#### RESOLUTION 24-13

A RESOLUTION AMENDING THE HYRUM CITY BASEBALL FIELDS AND SOCCER FIELDS RENTAL FEE AND DEPOSIT SCHEDULE.

WHEREAS, Hyrum City owns and operates East Park which has several baseball fields that are used for Hyrum City's Recreation Leagues, Super Leagues, and Tournaments; and

WHEREAS, Hyrum City owns and operates the Hyrum Soccer Fields which has several soccer fields that are used for Hyrum City's Recreation Leagues, Competitive Leagues, and Tournaments; and

WHEREAS, Hyrum City allows these facilities to be rented for private games and tournaments; and

WHEREAS, Hyrum City Parks Department maintains these facilities by grooming the fields, providing restrooms, chalking fields, move and/or replace bases, garbage containers and dumpsters, and mowing lawns; and

WHEREAS, a rental and deposit fee for use of these fields 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 field practice rental fee for use and/or reservation of field(s).

NOW, THEREFORE, be it resolved that the Hyrum City Council hereby approves and adopts the Hyrum City Baseball Fields Rental Fees and Deposit Schedule and the Hyrum City Soccer Fields Rental Fees 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  $4^{\rm th}$  day of April, 2024.

HYRUM CITY

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Stephanie Miller Mayor

ATTEST:

Stephanie Fricke City Recorder

Approved 7/2/2020 Res 20-07

Date of Event:	Type:	Time In:	Time Out:
	·		
Name:		Today's Date:	
Address:		Phone #:	
\$1,000.00 FINE FOR RESER	<b>RVING FIELDS FOR I</b>		
			Receipt #
Practice F	ields(s) #	Game/Scrimmage	Field(s) #
□ Practice per hour	\$20.00	□ Game/Scrimmage	per hour \$40.00
FIELD #1			
□ Rental Fee	\$100.00	□ Deposit	\$300.00
FIELD #2			
□ Rental Fee	\$100.00	□ Deposit	\$300.00
FIELD #3			
□ Rental Fee	\$100.00	□ Deposit	\$300.00
		·	
CITY SPONSORED LEAGUES - Cache Valley Soccer League			
□ Rental Fee	No Charge	□ Deposit	No Charge
		•	
\$1,000 FINE FOR RESERVI ALLOWED:	NG BUILDING FOR	R INCORRECT RENTAL	. USE OR A USE NOT
□ \$1,000 fine paid in cash o	r applied to utility bill	□ \$1,000 fine charged	to Credit Card
. ,		<u> </u>	

<sup>\*</sup>If reserving more than one field only one deposit will be charged per day per rental.

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

\$1,000.00 FINI ALLOWED: <i>In</i>	E FOR RESERVING FIELDS FOR INCORRECT USE OR A USE NOT
Applicar h \$ u	nts who rent the fields under the pretense of a different activity so that e/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 tility bill or can be paid immediately to the City and/or a credit card placed in file by the applicant will be charged the \$1,000.00 fine immediately.
	UIREMENTS BEFORE RESERVATION: Initial  It is required to provide Hyrum City the following before a reservation is
	nalized:
	occer Fields Rental Application and Contract Signed and Initialed in all equired areas.
A	pplicant must provide a copy of a minimum of \$1,000,000 liability surance policy for each rental.
R	ental Fee and Deposit paid upon reservation of the fields. rrangements for rental of a dumpster
	ON POLICY: <i>Initial</i> I will only be given if cancellation is made before 14 days prior to event.
Entry int yo No play	AND EXIT TIMES: Initial to the park and fields can be made no earlier than 8:00 a.m. the day of our reservation. of games after dusk. s early entry or late exit you will forfeit your deposit.
	S RIGHT TO CLOSE FIELDS / CANCEL RESERVATION: Initial
Hyrum ( re da re po co ba cl	City reserves the right to cancel, restrict, and/or limit the use of any eservation for play on its fields at any given time to prevent excessive amage to fields. During periods of inclement weather, field closures may esult as determined by Hyrum City personnel. Closures may result from our playing conditions or damage which could create hazardous safety onditions for the public and/or excessive repair work to bring the field ack to a playable condition. It is the user's responsibility to obtain field losure information. Call the Hyrum City Office for an up-to-date report on eld closures.
Hyrum( cancelle	City is not responsible for any costs occurred by applicant if fields are d.
left clear T g	ARK RULES: <i>Initial</i> I understand that if the Fields have not been or if I have broken any of these rules that I will <i>forfeit my deposit</i> . hese activities, beverages, and items are NOT permitted in or on the rounds of the Soccer Park and its Fields:  . Smoking, E-cigarettes, Tobacco

Climbing on Fences

Bounce Houses, Slides, etc.

Rollerblading, Skateboarding

Alcoholic Beverages

2.

3.

4.

5.

**Overnight Camping** 7. Outside concessions or merchandise 8. Altering fields (paint, nets, etc.) 9. No dogs or pets 10. Disruptive, destructive, hazardous, lewd or illegal activity. 11. Littering **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 forfeit my deposit. Hyrum City provides restrooms that will be unlocked during the reserved time of the fields. Applicant is responsible for: Flushing all toilets before leaving 2. Ensuring sinks and toilets are not plugged 3. All sink taps are turned off Garbage in restrooms are emptied 4. GARBAGE, LITTER, AND/OR DEBRIS: Initial I understand that if the litter and/or debris has been left in the Park and/or on the Fields; and/or if the garbage cans have not been emptied into the dumpsters I will forfeit my deposit. Applicant must provide a dumpster for disposal of garbage. Applicant is responsible to empty all garbage cans into the dumpsters and to ensure all litter and/or debris has been picked up and removed from the park and/or fields. DAMAGE TO THE FIELDS: 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 Park and/or its fields 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, fields, 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 and buildings in the future. Signature of Responsible Party Date Signed

Name – Print		Telephone N	Number	
Address	City	State	Zip	

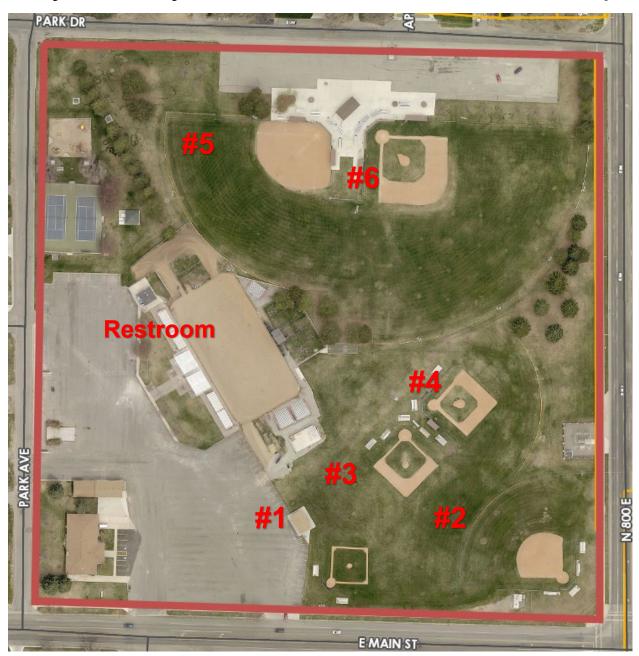
# EXIT CHECKLIST-FOR DEPOSIT REFUND FIELDS:

INITIAL WHEN COMPLETED: Litter Picked Up Garbages Emptied	
RESTROOMS:  INITIAL WHEN COMPLETED:  Toilets Flushed Sinks off Garbages Emptied	
PARKING LOT & PARK:  INITIAL WHEN COMPLETED:  Litter Picked Up  Garbages Emptied	
I certify that I have cleaned each of the above items. Restroom have not been left clean that I will forfeit m	•
Signature of Responsible Party	Date Signed

		Аррі	oved 7/2/2020 Res 20-07
Date of Event:	Type:	Time In:	ne Out:
Name:		Today's Date:	
Address:		Phone #:	
\$1,000.00 FINE FOR RES	ERVING FIELDS FOR I	NCORRECT USE OR A USE NOT Receipt:	
Practice	Fields(s) #		ield(s) #
□ Practice per hour	\$20.00	<ul> <li>Game/Scrimmage per hour</li> </ul>	\$40.00
	TOURNAMEN	NT FEES	
FIELD #1 COACHE	ES PITCH, & T-BALL		
□ Rental Fee	\$100.00	Additional Fees:	
□ Deposit	\$300.00	<ul> <li>Saturday Chalk / Groom Fee</li> </ul>	\$50.00
FIELD #2 T-BALL.	LITTLE LEAGUE, & YO	OUTH SOFTRALL	
D (15	\$100.00	Additional Fees:	
□ Rental Fee □ Deposit	\$300.00	☐ Saturday Chalk / Groom Fee	\$50.00
<u> Берозіі</u>	ψοσο.σσ	- Gatarday Grank / Groom r ce	ψ30.00
FIELD #3 LITTLE I	EAGUE		
□ Rental Fee	\$100.00	Additional Fees:	
□ Deposit	\$300.00	<ul> <li>Saturday Chalk / Groom Fee</li> </ul>	\$50.00
FIELD #4 LITTLE L	EAGUE		
□ Rental Fee	\$100.00	Additional Fees:	
□ Deposit	\$300.00	□ Saturday Chalk / Groom Fee	\$50.00
	Ψ000.00		ψοσιου
FIELD #5 SOFTBAL	L – FULL SIZE FIELD		
□ Rental Fee	\$100.00	Additional Fees:	
□ Deposit	\$300.00	□ Saturday Chalk / Groom Fee	
		□ Lights	\$35.00
FIELD #6 PONY LEA	ACIIE & COMMEDCIAI	LEAGUE – FULL SIZE FIELD	
□ Rental Fee	\$100.00	Additional Fees:	
□ Deposit	\$300.00	□ Saturday Chalk / Groom Fee	\$50.00
	Ψ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ σ	□ Lights	\$35.00
			`
CITY SPONSORED LEAGU			h! O!
□ Rental Fee	No Charge	□ Deposit	No Charge
□ Striping Fee	No Charge		
\$1,000 FINE FOR RESERVING BUILDING FOR INCORRECT RENTAL USE OR A USE NOT ALLOWED:			
□ \$1,000 fine paid in cash	or applied to utility bill	□ \$1,000 fine charged to Credi	t Card
7 1,000 mm pono m odon		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

 $<sup>\</sup>ensuremath{^{\star}}\xspace$  Tf reserving more than one field only one deposit will be charged per day per rental.

# Hyrum City East Park Ball Diamonds Map



### **LEGEND**

Field #1 – Coaches Pitch & T-Ball

Field #2 - Coaches Pitch, T-Ball & Youth Softball

Field #3 – Little League

Field #4 – Softball – Full Size Field

Field #5 - Softball - Full Size Field

Field #6 - Pony League & Up - Full Size Field

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

\$1,000.00 FINE FOR RESERVING FIELDS FOR INCORRECT USE OR A USE NOT ALLOWED: Initial
Applicants who rent the fields under the pretense of a different activity 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 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:
Baseball Fields Rental Application and Contract Signed and Initialed in all required areas.
Applicant must provide a copy of a minimum of \$1,000,000 liability insurance policy for each rental.
Rental Fee and Deposit paid upon reservation of the fields.
CANCELLATION POLICY: <i>Initial</i> 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 park and fields can be made no earlier than 8:00 a.m. the day of your reservation.
Exit from the park and fields (including all clean-up) has to be made before 11:59 p.m.
No play of games after dusk unless fields lights have been reserved and if fields lights are used games must end by 10:30 p.m.  If there is early entry or late exit you will forfeit your deposit.
Hyrum City reserves the right to cancel, restrict, and/or limit the use of any reservation for play on its fields at any given time to prevent excessive damage to fields. During periods of inclement weather, field closures may result as determined by Hyrum City personnel. Closures may result from poor playing conditions or damage which could create hazardous safety conditions for the public and/or excessive repair work to bring the field back to a playable condition. It is the user's responsibility to obtain field closure information. Call the Hyrum City Office for an up-to-date report or field closures.  Hyrum City is not responsible for any costs occurred by applicant if fields are cancelled.
FIELD AND DADK DILLEG. Install
not been left clean or if I have broken any of these rules that I will <b>forfeit my deposit</b> .
These activities, beverages, and items are NOT permitted in or on the grounds of East Park and its Ball Fields:  1. Smoking, E-cigarettes, Tobacco

Smoking, E-cigarettes, Tobacco

Alcoholic Beverages

2.

- 3. Bounce Houses, Slides, etc.
- 4. Rollerblading, Skateboarding
- 5. Climbing on Fences, Backstops, Dugouts
- 6. Overnight Camping
- 7. Outside concessions or merchandise
- 8. Altering fields (paint, moving bases, pitching rubbers, chalk, etc.)
- 9. No dogs or pets
- 10. Disruptive, destructive, hazardous, lewd or illegal activity.
- 11. Littering

#### CHALKING, RAKING, & MAINTENANCE OF THE FIELDS: Initial\_\_\_\_\_

Hyrum City will provide chalked/groomed fields at the beginning time of each field rental (one per day) Monday through Friday. Saturday chalking/grooming of fields will only be provided by the City one time if applicant pays the weekend chalking/grooming fee. Applicant is responsible to chalk fields if additional chalking is necessary.

Hyrum City will have fields groomed and raked with no holes at the beginning time of each field rental (one per day) except Saturday. Applicant is responsible for raking and filling in any holes throughout the day and after last game played on the field.

**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 **forfeit my deposit**.

Hyrum City provides restrooms that will be unlocked during the reserved time of the fields. 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 are emptied

GARBAGE, LITTER, AND/OR DEBRIS: *Initial*\_\_\_\_\_ I understand that if the litter and/or debris has been left in the Park and/or on the Fields; and/or if the garbage cans have not been emptied into the dumpsters I will *forfeit my deposit*.

Hyrum City provides cans and dumpsters for the disposal of garbage. Applicant is responsible to empty all garbage cans into the dumpster and to ensure all litter and/or debris has been picked up and removed from the park and/or fields.

#### DAMAGE TO THE FIELDS: 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 Park and/or its fields 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, fields, 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 and buildings in the future.

Signature of Responsible Party		Date Signed	
Name – Print		Telephone	Number
Address	Citv	State	Zip

#### **EXIT CHECKLIST-FOR DEPOSIT REFUND**

FIELDS:	
INITIAL WHEN COMPLETED: Raked	
Holes Filled	
Litter Picked Up	
Garbages Emptied	
RESTROOMS:	
INITIAL WHEN COMPLETED:	
Toilets Flushed	
Sinks off	
Garbages Emptied	
PARKING LOT & PARK:	
INITIAL WHEN COMPLETED:	
Litter Picked Up	
Garbages Emptied	
I certify that I have cleaned each of the above items	and understand that if the Park, Fields, and
Restroom have not been left clean that I will forfeit	
Signature of Responsible Party	 Date Signed