

**EUREKA CITY**  
Facility/Equipment Rental Use Contract

**This Contract is between Eureka City, 15 North Church Street, Eureka, Utah 84628, Phone (435)433-6915, Fax (435)433-6891 and;**

Reserving Person Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

Bus. Or Organization Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

**FACILITY/EQUIPMENT REQUESTED:**

**The Park is for public use and must remain open to the public when the Pavilion/Restrooms are rented.**

- 1. ~~Memorial Building, Main Floor~~ (NOT AVAILABLE AT THIS TIME)
- ~~Memorial Building, Second Floor~~ (NOT AVAILABLE AT THIS TIME)
- 2. Pavilion/Restrooms  
**\*\* Does not include use of electricity or water for hookups to camp trailers or other such uses. This is for reservation and use of Pavilion and Restrooms only during time specified on Contract. The Park is for public use and must remain open to the public when the Pavilion/Restrooms are rented.**
- 3. Snack Shack
- 4. Propane Grill

Specify intended use of facilities and/or equipment:

\_\_\_\_\_

Date(s) Facility/Equipment will be used:

\_\_\_\_\_

RENTAL FEES: \$ \_\_\_\_\_

**DEPOSIT DUE AT TIME APPLICATION IS SUBMITTED**

Contract Terms:

1. Deposit must be paid at time application is submitted.
2. 48 hours (2 business days) advance notice of cancellation is required.
3. Deposits will be forfeited for failure to cancel reservations at least 48 hours prior to scheduled use.
4. Key, Damage and Cleaning Deposits may be refunded only after return and/or inspection.
5. Deposits will be forfeited for any damages or failure to return keys or equipment on time, or for failure to properly clean facilities after use.
6. Keys must be returned as soon as possible following the ending contract time or in no case later than by 10 a.m. on the next business day following the ending contract time or additional fees may be assessed.
7. User understands that no musical equipment is made available with a facility rental and only that equipment specified above will be made available.
8. User agrees to pay additional fees for extended use of the facilities outside specified times.
9. User agrees to be responsible for any loss, theft, or damages (including reasonable Attorney and Collection fees) occurring in the course of use, or as a result of negligence. This applies to facilities and any and all equipment or accessories.
10. User agrees to purchase proper business licenses for functions where sales of goods are made and to collect and remit sales tax as required by law.
11. User agrees that use of the City facilities is entirely at user's risk and holds Eureka City harmless from any and all liability, injury or personal property damage or any other claims arising from use of City facilities or equipment. 12. User agrees that no alcoholic beverages will be served or consumed on any City property or in any City buildings.
13. User agrees to provide insurance coverage and copies of policies when required and may be required to name Eureka City as covered party on user's insurance policy.
14. Eureka City reserves the right to restrict facility use to those it considers safe and in the best interest of the City. 15. Eureka City reserves the right to cancel reservations and refund fees for activities it considers to be of higher and better use or in the case of an emergency.
16. In case of fire or other emergency, user is responsible to contact the Juab County Sheriff's Office at 435-623-1344 or to Dial 911 to report such emergency, and to contact the City Office 435-433-6915 or City Official as soon as possible.
17. Eureka City reserves the right to arbitrate and make the final decision on any and all scheduling problems.
18. User agrees that there will be no open fires, including lighted candles, permitted on or in any Eureka City property or facilities except in the designated barbecues located at the City Park.
19. User further agrees that anything considered to be a fire hazard by the County or State Fire Marshal shall be prohibited and shall not be used in the buildings or on city premises and property.
20. User understands that the Utah State Law prohibits smoking in any public buildings and agrees to prohibit such smoking inside City buildings.
21. Failure to abide by any terms listed on this contract will nullify and void this contract and the user will forfeit any and all fees and may be restricted from future reservations and use.
22. No Hazardous Materials of any kind is to be placed in rental dumpsters. If any hazardous material is found, user will be charged for any and all disposal and/or handling fees associated with the proper disposal of any such substance.

Signatures:

Printed User Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized User Signature: \_\_\_\_\_

Eureka City Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## RENTAL FEES

### **PARKS & RECREATION:**

<b>Pavilion:</b>	\$50.00 Per Day PLUS (Power and Water are not included in rental cost.)	\$50.00 Refundable Cleaning Deposit
<b>Snack Shack:</b>	\$50.00 Per Day PLUS	\$50.00 Refundable Cleaning Deposit
<b>Propane Grill:</b>	\$50.00 Per Day PLUS (does not include propane)	\$50.00 Deposit