

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 GIOVANNETTI COMMUNITY Shelter House, 8900 Douglas 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. 185 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 at www.urbandale.org. Smoke or vapor machines of any kind are not allowed in the facility. Renters are welcome to use the sound system. The system can be run 2 different ways: Bluetooth or aux cord.

Aux cord instructions: Renters are welcome to use the aux cord in the kitchen closet to play music over the speaker system. To use, plug the cord into your device (do not pull cord). Set the panel (located in the main room by the kitchen serving window) to "IPOD" and "COMBINE ROOMS". Please note that it takes 30 seconds for the volume to warm up.

Bluetooth instructions: On your own device, turn off Bluetooth, and turn back on. On the panel (located in the main room by the kitchen serving window), press the Bluetooth Button above the volume controls to pair your device. Select "DN-300BR" on your device. (you may have to scroll to find it). Once paired, press the button again to lock any other devices from pairing. Press the volume control knob until the green light appears by the word "Bluetooth" on the panel. Turn volume up or down with the knob, or by using the volume controls on your device.
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. 16 - 6' round tables, 8 - 18"x6' rectangle tables and 180 chairs. All tables and chairs must be arranged according to the diagram in the building before Lessee is finished with rental. Trash must be collected in garbage bags and left inside the building by the kitchen entrance door. Floor must be 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. All appliances are commercial grade and are not to be operated by anyone under the age of 18. Lessee will not hold the City responsible in case of accident/injury as a result of improper use of appliances. Rental does not include any tableware, utensils, linens, or coffee pot, etc. Use of the following is prohibited on the walls, ceilings, floors or windows: nails, staples, tacks, screws, glitter, liquid adhesive, glue, tape. The following are allowed: 3M command removable adhesive products, painter's removable masking tape, string, or ribbon.

10. The Lessee hereby warrants that they will be personally responsible for the cost of repair of any damage over and above that not covered by the damage deposit. Lessee recognizes the City is not responsible for lost or stolen items of any kind. Lessee may use the fireplace, projection screen (projector not provided), and aux cord for MP3/Ipod (located in the kitchen closet). A separate agreement and deposit must be completed for use of the microphone.

11. Bottled, canned or keg alcohol is allowed. Lessee is responsible in seeing that minors do not indulge in alcoholic beverages. 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.

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. The attached outside patio is included with your rental. The size is 36' x 58' and includes 4 permanent rectangle picnic tables. The shelter is located in a public park and, therefore, all parking is first-come, first-serve and cannot be reserved.

14. This facility was designed to serve as a tornado safe facility for park users between the hours of 6:30 a.m. and 10:30 p.m. In the event the National Weather Service issues an alert and the severe weather sirens in Urbandale sound, the priority for this facility becomes a severe weather shelter for park users. Doors to the facility will automatically unlock for the public to take shelter in case of a weather emergency. Tornado sirens and the building's locking system are tested the first Saturday of each month at 12:00 Noon. To complete testing procedure, the Urbandale Fire Department will arrive and briefly enter the building to reset the control panel at the main entrance.

15. If the rental will include the use of tent/canopy (over 10'x 12'), 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.

16. 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.