

## FACILITY RENTAL AGREEMENT

Event Rental Date: \_\_\_\_\_

Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

### Venue Package:

_____ Wedding Package Friday (noon) – Sunday (3:00 pm)	Fee: \$350.00
_____ Wedding Package Refundable Deposit	Fee: \$200.00
_____ Community Center Day Rental	Fee: \$150.00
_____ Community Center Extra Day (Customer Set up & Tear Down)	Fee: \$ 50.00
_____ Community Center 8:00 am to Noon	Fee: \$ 50.00
_____ Community Center Noon to 4:00 pm	Fee: \$ 50.00
_____ Community Center 4:00 pm to 8:00 pm	Fee: \$ 50.00
_____ Community Center (City of Fertile Set Up & Tear Down)	Fee: \$100.00
_____ Community Center Refundable Deposit	Fee: \$100.00
_____ City Hall Day Rental	Fee: \$ 35.00
_____ City Hall Refundable Deposit	Fee: \$100.00

### Facility Rules

1. Total cost includes a rental fee and a refundable deposit. The deposit is due when you rent the building; the remainder is due the week prior to the rental day. The deposit will be refunded if the facility is left the way you found it. If any damages occur that exceed the deposit, the person signing the contract will be help responsible and will have to pay for any damages.
2. Cancellations must be made at least 30 days prior to the event. If less than 30 days, the City of Fertile reserves the right to retain ½ of the submitted deposit.
3. I understand that I am renting only the time designated above and may only occupy the building during these times.
4. No standing or sitting on the tables.
5. Thermostats are pre-set for your comfort.
6. The Renter agrees that its use of the Community Center / City Hall property as contemplated in this Agreement will be in compliance with all applicable City Ordinances, and State and Federal laws and regulations. Pursuant to the Iowa Smokefree Air Act, **this is a Non Smoking Facility.**
7. The City of Fertile will set up Tables and Chairs for a fee. If you desire this service please let City Hall know one (1) week prior so arrangements can be made.

8. The Renter understands that no alcoholic beverages may be sold or consumed in the facility or on the premises without an alcoholic beverage waiver permit and that no alcoholic beverage may be given to or consumed by anyone under 21 years of age anywhere in the facility or on City property; and the renter is responsible for seeing that all Local, State and Federal laws as to the age restriction for alcoholic beverages is followed and will not provide any alcoholic beverage to minors nor allow any other guests or attendees at the event to provide any alcoholic beverages to minors.

Initials \_\_\_\_\_

9. The City of Fertile reserves the right to require the presence of police officers (or a staff person), at the renter's expense, at any event where alcoholic beverages are served unless there is evidence that the event is of a nature that will not require such protection, as determined by the Mayor whose decision shall be final. If a police officer (or staff person) is required, both have the authority to eject individuals for rowdy, destructive, or inappropriate behavior, to contact law enforcement to have offenders arrested if public laws are thought to have been violated, and to cancel and empty the facility if it is determines the protection of the facility or others may be in jeopardy.

Initials \_\_\_\_\_

**10. THE RENTER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS THE CITY OF FERTILE, IT'S OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COST, INCLUDING ATTORNEY FEES, DAMAGE, EXPENSES AND LIABILITY (INCLUDING STATUTORY LIABILITY AND LIABILITY UNDER WORKERS' COMPENSATION LAWS) IN CONNECTION WITH CLAIMS, JUDGEMENTS, DAMAGES, PENALTIES, FINES, LIABILITIES, LOSSES, SUITS, ADMINISTRATIVE PROCEEDINGS, ARISING OUR OF ANY ACT OR NEGLECT BY RENTER. RENTER RELEASES CITY OF FERTILE FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ACCIDENTS OR DAMAGES CAUSED BY RENTER.**

Initials \_\_\_\_\_

11. I have received a Deposit Checklist for full instructions on how to get your deposit refunded.

Initials \_\_\_\_\_

12. I have received a Decorating Guideline Sheet and will follow all guidelines.

Initials \_\_\_\_\_

13. 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/Responsible Party**

\_\_\_\_\_  
**Date**

For Office Use Only:

• Date Deposit Paid: \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_

Shred check if no damages

Return check to address above if no damages

Other \_\_\_\_\_

Amount Held \$ \_\_\_\_\_ and why \_\_\_\_\_

Staff Initials \_\_\_\_\_

• Date Rental Paid: \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_

## CHECKLIST FOR RETURN OF DEPOSIT

1. Garbage must be bagged and put in dumpster outside of building.
2. All cardboard must be broken down and stacked by dumpster.
3. If you use the stove/ovens/microwave please clean them.
4. Take your belongings out of the refrigerators and freezers and leave them clean.
5. Any items used in the kitchen must be washed and put away.
6. All decorations must be taken down and disposed of.
7. Clean bathrooms and remove garbage.
8. All tables and chairs must be racked and put away unless you have paid the additional fee for the City of Fertile to do this for you.
9. Sweep and mop floors.
10. Turn off all lights.
11. Make sure **ALL** doors are locked.

## **DECORATING GUIDELINES**

1. The rented area will be available to you the scheduled time of the event. If desired, it may be made available the night before and / or the morning after, for set-up or tear-down. There is an additional charge for these options. Please confirm your time scheduled, and make arrangements to get the keys, with the City Clerk or Mayor during the week before the event.
2. Staples, nails, duct tape, 2-faced tape or thumb tacks or any other like materials are not permitted.
3. Helium balloons are allowed as long as they are weighted.
4. Table decorations or free-standing decorations are preferred.
5. Lighted candles must be in glass containers, such as votive lights or hurricane lamps
6. Glitter, rice, confetti or any other like materials are not permitted.
7. No bird seed, bubbles or bubble machines are permitted inside, but may be used outside.
8. Renter is required to remove and properly dispose of all decorations.