

SHELTER RENTAL AGREEMENT POLICY: *PLEASE READ CAREFULLY*****

If you are reserving a facility electronically, completion of the reservation will be considered your CONSENT and AGREEMENT with the following terms and conditions. Failure to abide by all the rules and regulations as stated in this contract may result in denial of future rentals. (It is not necessary for you to sign this form.)

The City of Urbandale, Owner, and Lessee, hereby enter into the following Rental Agreement for LION RALPH WHITTEN Park Shelter House, 72nd Street and Aurora Avenue under the following terms and conditions:

1. Lessee must be at least 21 years of age to rent shelter. City Ordinance 5.17.15 states, parks are closed from 10:30 p.m. until 6:00 a.m. to all persons. NO SMOKING in the shelter house.
2. Rental time INCLUDES your set-up and clean-up time. Fees are based on a specific rental time. Occupying the facility early or staying past your specified time affects custodial cleaning and other rentals. Failure to observe your specified rental times WILL RESULT in additional charges and/or withholding from your deposit (minimum \$50.00 fee).
3. 100 people maximum.
4. A key will be issued to Lessee for use of the room. Please pick up the key at the Park & Recreation office (3310 86th Street) between 8:00 a.m. - 4:00 p.m. the day of your rental. IF your rental falls on a SATURDAY or SUNDAY, please pick up your key the Friday before your rental. Please note HOLIDAYS may change the hours of your key pick up - please call our office at 515-278-3963 if you have questions about when you should pick up your key. Even though a key is issued prior to the rental time, Lessee agrees not to occupy the building outside of the designated rental time. Key is programmed to open the facility at the designated time of your rental. There will be a \$25.00 charge deducted from your deposit if the key is not returned. In case of emergency only during your rental, you may call the custodian at phone # 681-0924. Key is to be returned in the drop slot located outside the Parks and Recreation office after rental.
5. Live music is allowed in the shelter. Live music is allowed outside the shelter before 9:00 p.m. If you wish to have music outdoors after 9:00 p.m., you must complete a noise control waiver located on our website, www.urbandale.org. Smoke or vapor machines of any kind are not allowed in the facility.
6. If cancellation/changes are necessary, Lessee must cancel/change at least fourteen (14) days before rental date, or rental fee will NOT be refunded. Damage deposit will be refunded. Any cancellations or changes in rental dates and times must be done in person at Park and Recreation office or by e-mail from the address on file. Changes and/or cancellations cannot be made by phone.
7. A deposit is paid at the time this Agreement is executed and shall be refunded to Lessee (by check in the mail approximately 2 weeks following rental) if all the regulations are abided by and the premises are left in the same condition after Lessee vacates as it was immediately prior to the occupancy thereof by Lessee and the key is returned. Any extra expenses incurred for additional time or cleaning by Park and Recreation staff (or representative) will be deducted from the deposit.
** PLEASE NOTE** Deposit refund check is refunded to LESSEE (the person who's name is listed on this contract).
8. There are approx. 10 - 8' rectangular tables and 75 chairs. All tables and chairs must be folded and put away in their proper place before Lessee is finished with rental. Trash must be collected in garbage bags and left

OUTSIDE the building by the northeast door. Floor must be vacuumed, swept, and/or mopped at the end of rental. Premises must be left in the same condition after Lessee vacates as it was immediately prior to occupancy.

9. The Lessee hereby warrants that they will be personally responsible for the cost of repair of any damage over and above that covered by the damage deposit. Lessee recognizes the City is not responsible for lost or stolen items of any kind.

10. If alcohol will be present at rental, only bottles or cans are allowed. NO kegs are allowed. If the day of your rental will include a cash bar or a venue that sells alcohol at this facility, you will need to acquire a license through the State of Iowa Alcoholic Beverage Division at www.iowaabd.com. This application can take up to 6 weeks. The State will notify the City of Urbandale when your application has been approved.

11. The shelter is located in a public park and, therefore, all parking is first-come, first-serve and cannot be reserved.

12. NO live animals are permitted inside the facility, except service animals, or with the express written consent of the Urbandale Parks and Recreation Director.

13. If the rental will include the use of tent/canopy (over 10'x12'), or ANY inflatable/bouncy house: Lessee must complete the 'Special Event Application Form' at www.urbandale.org and submit to Urbandale Parks & Recreation at least 60 (sixty) days before rental. A non-refundable application fee of \$25 applies. Please see Application Form online for more detailed information.

14. In consideration of the City of Urbandale renting the Shelter House in question, Urbandale Police Officers shall have the right to enter said premises to determine if there are violations of the Urbandale code or State Code of Iowa. Renter does hereby agree to protect, indemnify, and hold harmless the City, its agents, employees, or representatives from all injury or damages to persons or property or claims thereof rising out of the Renter's event, and further be responsible for all expenses for litigation arising from any such claim. If any litigation on account of such claims shall be commenced against the City, its agents, employees, officers, or representatives, the Renter, upon notice thereof from the City, shall defend the same at the Renter's own cost and expense; and the record of any judgment rendered against the City on account of such claims for damages shall be conclusive as against the Renter, and entitle the City to recover the full amount thereof, with interest and costs and attorney fees incurred by the City and right of action therefore shall accrue to the City as soon as judgment shall have been rendered, whether the Renter shall have paid the amount or not.

Mobile Food Vendors / Food Trucks

If you are utilizing a mobile food vendor / food truck(s) for your rental, your food vendor must contact the Urbandale Fire Marshal at 515-278-3970 for an onsite inspection. (This must be scheduled in advanced for the day of the rental). Renter assumes ALL responsibility and liability of food vendor(s) / food truck(s) at their rental. Food Trucks should be licensed, carry adequate insurance, and pass a fire inspection. Renters are responsible for the collection and retention of this information for their benefit. Vendors can set-up and operate only during the scheduled hours of the rental and provide their own necessary utilities. Vendors must park in a designated parking stall (lined parking space in parking lot). More than 2 mobile food vendors during your rental requires permission from the Urbandale Parks and Recreation Department.