <input type="checkbox"/> No <input type="checkbox"/> |