

CITY OF WINDSOR HEIGHTS
FACILITY USE AGREEMENT

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

Address: _____ City: _____ Zip: _____

Home Phone: _____ Cell _____ Email _____

Facility of Choice:

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

___ Pavilion, Colby Park ___ Baseball Field, Colby Park ___ Gazebo, Lions Park

I. Proposed Use Details

Use Date: _____ Estimated Attendance: _____

Begin Time: _____ End Time: _____

Event Description: _____

II. Terms and Conditions

This Facility Use 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 City of Windsor Heights Community Center located at 6900 School Street, Windsor Heights, Iowa 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**
You or anyone associated with your event (caterers, decorators, entertainment, etc.) may enter the building no more than 15 minutes before your contracted set-up time indicated on your contract. Entering the Center any earlier will result in additional fees. Charges are based on a ½ hour rate system.
- Renter agrees to comply with the Windsor Heights Fee Structure and Rental Policy for the above mentioned facility, a copy of which has been provided to Renter.
- Renter agrees to use the Room in compliance with local state and federal law the Community Center shall not be used for any illegal purpose.
- Renter agrees to pay rent for use of the Community Center at a rate in the Community Center Rental Fee Schedule.
- Renter agrees that they are responsible for any damage to the facility, above and beyond the deposit fee, and equipment that may result from use by Renter and their family and guests. Renter agrees to pay a damage deposit noted in the Fee Structure and Windsor Heights agrees to return the full damage deposit to Renter after the event conditioned upon satisfactory inspection of the Community Center and equipment according to the Windsor Heights Community Center Rental Policy.
- Renter is responsible for the behavior of their guests and Renter must ensure all people in attendance abide by the Windsor Heights Community Center Rental Policy.
- IN CONSIDERATION FOR USE OF THE COMMUNITY CENTER THE RENTER AGREES THAT THEY WILL USE THE ROOM EQUIPMENT AND FACILITIES 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

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RENTER, RENTERS PROPERTY OR RENTERS GUESTS BEFORE DURING OR AFTER THE EVENT WHILE ON THE PREMISES.

8. 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 IN THE COMMUNITY CENTER 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
9. I have read this Facility Use Agreement and the Rules and Regulations 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.
10. CEC Cleaning: (Initial)

_____ Renter agrees to clean the community building after event, to its original condition.
--Renter acknowledges the fact that; in the instance of agreeing to clean the CEC, and not following through with cleaning the building back to its original condition, our contract cleaning company will be dispatched to clean the building at the renter's expense of their pre-paid \$200 security deposit.

Or

_____ Renter agrees to utilize the approved cleaning company, Reiling Enterprises, after replacing tables and chairs to the original floor plan, throwing the trash in the dumpster outdoors and the recyclables in the recyclable bins...This fee will be paid directly to the cleaning company prior to the event.
Flat Fee = \$250 to Reiling Enterprises

Authorized signature: _____

Date: _____

Approved by _____

Date: _____

Alcohol Waiver Received: _____