City of Carlisle Rental Agreement

Rec Center ~ 1220 S. 5th Street, Carlisle, Iowa 50047 Community Building ~ 35 Vine Street, Carlisle Iowa 50047 (515) 989-3224 After Hours (515) 707-2030

RESERVATIONS

- 1. The building will be open for the public's use by reservation only. Reservations will be taken on a first come, first served basis.
- 2. To hold your date, the rental deposit must be paid AND user information filled out when the reservation is made.
- 3. The rental agreement must be signed and finalized and the rental fee paid at least thirty (30) days in advance of the actual rental date.
- 4. Reservations may be made in advance up to one (1) year in advance of the use date; however, money will not be refunded if there should be a cancellation unless the building is reserved by another party on the cancelled date.
- 5. Recurring rental reservations (2 or more times per month) will be taken if payment is received at time of reservation for all dates reserved. No refunds will be made for recurring reservations.

<u>DEPOSIT</u> - \$150 - Make Checks payable to: *City of Carlisle*.

Reservation/Damage/Clean-up Deposit

Deposit is due when reservation is made.

This deposit is used for three purposes:

- 1. a rental deposit nonrefundable if the renting party cancels the reservation and rental time is not rented by another party,
- 2. to cover any damages due to the rental use and
- 3. to cover any costs incurred to clean the facility.

Deposit will be held for a minimum of 72 hours to make sure facilities are inspected. It is refunded within two (2) weeks after the use of the room.

*Special Beverage Deposit—\$200 due at least thirty (30) days prior to the reservation and at the time the rental agreement is signed and is refunded after two (2) weeks within the rental date.

*Payment for the security work will be made directly to the police officer working the event at the officer's rate of pay (off-duty rate is \$40.00 per hour).

*The reservation/damage/clean-up and special beverage deposits should be separate checks paid to the City of Carlisle.

RENTAL SPACE AVAILABLE

 \triangleright

Seats up to 150 people (depending on seating arrangement)

- Items available included in rental fee:
 - ➤ 19 tables, seat 8 each
 - ➤ 150 folding chairs
 - ➤ Heat or Air-conditioning
 - ➤ Electric outlets
 - Restrooms

Renters must provide their own cups, silver or plastic ware, cooking utensils and other normal and usual kitchen equipment used in food preparation or consumption.

- > Stove
- Refrigerator with freezer
- > Microwave oven
- Coffee Maker

HOURS

The building may be rented at the times indicated below. All clean up must be completed and the building vacated by the end of the rental period.

Rec Center: Monday through Thursday 8am to 4pm. Friday 8am to 12:00 midnight

Saturday, Sunday, City Observed Holidays 8:00 a.m.-12:00 midnight

Community Building: Monday – Friday 2pm to Midnight, Saturday, Sunday,

City Observed Holidays 8am-12:00 midnight

MUSIC

• All live or recorded music must be finished at 11:30 p.m.

DANCING

• Do not put anything on floor. Dancing is permitted on floor as is.

SPECIAL BEVERAGES, ENTERTAINMENT, GENERAL PUBLIC

- If permission is obtained and attendance is by invitation only, wine, beer or champagne may be served at the event, provided it is limited to those attending who are age 21 and older. No other liquor may be served. No wine, beer or champagne may be sold under any circumstance.
- "Special Beverages" means beer, wine or champagne. "Entertainment" means live music or live performances of any kind. "General Public" means residents of the State of Iowa and other states. Any function at the Recreation Center, under this agreement, which involves special beverages, entertainment, or is open to the general public shall require SECURITY.
- Private functions not open to the general public not serving "special beverages" which have "entertainment" will not require security.

SECURITY – If applicable

- Shall be from the time the function begins until the time that cleanup is completed and the door to the facility is locked. Renter/Responsible Party is responsible for making sure a law enforcement officer is at the building. If no officer is present, the removal of alcoholic beverages from the premises may be ordered by an investigating law enforcement officer.
- Security, arranged and paid by the "Renter/Responsible Party" shall be provided by off-duty City of Carlisle Police Officer (off-duty rate is \$40.00 per hour). The City reserves the right to utilize the Warren Co. Sheriff's office, Indianola and Norwalk Police Department if there is no Carlisle officer available.
- You must provide proof of arrangements to the City of Carlisle by the last working day prior to event. You will NOT be allowed to use the facility, even if payments have been made, if you do not have security at the facility during the activity hours.

YOUTH GROUP USE

• Youth group leaders are responsible for monitoring the behavior of their group members. A minimum of two (2) leaders/chaperones must be with groups numbering nine (9) or more and a minimum of four (4) leaders/chaperones must be with groups numbering fifty (50) or more.

PARKING

- Renters of the <u>Carlisle Recreation Center</u> are placed on notice that the parking area is shared with the Carlisle Family Aquatic Center and when the aquatic center is open at the same time the Recreation Center is in use; paved parking may not be available for Recreation Center patrons. Overflow parking is available on the turf area north of the paved parking area, the turf between the paved parking area and the Recreation Center building and the turf area north of the Recreation Center.
- Renters of the <u>Carlisle Community Building</u> have a parking lot provided that sits adjacent to the building.

CLEANING FEE

RENTER agrees to leave the facility in a clean, neat, orderly condition. The facility will be inspected after each rental to ensure that the facility is returned to the proper condition. This inspection after each rental to ensure that the facility is returned to the proper condition. This inspection will consist of all the items on the attached list. If the functions as listed are not performed, if the facility is left in less than satisfactory conditions or if physical damage is done to the facility, the renter will be charged a fee of \$30 per hour for any cleaning or maintenance that is required to bring the facility back to the proper condition. Any costs for materials needed for repairs or clean-up will be in addition to the charge of \$30 per hour. The deposit will be used for this purpose. In the event the deposit is not large enough to cover the cost of repairs or clean-up, the renter will be billed for the additional costs. In the event the renter does not abide by the conditions of this rental agreement the renter will no longer be allowed to rent any facility of the City of Carlisle.

GENERAL INSTRUCTIONS

This is a City facility to serve multiple needs for area residents. We are pleased that you are able to use this facility for your function. Please follow these general instructions:

- 1. The City Council reserves the right to decline a reservation to any organization for any reason.
- 2. Scheduling will be on first come, first server basis.
- 3. There is a seven (7) days cancellation notice. There will be a full refund of both use fee and deposit if cancellation is seven (7) days before scheduled use. Only the deposit will be refunded if less than seven (7) days cancellation notice is given.
- 4. Keys are issued prior to use at Carlisle City Hall 8am to 5pm Monday through Friday. If special arrangements must be made after city hall hours, there will be a fee of \$50. Keys can be turned in at the completion of your rental during Carlisle City Hall hours or you can use the utility drop box behind the City Office after business hours.
- 5. **This is a NO SMOKING FACILITY**. Anyone wishing to smoke must do so outside of the building in the parking lot area **NO EXCEPTIONS**.
- 6. The building must be returned to its original condition after use. The original condition is with all tables and chairs put away.
- 7. You will be supplied with the following items to aid in your cleaning: Dust mop, Broom, Dust Pan, Trashcan Liners, Toilet Paper, Mop and bucket and Vacuum \$100 replacement fee for broken vacuum. Multipurpose cleaner, window cleaner, and dish soap are also provided.
- 8. Heat/Air-Conditioner: Thermostats are set at 70/winter and 72/summer.
- 9. Dump all trash in dumpster located on the grounds. Wash cans inside and outside if needed. Put clean liners in trashcans.
- 10. Renter must provide cups, silverware/plastic ware, cooking utensils and other equipment or supplies used for food preparation or consumption.
- 11. 50 cup coffee maker is provided. \$50 replacement fee applied if it is broken or not on premises after your rental period.
- 12. Turn off all lights when you leave the building.
- 13. Lock ALL doors when leaving the property.
- 14. DO NOT put coffee grounds down garbage disposal!!
- 15. Refer to the cleaning list provided to ensure your deposit is returned.

Failure to complete the above may result in the loss of part or all of your deposit depending upon the condition in which you leave the building.

35 Vine Street, Carlisle, Iowa 50047	Rate: All day= Resident \$75/Non-Resident \$100
(515) 989-3224 (515) 707-2030 (after hours)	Beginning Hour Ending Hour
Reservation-Rental Contract	Rate (All day): = \$
Date of Reservation:	Today's Date
Responsible Party (must be at least 18 years old)	(name)
	(street, apt #, etc)
(city)	(state) (zip code)
Telephone(s): Home ()	Cell () Email
deposit if cancellation is so refunded if less than sever No Alcoholic Beverages allowed Entertainment, General Public. Youth Group usage. No Smoking in the facility. Keys picked up PRIOR to use dur Cleaning requirements – Cleaning	cancellation notice. There will be a full refund of both use fee and even (7) days before scheduled use. Only the deposit will be a (7) days cancellation notice is given. I in the Carlisle Community Building ring Carlisle City Hall business hours. g Fee \$30/hour dition after use and tables, chairs put away.
Renter's Signature Date	City Representative Signature Date
Fo	r Office Use ONLY
Rental Fee \$ Date Due Date Pa	aid Check #Receipt #
Damage Deposit \$ Date Paid	Check # Date Deposit Returned
Special Beverage Permit (Security Required): Yes	No Special Beverage Deposit \$

Deposit: \$150

*Turn over - Renter must Sign Hold Harmless agreement

Date Paid _____ Check # ____ Date Deposit Returned ____

Key Issued: Key #____ Date Issued _____Date Returned_____

RECREATION CENTER 1230 S. 5 th Street, Carlisle, Iowa 50047 (515) 989-3224 (515) 707-2030 (after hours) Reservation-Rental Contract	Deposit: \$150 Rate: Hourly= Resident\$30/hr /Non Resident\$45/hr Rate: All day= Resident \$200/Non-Resident \$400 Beginning Hour Ending Hour=\$ *Rental time begins at the start of set-up of the building and ends cleaning is finished. Rate (All day): = \$	
Date of Reservation:	Today's Date	
Type of Activity		
Responsible Party (must be at least 18 years old)	(name)	
	(street, apt #, etc)	
(city)	(state) (zip cod	e)
Telephone(s): Home ()	Cell <u>() </u>	
 agreement − Please Check off. □ Deposit \$150, Coffee Pot Replacement \$50, Vacuum Replacement \$100 There is a seven (7) days cancellation notice. There will be a full refund of both use fee and deposit if cancellation is seven (7) days before scheduled use. Only the deposit will be refunded if less than seven (7) days cancellation notice is given. □ Special Beverages, Entertainment, General Public.		
Renter's Signature Date	City Representative Signature Date	
For Office Use ONLY		
	aid Check #Receipt #	
Damage Deposit \$ Date Paid Check # Date Deposit Returned		

Special Beverage Permit (Security Required): Yes _____ No ___ Special Beverage Deposit \$_____

Date Paid _____ Check # ____ Date Deposit Returned ____

^{*}Turn over - Renter must Sign Hold Harmless agreement

RENTER agrees to release the City of Carlisle from liability resulting from any loss, damage or expenses of any kind occasioned by, or arising out of any accident or other occurrence, causing or inflicting injury, and or damage to any person or property during use of the facility.

HOLD HARMLESS

- 1. <u>Hold Harmless.</u> The undersigned, hereinafter called Applicant, in consideration for the acceptance of this agreement, agrees to the fullest extent permitted by law to defend, indemnify and hold harmless the City of Carlisle, its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of the City of Carlisle's Recreation Center at 1220 S. 5th St. by Applicant, its agents, guests, employees or any participants in the event/activity or arising from any neglect, default, mismanagement or omissions in the performance of any duties imposed upon Applicant by this agreement, or by law; provided that any such claim, damage, loss or expense:
 - a. Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and
 - b. Is caused in whole or in part by any act or omission of applicant, its agents, guests or anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
- 2. <u>Obligation Not Limited.</u> In any and all claims against the City, its officers, agents or employees by the Applicant, its agents, guests, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Applicant or any agent or employee under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 3. <u>Damages Conclusive Against Applicant.</u> If any litigation on account of such claims shall be commenced against the City, Applicant, upon notice thereof from the City, shall defend the same at its sole cost and expense; and the record of any judgment rendered against the City on account of such claims for damages shall be conclusive as against Applicant and entitle the City to recover the full amount thereof, with interest and costs and attorney's fees incurred by the City, whether the City shall have paid such amounts or not.
- 4. <u>Liability for Damages.</u> Further, the undersigned agrees to be liable for any damage the facility and/or the equipment in the facility, except for normal wear and tear resulting from this use and to pay in timely fashion any and all costs associated with returning the facility and/or equipment to the condition that existed prior to said use.

Print name	
Address	
City	StateZip
Signature	Date
Approval – City Representative	

In the event Renter violates any of the terms of this Agreement or fails to follow attached cleaning instructions, then the City of Carlisle reserves the right to assess damages in an amount that will fairly and fully reimburse the City for costs incurred by the City as a result of such violations:

- 1. Renter agrees that the City's determination as to the assessment of damages caused by Renter's use of the premises shall be final.
- 2. Renter authorizes the City to deduct the amount of assessed damages from the damage deposit or the renter can provide an alternate method of payment with in seven (7) days upon notice.
- 3. RENTER acknowledges receipt of key(s) to the facility requested by this agreement. If the key is not returned to City Hall, the renter will be responsible for the cost of changing the locks on the facility. In the event, any door of a facility is left unlocked, the deposit will not be refunded. The key must be returned to City Hall before the deposit will be returned.
- 4. Renter agrees that in the event the assessed damages exceed the damage deposit, the person signing the lease shall be personally responsible for such excess damages.
- 5. If alcoholic beverages are used or served, they must be limited to those attending who are age 21 and older. The special beverage damage deposit will be applied to any damages or additional cleaning caused by the consumption of these beverages.
- 6. Patrons may not take alcoholic beverages out of the building.
- 7. The use of any tobacco products is strictly prohibited.
- 8. The facility will be left clean, orderly and undamaged. Specific cleanup instructions as attached will be followed.
- 9. "Special Beverages" means beer, wine or champagne. "Entertainment" means live music or live performances of any kind. "General Public" means residents of the State of Iowa and other states. Any function at the Recreation Center, under this agreement, which involves special beverages, entertainment, or is open to the general public shall require security. Security, arranged and paid for by the "Renter/Responsible Party" shall be provided either by off-duty City of Carlisle Police Officer, or its authorized agents if no Carlisle officer is available. Security shall be provided from the time the function begins until the time that cleanup is completed and the door to the facility is locked.
- 10. Snow and Ice Removal. The City of Carlisle will perform its usual and customary snow and ice removal upon the premises, if necessary, one time upon the day of the rental. However, lessee is responsible for the removal of additional snow and/or ice which may accumulate after the removal performed by the City of Carlisle.
- 11. Persons, groups or organizations wishing to rent the facility and charge an admission fee or ask for contributions from those attending an event will be limited to one occurrence per year. Exceptions to this policy may be granted by the Carlisle Parks and Recreation Superintendent.