

RESOLUTION 24-40

A RESOLUTION AMENDING THE ELITE HALL RENTAL FEE AND DEPOSIT SCHEDULE, AND RENTAL APPLICATION AND CONTRACT.

WHEREAS, Hyrum City owns and operates a recreation building known as the Elite Hall; and

WHEREAS, Hyrum City allows the Elite Hall to be rented for a variety of public and private functions including dancing; and

WHEREAS, a rental and deposit fee for the use of the Elite Hall is necessary to recoup Hyrum City's costs to reserve and inspect the building; 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 Elite Hall Rental Fee and Deposit Schedule, and Rental Application and Contract for use and reservation of the Elite Hall.

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Elite Hall Rental Fee and Deposit Schedule, and Rental Application and Contract attached hereto as "Elite Hall 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 January 1, 2025.

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

HYRUM CITY

Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

ELITE HALL RENTAL APPLICATION AND CONTRACT

Approved 01-03-2019 Res 19-02

****DEPOSIT REFUND IS NOT AVAILABLE UNTIL AFTER 11 A.M. THE NEXT BUSINESS DAY****

DEPOSIT IS TO BE PAID IN CASH OR BY CREDIT CARD (IF USING CREDIT CARD A 3% NONREFUNDABLE CONVENIENCE FEE WILL BE CHARGED)

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

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

HOURLY FUNCTION – PRIVATE DANCE CLASS OR PUBLIC DANCE CLASS (NO SPORTS)

MONDAY THROUGH THURSDAY – LIMITED TO 25 PARTICIPANTS

<input type="checkbox"/> RESIDENT:	<input type="checkbox"/> NON – RESIDENT
<input type="checkbox"/> Rental Fee Per Hour \$15.00	<input type="checkbox"/> Rental Fee \$25.00
<input type="checkbox"/> Building Inspection Fee \$25.00 50.00	<input type="checkbox"/> Building Inspection Fee \$25.00 50.00
<input type="checkbox"/> Deposit \$400.00 \$200.00	<input type="checkbox"/> Deposit \$150.00 \$300.00
TOTAL RENT \$ _____ Date Paid _____	TOTAL DEPOSIT \$ _____ Date Paid _____

PRIVATE FUNCTION – NO DANCE – LIMITED TO 75 PARTICIPANTS

<input type="checkbox"/> RESIDENT:	<input type="checkbox"/> NON – RESIDENT (photocopy of credit card):
<input type="checkbox"/> Rental Fee <input type="checkbox"/> Whole \$100 <input type="checkbox"/> Half \$50.00	<input type="checkbox"/> Rental Fee <input type="checkbox"/> Whole \$300 <input type="checkbox"/> Half \$150.00
<input type="checkbox"/> Building Inspection Fee \$25.00 50.00	<input type="checkbox"/> Building Inspection Fee \$25.00 50.00
<input type="checkbox"/> Deposit \$200.00 \$1,000.00	<input type="checkbox"/> Deposit \$400.00 \$2,000.00
TOTAL RENT \$ _____ Date Paid _____	TOTAL DEPOSIT \$ _____ Date Paid _____

ALL PRIVATE OR COMMERCIAL FUNCTIONS – WITH OR WITHOUT DANCE – MORE THAN 75 PARTICIPANTS LIMITED TO 500

<input type="checkbox"/> RESIDENT:	<input type="checkbox"/> NON – RESIDENT (photocopy of credit card):
<input type="checkbox"/> Rental Fee <input type="checkbox"/> Whole \$1600 <input type="checkbox"/> Half \$800.00	<input type="checkbox"/> Rental Fee <input type="checkbox"/> Whole \$2400 <input type="checkbox"/> Half \$1200.00
<input type="checkbox"/> Building Inspection Fee \$25.00 50.00	<input type="checkbox"/> Building Inspection Fee \$25.00 50.00
<input type="checkbox"/> Deposit \$1,500.00	<input type="checkbox"/> Deposit \$3000.00
TOTAL RENT \$ _____ Date Paid _____	TOTAL DEPOSIT \$ _____ Date Paid _____

CITY SPONSORED – LIMITED TO 500 PARTICIPANTS - Ducky Shin Crackers & Mtn Crest

<input type="checkbox"/> RECEIVED COUNCIL APPROVAL DATE:	
<input type="checkbox"/> Rental Fee \$200.00 plus \$1.00 per attendee	
<input type="checkbox"/> Building Inspection Fee \$25.00 50.00	
<input type="checkbox"/> Deposit \$300.00 1,000.00	
TOTAL RENT \$ _____ Date Paid _____	TOTAL DEPOSIT \$ _____ Date Paid _____

CITY SPONSORED – LIMITED TO 500 PARTICIPANTS - USU Swing Club

<input type="checkbox"/> RECEIVED COUNCIL APPROVAL DATE:	
<input type="checkbox"/> Rental Fee \$100.00 plus \$1.00 per attendee	
<input type="checkbox"/> Building Inspection Fee \$25.00 50.00	
<input type="checkbox"/> Deposit \$300.00 1,000.00	
TOTAL RENT \$ _____ Date Paid _____	TOTAL DEPOSIT \$ _____ Date Paid _____

\$1,000 DEPOSIT FORFEITED FOR RESERVING BUILDING FOR INCORRECT RENTAL USE OR A USE NOT ALLOWED, AND/OR BREAKING ANY RULES LISTED IN THIS CONTRACT:

PLEASE SIGN NAME _____

ELITE HALL 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, coach, bride, groom, parents, or grandparents thereof, in order to qualify for the residential user rate.

Proof of ID with name of person renting building and a Hyrum address must be shown when picking up key/card at the City Office. If ID doesn't match the name on the rental then key will not be given to that person. If ID does not show a Hyrum address the renter will be charged nonresident rate when picking up key/card.

~~\$1,000.00 FINE WILL BE FORFEITED 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 forfeit their entire deposit. 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 forfeit their entire deposit. 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* _____

Rental Fee is due upon reservation of the building.

Deposit is to be paid in cash or by credit card (if paying by credit card there will be a 3% nonrefundable convenience fee charged the day of deposit) between the hours of 8:00 a.m. and 4:30 p.m. as follows: The day before or the day of the event; If event is on a Saturday, or Sunday the deposit is to be made on Friday; or If the event is on a Holiday the deposit needs to be made the last business day before the Holiday.

CANCELLATION POLICY: *Initial* _____

No refund, credit, or a change of date will be given for cancelled reservations during the month of December.

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

KEY PICK UP FOR BUILDING: *Initial* _____

Keys/Card will only be given by Hyrum City to the person who rented the building and has signed this agreement no exceptions (ID ~~may~~ will be required). If ID doesn't match the name on the rental then key/card will not be given to that person. If ID does not show a Hyrum address the renter will be charged nonresident rate when picking up key/card.

ELITE HALL RENTAL APPLICATION AND CONTRACT

You may pick up the key/Card to the Elite Hall when you bring in the cash or credit card deposit between the hours of 8:00 a.m. and 4:30 p.m. as follows: The day before or the day of the event; If event is on a Saturday, or Sunday the deposit is to be made on Friday; or If the event is on a Holiday the deposit needs to be made the last business day before the Holiday.

If you do not pick up the key/card during regular business hours an additional \$35.00 fee will be required (if there is an employee that is available to meet you at the City Office for you to sign the forms and take your cash deposit). If you do not pick up the keys during regular business hours, Hyrum City is not responsible for any costs associated with your event due to the building being locked; and no rental refund will be given.

If responsible party loses the keys to the building, the responsibility party will be required to pay all costs for building to be rekeyed and additional keys made. If responsible party loses or damages the keycard a \$50.00 fee will be charged.

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 PM reservation and 3:00 PM for the morning reservation. Everything has to be cleaned and removed from the building before exiting.

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

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 too, 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 Elite Hall in its original condition.

BUILDING RULES: *Initial* _____ I understand that if the Elite Hall has not been left clean or if I have broken any of these rules that I will forfeit my entire deposit and be liable for additional charges if there is any damage.

ELITE HALL RENTAL APPLICATION AND CONTRACT

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 500 persons in the building at any given time.
4. NO – These activities, beverages, and items are NOT permitted in or on the grounds of the Elite Hall:
Sports (except basketball)
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 Tape on Dance Floor
Gum Black Soles, or Cleats
5. Do not throw or use confetti/confetti balloons, 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. Food is permitted on the main floor, however, you will be responsible for any damages done to the floor while in your use.
9. Due to the sensitive heating and cooling system in the building, do not leave any outside doors open. Do not tamper or try to adjust the thermostats.
10. All cleaning (see cleaning checklist attached) of building is the responsibility of renter. Additional reminder - Make sure Dance/Gym Floor is swept and mopped, garbage cans are emptied, carpet is vacuumed, lights are off, and close and lock all windows and doors

SUPPLIES/ITEMS HYRUM CITY HAS AVAILABLE FOR USE: : *Initial* _____

Tables: 3- Small Round, 10- Long Rectangle, 9- Short Rectangle

Chairs: 80 soft chairs, 40 hard chairs

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.

ELITE HALL RENTAL APPLICATION AND CONTRACT

Signature of Responsible Party

Date Signed

Name – Print

Telephone Number

ELITE HALL RENTAL APPLICATION AND CONTRACT

KEY LOAN AGREEMENT

The key(s)/card to the Elite Hall shall be returned to Hyrum City Office no later than the first business day after your reservation date.

Should the key(s) not returned as agreed, I promise to reimburse Hyrum City for all reasonable expenses and cost incurred by the replacement thereof, and if key card is damaged or lost I will be charged a \$50.00 fee. I further promise that under no circumstance will I duplicate nor allow anyone else to duplicate the key(s) while on loan to me.

Signature of Responsible Party

Date Signed

Person Picked Up:	Date Keys Picked Up:
Key Color:	Deposit Received: Yes <input type="checkbox"/> No <input type="checkbox"/>
	Deposit Amount \$
Hyrum City Employee:	Date Keys Returned:
Rental Application/Contract Signed: Yes <input type="checkbox"/>	Deposit Returned: Yes <input type="checkbox"/> No <input type="checkbox"/>