

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 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 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 and/or withholding from your damage deposit with a minimum charge of \$50.00. Charges are based on a ½ hour rate system.

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 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. Reference the Alcohol and Responsibility Waiver Agreement for specific requirements surrounding the sale of alcohol.
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 pay a damage deposit noted in the Fee Schedule. Windsor Heights agrees to return the full damage deposit to Renter after the event, conditioned upon satisfactory inspection of the Facility and equipment according to the Windsor Heights Community Center Rental Policy.
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 over and above that not covered by the damage deposit.
11. 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 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 from the damage deposit 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 Waiver Received: _____