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 unless liquor license acquired): 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*.

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 without an approved liquor license from the Iowa Alcohol Beverage Division which must be posted at the event. Only wine and beer (cans, bottles, or keg) are allowed without a state liquor permit.* [Some catering services have the required state permit to serve liquors. Renters can acquire a temporary liquor license from the State for a fee and proof of dram shop insurance. Failure to comply will result in legal action and alcoholic liquors being removed.]
   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: _____