

COMMUNITY ROOM 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 the COMMUNITY ROOM inside the Urbandale Senior Center, 7305 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 building or on the surrounding property.

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. 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.

6. A deposit is paid at the time this Agreement is executed and shall be refunded to Lessee (by check in the mail approx. 2 weeks following rental) if all the regulations are abided by and the premises (INCLUDING the outside patio and gardens) is 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 staff or representative will be deducted from the cleaning and damage deposit. Do not place metal-footed tables or chairs on the floor surface, as this may result in tears or punctures. The floor is cushioned with memory foam so divets may appear but will recover in a few hours. Please do not expose the floor surface to any sharp metal edges. ** PLEASE NOTE** Deposit refund check is refunded to LESSEE (the person who's name is listed on this contract).

7. There are approx. 19 tables (15-8' x 2'6" and 4-6' x 2') and 185 chairs in the facility. All tables and chairs must be put back in storage closet before Lessee is finished with rental. Trash must be collected in

garbage bags and placed in the proper receptacles at the outside rear of the building. (Trash = Blue container, Recycling = Green container, Yard Waste = Brown container.)

8. All appliances are commercial grade and are not to be operated by anyone under the age of 18. Please do not extinguish the pilot lights on the range, and leave the range exhaust fan turned ON. 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. Lessee may not use the piano. There is an auxiliary port to play music over the speaker system and a microphone available for use. The port and volume control are located by the storage closet. The microphone is located in the sound cabinet in the storage closet. Please bring your own aux cord.

9. Use of the following is prohibited at/on the walls, ceilings, floors or windows: Nails, Staples, Tacks, Screws, Glue or any liquid adhesive, Glitter, Candles, Tape*, Smoke or vapor machines of any kind are prohibited. *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 covered by the damage deposit. Lessee recognizes the City is not responsible for lost or stolen items of any kind.

11. 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.

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 Community Room 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 arising 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.