

User ID: _____

Password: _____

HIAWATHA COMMUNITY CENTER RENTAL AGREEMENT

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #'s: Home: _____ Work: _____ Cell: _____

Email: _____ Date of Birth: _____

Are you 21 years of age or older? Yes No

Rentals are required to pay the deposit fee of \$200.00.

Reservation Date: _____ / _____ / _____ 3:30 p.m. to 11:00 pm (Monday – Friday)

7:00 a.m. to 4:00 p.m. (Saturday & Sunday)

5:00 p.m. to 11:00 pm (Saturday & Sunday)

If rental occurs on a day observed as a holiday rental times will be 7:00 am to 4:00 pm and 5:00 pm to 11:00 pm.

Describe in detail the specific reason/purpose for the reservation:

Will this event be a surprise? Yes No

Will there be any entertainment and/or music planned? Yes No

The Community Center does have an audio and video system that can be rented. Ask if you would like more details. If yes, describe/identify in detail the type of entertainment and/or music:

Will alcohol be served? Yes No

*If yes, you must provide Proof of Insurance as required on the Hold Harmless/Indemnification Agreement.

Total # of people expected to attend: _____

Will this event be primarily attended by persons under the age of 18? Yes No

Please note: Hiawatha Community Center Rules & Regulations requires a responsible adult, age 21 or over, be in charge of events and be present at all times during rental period for activities involving minors.

Has, or will, this event be advertised and/or announced publicly in any way? Yes No

If yes, please attach a copy of the advertisement/announcement and list all places where it will be circulated and/or posted:

I hereby agree to follow all Hiawatha Community Center Rules & Regulations and acknowledge receipt of a copy of said rules. I hereby acknowledge that if I cancel the Community Center rental a **\$50.00 cancellation fee will be withheld and no refund will be issued if I cancel within 72 hours of the function.** . These hours must also fall in the business week for the cancellation fee to apply. I acknowledge that I am the individual responsible for the care and maintenance of the Community Center during the period of use for which it is being rented. I agree to indemnify and reimburse the City of Hiawatha for any and all damages resulting to City property from the use of the Community Center, normal wear and tear excepted. I understand that failure to abide by the provisions, in the rental agreement, Community Center Rules & Regulations, and/or on the clean-up checklist will result in the loss of my damage deposit, if applicable, and/or additional costs with a minimum \$200.00 charge.

I further understand that the City of Hiawatha reserves the right, in its sole discretion, to unilaterally cancel and/or revoke this rental agreement and/or to terminate the planned use/event in progress, for any reason, including but not limited to: if utilization is for purposes other than that disclosed herein; or if inaccurate information is disclosed herein; or if the use/event is deemed hazardous to the public health, safety or welfare; or for noncompliance with any applicable Hiawatha City Ordinance or State or Federal laws and regulations.

Signature of Renter

_____/_____/_____
Date

Please make checks payable to: **City of Hiawatha**

Community Center keys need to be picked up at City Hall during regular business hours prior to your rental. Community Center keys shall be returned to City Hall within 48 hours following the event. For your convenience keys may be dropped in the water department drop off box after you rental. A clean up checklist will also be provided upon key check out. City Hall regular business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. Please call City Hall at 393-1515 for holiday operating hours if your rental is on, or close to, a holiday.

Time Blocks:	Monday through Friday:	3:30 p.m. to 11:00 p.m.
	Saturday and Sunday:	7:00 a.m. to 4:00 p.m.
	Saturday and Sunday:	5:00 p.m. to 11:00 p.m.

If rental occurs on a day observed as a holiday rental times will be 7:00 am to 4:00 pm and 5:00 pm to 11:00 pm.

Rental Fees:	One Time Block:	\$125.00
	Additional Time Block (Consecutive):	\$75.00
	Deposit (refundable with acceptable inspection):	\$200.00+ Check

FOR OFFICE USE ONLY

Rental Fee: \$ _____ Deposit Required: Yes No

Approved Date _____/_____/_____

Hold Harmless/Indemnification Agreement

This Hold Harmless/Indemnification Agreement (the "Agreement") is made this _____ day of _____, _____, between _____
Month Year

Name Address

City State Zip Code

(hereinafter referred to as "Renter") and the City of Hiawatha, an Iowa Municipality (hereinafter referred to as "City")

In consideration for the use of the Hiawatha Community Center as permitted by the City of Hiawatha by the undersigned, the parties, hereby agree as follows:

1. Renter will not serve alcoholic beverages to any minor in violation of Iowa Law. Alcoholic beverages will not be served in conjunction with the use of the Hiawatha Community Center unless, and until, the Renter has provided the City with proof of liability insurance in the amount of at least \$ 300,000.00.
2. The Renter agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, judgments and expenses, of whatever nature, including reasonable attorney fees arising from, during or in conjunction with the Renter's use of the Hiawatha Community Center, of which may be caused in whole or in part by any act or omission of the Renter, or by any agent or employee of the Renter.
3. The Renter agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, judgments, and expenses of whatever nature, including reasonable attorney fees, arising from, during or in conjunction with the Renter's service of alcoholic beverages on the Hiawatha Community Center premises during, or in conjunction with the Renter's its use of the said Community Center.
4. The Renter further agrees to indemnify and reimburse the City for any and all damages resulting to City property from the Renter's use of the Hiawatha Community Center premises, normal wear and tear excepted.
5. The Renter agrees that its use of City property as contemplated in this Agreement will be in compliance with all applicable City ordinances, State and Federal laws and regulations.
6. Should it become necessary for the City or someone on their behalf to incur costs and expenses to retain the services of an attorney to enforce this Agreement or any portion hereof, or to present a defense to claims arising from the situations identified above, the undersigned agrees to pay the City all costs and attorney fees hereby expended or for which liability is incurred.
7. The City reserves, and the Renter recognizes and accepts, the City's absolute right to terminate usage of any City facility including, but not limited to the Hiawatha Community Center at any time if any violation of this Agreement or City rules and/or procedures for such use are violated.
8. In compliance with Iowa Code §123.95, the Renter agrees they will not serve alcoholic beverages, other than beer and wine, in the Hiawatha Community Center, without first receiving a State of Iowa Liquor Permit. The Renter further understands that the City of Hiawatha will not permit the serving of any alcoholic beverage, other than beer and wine, until and unless the City of Hiawatha receives notification from the State of Iowa that a Liquor License has been approved.
9. The undersigned, signing on behalf of _____ (Organization), is empowered by said entity and by the authority of its Board of Directors, if applicable, to bind said Renter to the terms and conditions of this Agreement.

Signature of Renter Date

Approved by Date

HIAWATHA COMMUNITY CENTER RULES & REGULATIONS

1. You must be 21 years of age or older to rent the Community Center. There must be a responsible adult age 21 or over in charge of the event and present at all times during the rental period for activities involving minors.
2. The Community Center rental time for weekdays is from 3:30 p.m. to 11:00 pm and weekends from 7:00 a.m. to 4:00 pm and from 5:00 pm to 11:00 p.m. If rental occurs on a day observed as a holiday rental times will be 7:00 am to 4:00 pm and 5:00 pm to 11:00 pm. It is against community center rules to enter the community center before your rental time or to stay later than your rental time. Being in the community center outside your rental time can result in loss of your damage deposit.
3. A \$50.00 cancellation fee will be withheld from all cancellations. No refund will be issued if cancellation occurs with less than 72 hours advance notice. You will be allowed to change your rental date one time if the date is available. If you have to change it more than once a \$25.00 fee will be charged.
4. The lobby of City Hall is not part of the rental area. No one should be using the lobby or using the city hall doors for entrance or exit. Only the community center entrance should be used.
5. Each group is responsible for orderly conduct and must leave the Community Center in the same order as it was before their use. Renter is responsible for sweeping, mopping, cleaning the kitchen, and emptying garbage into the garbage chute before leaving the Community Center (see Clean Up Checklist). The Community Center belongs to the Community. You will be expected to return it in the same condition that you find it prior to your rental.
6. Community Center Rental Agreement and Hold Harmless/Indemnification Agreement forms must be completed and rental fee paid before a reservation is considered valid. Use of the Center by any one group/person will be limited to once a month. Recurrent monthly rentals by one group/person will be restricted to Monday through Thursday. (Resolution #93-40).
7. Any damages done to the building, including any plumbing problems arising from your use of the building, will be charged to you.
8. The City of Hiawatha's noise ordinance will be enforced by the police department.
9. No alcoholic beverages will be allowed except when a Hold Harmless/Indemnification Agreement is signed by the user and proof of insurance is provided as required (declaration page of homeowners or renters insurance policy) by said Agreement. Beer and wine are the only alcoholic liquors allowed without a State of Iowa Liquor License. (Iowa Code §123.95)
10. The Community Center may not be used for sectarian or religious worship. (Resolution #86-164)
11. Animals are prohibited from the inside premises of the Community Center with the exception of guide dogs or Seeing Eye dogs. (Resolution #87-136)
12. Do not take anything belonging to the Community Center. Inventory will be taken and the responsible individual will be charged for missing items. Equipment belonging to the City will not be loaned out of the building.
13. The Community Center is **NOT** responsible for lost, damaged or stolen personal items during your rental period.
14. Concert rentals after 5:00 p.m. will have a City of Hiawatha Police Officer present at the expense of the renter for a rate of \$20.00 per hour in cash. (Resolution #02-85)
15. If the deposit is withheld because of the renter's maliciousness or negligence the renter is barred from renting the Community Center again. (Resolution #02-85)
16. No propane tanks are allowed inside the Community Center including those used for gas grills.
17. No decorations are allowed on the Community Center walls. Decorations may be placed on tables but must leave **no** marks or residue when removed. Confetti, glitter and candles are not allowed.
18. No decorations or lights may be hung from the ceiling.