

OPEN AIR SHELTER RENTAL AGREEMENT POLICY: PLEASE READ CAREFULLY

If you are reserving a shelter electronically, completion of the reservation will be considered your consent and agreement with the following terms and conditions: (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 the designated Urbandale open shelter house under the following terms and conditions:

1. Rental time INCLUDES your set-up and clean-up time. Lessee agrees not to occupy the shelter outside of the designated rental time. Please bring a copy of your agreement to your rental to show proof of reservation. PLEASE NOTE: Rental is for OPEN AIR SHELTER ONLY. Parking and Park area located near the open air shelter is for public use, and cannot be reserved. Lessee must be at least 21 years of age to rent the open shelter. City Ordinance 5.17.15 states, parks are closed from 10:30 pm until 6:00 am to all persons.
2. Lessee must leave the premises as they found them at the start of their rental. Lessee hereby warrants that they will be personally responsible for the cost of repair and/or additional cleaning required by Park Staff. Any damages and/or additional cleaning by staff to the facility will be billed to the renter and subject to collections if not paid.
3. If cancellation/changes are necessary, Lessee must cancel/change at least fourteen (14) days before rental date, or rental fee will NOT 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.
4. PLEASE NOTE that the shelter is an outdoor facility with a roof only. Refunds will NOT be issued due to weather (rain, temperature, wind, etc.).
5. No vehicles are allowed to be parked or driven on park property, trails, or grass areas.
6. Outlet(s) at open shelters are on 20 amp circuits. Outlet(s) are made to handle only one appliance, up to 20 amps. NO REFUNDS are given if outlet(s) is unavailable during rental.
7. 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. Disturbing the peace through excessive, loud or unusual noise is prohibited. Complaints regarding noise or other disturbances will result in a warning issued by the Police Department and possible citation and closing of the event if the disturbance continues.
8. If the rental will include the use of tent/canopy (over 200 sq ft), 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 Form for more detailed information.
9. In consideration of the use and occupancy of the facility and grounds, 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.
10. Lessee, by renting an open air shelter online, hereby acknowledges that they have read this Agreement and understand the terms and conditions herein stated and agree to abide by the same.

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.