

City of Windsor Heights
Facility Use and Alcohol Responsibility Agreement

Renter's Name: _____ Today's Date: _____

Address: _____ City: _____ Zip: _____

Home Phone: _____ Cell _____ Email _____

Facility of Choice (the "Facility"):

Community Center, Colby Park Full 2/3 1/3

Pavilion, Colby Park **Baseball Field, Colby Park**

I. Proposed Use Details

Use Date: _____ Estimated Attendance: _____

Begin Time: _____ End Time: _____

Event Description: _____

II. Terms and Conditions

This Facility Use and Alcohol Responsibility Agreement ("Agreement") is made as of the date listed below between the City of Windsor Heights, Iowa (Windsor Heights) and the undersigned renter (the "Renter"). This agreement shall take effect immediately. In consideration of the mutual covenants and promises contained herein Windsor Heights agrees to allow Renter to use the Facility designated at the date and time specified above and on the terms and conditions contained herein. The parties agree as follows:

1. CONTRACTED TIME INCLUDES: SET-UP; EVENT, AND CLEAN-UP

Renter or anyone associated with Renter's event (caterers, decorators, entertainment, etc.) may enter the Facility no more than **15 minutes before** the contracted rental period. Renter must exit the Facility no later than **15 minutes after** the indicated contract rental period. Failure to observe the rental period will result in additional charges. Renter will be charged for all additional time spend in the facility over the time listed on their rental agreement.

2. Renter agrees to comply with the Windsor Heights Fee Schedule and Rental Policy for the above mentioned Facility. A copy can be referenced at www.windsorheights.org or provided upon request.
3. Rental deposit and payments are nonrefundable for all cancellations. Reference the Fee Schedule for payment, balances due, and deposit requirements.
4. Certain events may require the Renter to obtain permits. Renters will confirm the approval of all permits prior to their event, which may include but are not limited to; Noise permits, Peddler, Solicitors, and Transient Merchant permits. All applications can be filed with the Chief of Police at the Windsor Heights Police Department.

- Will you use amplified sound outside the Community Event Center or other Facility?
 Yes No If yes a sound permit may be required.
- Will you use temporary signage? Yes No If yes, a temporary sign permit may be required.
- Will you use a tent(s) or canopy structure? Yes No If yes, a permit may be required
- Will you use inflatable rides or devices? Yes No If yes, a permit may be required

5. If the Facility is being used for a fundraising project, all tickets must be advanced sales. No public parties or group activities charging or collecting admission on the premises will be allowed.
6. Renter agrees to use the Facility in compliance with all local, state and federal laws The Facility shall not be used for any illegal purpose or for any use not compliant with the City's policies.
7. Renter agrees to pay rent for use of the Facility at the rate noted in the Windsor Heights Fee Schedule and Rental Policy.
8. Renter agrees they are responsible for any damage to the Facility and equipment that may result from use by the Renter and their family and guests, above and beyond the deposit fee. Renter agrees to provide a credit card that will be held by Windsor Heights to cover any damage determined upon inspection of the Facility and equipment.
9. Appliances are not to be operated by anyone under 18 years of age. Renter will not hold the City of Windsor Heights responsible in the case of accident/injury of improper use of appliances.
10. Use of the following is prohibited on the walls, ceilings, floors or windows: nails, staples, tacks, screws, glitter, confetti, bubbles, liquid adhesive, glue, and duct tape. The following are allowed: 3M command removable adhesive products, painter's removable masking tape, string or ribbon. The Renter warrants they will be personally responsible for the cost of repair of any damage.
11. Renter is responsible for the behavior of their guests and Renter must ensure all people in attendance abide by the City of Windsor Heights Facility Use and Alcohol and Responsibility Agreement.
12. IN CONSIDERATION FOR USE OF THE FACILITY, THE RENTER AGREES THAT THEY WILL USE THE FACILITY AND EQUIPMENT AT RENTERS SOLE RISK. RENTER FURTHER AGREES THAT WINDSOR HEIGHTS WILL NOT BE RESPONSIBLE FOR ANY OR ALL INJURY ILLNESS LOSS THEFT OR DAMAGE TO RENTER, RENTERS PROPERTY OR RENTERS GUESTS BEFORE DURING OR AFTER THE EVENT WHILE ON THE FACILITY PREMISES. RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS WINDSOR HEIGHTS FOR ANY AND ALL LOSS DAMAGE, INJURY OR COSTS RENTER OR RENTER'S GUESTS MAY SUSTAIN DURING OR AFTER THEIR PRESENCE AT THE COMMUNITY CENTER AND/OR PARTICIPATION IN THE EVENT. RENTER AGREES TO INDEMNIFY AND HOLDS HARMLESS WINDSOR HEIGHTS FROM AND AGAINST ANY LOSS, DAMAGE, INJURY OR COSTS CAUSED BY RENTERS' ACTS OR OMISSIONS, NEGLIGENCE OR OTHERWISE, INCLUDING ANY COSTS AND ATTORNEY FEES INCURRED THEREBY ARISING OUT OF RENTER PRESENCE AT THE FACILITY OR PARTICIPATION IN THE EVENT. RENTER AGREES THAT THE FOREGOING RELEASE, WAIVER AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF IOWA AND THAT IF ANY PORTION THEREOF IS HELD INVALID IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

13. CEC Cleaning: (Initial)

_____ Renter agrees to clean the Facility after event, to satisfactory condition, in the sole discretion of the City. Renter agrees to follow the cleaning checklist provided in order to confirm all cleaning requirements have been met. The Facility will be inspected after each rental to ensure the Facility has been returned to the proper condition.

Renter acknowledges, in the instance of agreeing to clean the CEC, if all cleaning requirements outlined on the cleaning checklist have not been performed in a manner as to bring the Facility to satisfactory condition, the Windsor Heights contracted cleaning company will be dispatched to clean the building at the Renter's expense. A minimum fee of \$50.00 will be collected and is not in conjunction with any other fees specific to any other damages incurred. Reference the Fee Schedule for required cleaning options.

Or

_____ Renter agrees to utilize the City's approved cleaning company. Prior to leaving the Facility, the renter is responsible for removing personal items from refrigerators, microwaves, dishwashers and the common area, and confirming all doors have been locked, the fireplace has been turned off and the sound system has been turned off. The cleaning fee will be included in the total rental price and will be due and payable no later than 60 days prior to the rental date.

- Reference the Fee Schedule for specific fees associated with rental space (1/3, 2/3, and Full space).

I have read this Facility Use Agreement and the Rules and Regulations, I fully understand and agree to its terms and have signed it freely and voluntarily. If Renter is a business I acknowledge that I am duly authorized to sign this Agreement on behalf of Renter.

Authorized signature: _____

Date: _____

Approved by _____

Date: _____

ALCOHOL RESPONSIBILITY AGREEMENT
for possession, consumption, and dispensing of alcohol in the
City of Windsor Heights Community Events Center facility

Date of Function: _____ Type of Function: _____ Estimated # of Guests: _____

Time of Dispensing Alcohol (beer and wine only): from: _____ to: _____ N/A: _____

Dispensing from Keg: Yes _____ No _____

- *Alcohol consumption is not allowed until designated alcohol dispensing time and must cease by midnight.**
- *A Police Officer must remain on duty until the end of your facility contract time once alcohol is dispensed.**
- *Payment to the officer is to be made upon his/her start time, preferably in the form of a cashier's check, unless prior arrangements have been made with the officer on duty. No added gratuity will be accepted.**
- *For gatherings of less than 150 persons where alcohol is being served, no officer will be required to be on duty. Any problems that arise should be forwarded to the police dispatch center via (515) 286-3333 or by calling 911. All events with over 150 persons in attendance AND alcohol is being served require one uniformed Windsor Heights police officer to be present.**
- *No hard alcohol is allowed.**
- *Staff reserves the right to exercise discretion when determining if an officer is needed**

Area of service/consumption of alcohol is confined to the rental space as defined by rental use agreement. No glass allowed in Park.
We, the undersigned, being of 21 years of age or older, and desiring to entertain ourselves and our guests at the above indicated facility understand and agree to the following requirements of compliance and individual responsibility involved in the issuance of this permit.

1. I understand and agree to assure compliance with the responsibilities of a Private Social Host in a Public Place as set forth in Iowa Code Chapter 123 including Sections 123.49 and 123.95, the Alcoholic Beverage Control Provisions of the Code of Iowa, including, but not limited to the following requirements:
 - a. A host shall not solicit or accept donation, charge admission fees, ticket sales or other kinds of entrance fees for payment for food or alcoholic beverages and food and beverages shall be served without cost to the invited guests.
 - b. *A host shall not dispense alcoholic liquors or offer a cash bar.*
 - c. A host shall not sell, dispense, or give alcohol to an intoxicated person.
 - d. A host shall not sell, give, or otherwise supply any alcohol to any person, under legal age to consume.
 - e. A host shall not dispense alcohol on the premises or permit its consumption there on between the hours midnight to 6 a.m.
 - f. A host shall not have a person under the age of 18 years of age involved in serving alcohol.
 - g. A host shall not keep on the premises any alcoholic beverage in any container except the original package purchased or reuse any container originally used for package of any alcoholic beverage.
2. **Agree to provide law enforcement security that has been scheduled by the Windsor Heights Police Department during all times when alcohol is being served.** Officers will be appointed by the Windsor Heights Police Association in accordance with their rate scale for the community center. Contact (515) 277-4453 to schedule an officer to arrange for security and to assume all associated costs. There is a 7 day minimum cancellation policy for the officer on duty for the event. Cancellations must be made 7 days before your scheduled event by contacting the officer directly. Failure to do so will result in a \$70 required charge being paid to the officer that was scheduled for your event. Additionally, if the rental function goes past its contracted ending time, the officer will remain on duty and a per-hour fee will apply; the renter's deposit will be held until the officer is fully compensated and additional rent paid.
3. Further, the undersigned, being of legal age and in consideration of the opportunity to use certain facilities of the City of Windsor Heights, and to participate in the activity identified above, hereby agrees to assume full responsibility for any risk resulting from participation in any activity and further agrees to indemnify and hold harmless the City of Windsor Heights, its officials and police officers, employees, agents and representatives, from any and all claims, causes of action, demands, and expenses of every kind, including attorney's fees, resulting from the use of the City of Windsor Heights Community Center facility and the hiring of staff from the Windsor Heights Police Department pursuant to this agreement. This indemnification and hold harmless shall include but not be limited to damages suffered by the Social Host, guests, and any other third parties and property. Further, I have read and understand the Public Offenses Regulations as codified in Chapter 40 of the Windsor Heights City Code, and agree to abide by these and to ensure that other invited participants abide by said regulations, and agree to assume responsibility for any theft or damage of equipment, facilities, and grounds as a result of such misuse, and to fully reimburse the City for the expenses of any theft or damage. The undersigned also agrees to fully cooperate with any criminal investigation that may be the result of activities that transpire during the course of the permitted special event.

Agreed by Signature as Private Social Host: _____ Date: _____

Printed Name & Address of Renter: _____

Daytime Phone Number: _____ E-mail address: _____

DATE CONTRACT MADE: _____ SPECIAL EVENTS COORDINATOR APPROVAL: _____

OFFICER ASSIGNED: _____ DATE: _____ POLICE CHIEF APPROVAL: _____