

Community Building Rental Agreement

CITY OF MENLO

I _____ agree to rent the Community Building located at 417 Sherman Street for the following date(s) _____.

I intend on having: _____ live music _____ D.J. _____ alcohol.

I understand I will pay a \$200.00 cleaning and/or damage deposit.

This will be returned to me after inspection of the premises.

I understand I must be out of the building by 2:00 a.m. unless other arrangements have been made with City Officials.

Rental Costs:

\$200.00 cleaning and/or damage deposit: _____ (separate check)

\$125.00 for Large Room _____

\$50.00 for Kitchen only _____

\$175 for both Large room & Kitchen _____

TOTAL _____ pd _____

The renter agrees to assume entire responsibility and liability for all damages or

injuries to all persons, arising out of, resulting from or in any manner connected with the above use of city facilities, and agrees to indemnify and save harmless the city, its agents and employees from all such claims including

liable and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph.

I have read, understand and hereby accept the terms of this contract:

Signature: _____ Date: _____

Name and address/phone # of renter Accepted By:

HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The agreement made this _____ day of _____, 2____ between
NAME: _____ DATE OF BIRTH: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE, ZIP: _____

Referred to as "Renter" and the City of Menlo, Iowa, hereinafter referred to as the "City".

In consideration for the use of the Menlo Community Building as permitted by the City of Menlo by the undersigned, it is hereby agreed as follows:

1. Renter will not serve alcoholic beverages to any minor in violation of Iowa Law. Alcoholic beverages will not be served in conjunction with the use of the Community Building unless, and until, the Renter has provided the City with proof of liability insurance in the amount of at least \$300,000.
2. Renter agrees to indemnify, and hold harmless the City, its agents, and employees from any and all claims, damages, losses, and expenses including reasonable attorney fees arising from, during or in conjunction with its use of the Community Building.
3. Renter agrees to indemnify and hold harmless the City, its agents, and employees from any and all claims, damages, losses, and expenses including reasonable attorney fees arising from the Renters service of alcoholic beverages on the Menlo Community Center premises during, or in conjunction with its use of the Community Building.
4. Renter further agrees to indemnify and reimburse the City for any and all damages resulting to City property from the Renter's use of the property, normal wear and tear expected.
5. Renter agrees that its use of City property as contemplated in this Agreement will be in compliance with all applicable City ordinances, State and Federal laws and regulations.
6. Should it become necessary for the City or someone on their behalf to incur costs and expenses to retain the services of an attorney to enforce this Agreement or any portion hereof, or to present a defense to claims arising from the situations identified above, the undersigned agrees to pay the City all costs and attorney fees hereby expended or for which liability is incurred.
7. The City reserves, and the Renter recognizes and accepts, the City's absolute right to terminate usage of any City facility including, but not limited to the Menlo Community Building at any time if any violation of this Agreement or City rules and/or procedures for such use are violated.
8. In compliance with Iowa Code 123.95, the Renter agrees they will not serve alcoholic beverages, other than beer and wine, in the Community Building, without first receiving a State of Iowa Liquor Permit. The Renter further understands that the City of Menlo will not permit the serving of any alcoholic beverage, other than beer and wine, until and unless the City receives notification from the State of Iowa that a Liquor License has been approved.
9. The undersigned, signing on behalf of _____ (organization), is empowered by said entity and by the authority of its Boards of Directors, if applicable, to bind said Renter to the terms and conditions of this Agreement.

Signature of Renter: _____ Date: _____

Signature of City Representative: _____ Date: _____

COMMUNITY BUILDING USAGE RULES

- ❑ **NO SMOKING** IN ALL AREAS WITHIN THE COMMUNITY BUILDING.
- ❑ **NO PETS** ALLOWED (EXCEPTIONS FOR SERVICE ANIMALS).
Please request an exception from the City Clerk before usage.
- ❑ **DO NOT SLIDE TABLES** ON THE FLOOR.
- ❑ **DO NOT STAND OR SIT ON TOP OF THE TABLES.** STEP STOOLS AND LADDER ARE AVAILABLE IN THE MAINTENANCE CLOSET LOCATED IN THE KITCHEN AREA.
- ❑ **CLEAN ALL DISHES, COUNTERS, TABLES AND CHAIRS.** IF CITY TOWELS ARE USED, WASH AND RETURN TO THE COMMUNITY BUILDING.
- ❑ **SWEEP AND MOP** ALL FLOORS.
- ❑ **CLEAN THE RESTROOM** FACILITIES.
- ❑ **PLACE ALL TABLES AND CHAIRS BACK** TO THE PROPER RACKS. ROLLER RACKS ARE HARD ON THE FLOOR. PLEASE ROLL CAREFULLY AND AS LITTLE AS POSSIBLE.
- ❑ **PLACE ALL BAGGED TRASH** IN THE NORTH ENTRY WAY AND REPLACE THE TRASH CANS WITH FRESH LINERS.
- ❑ **TURN DOWN** THE FURNACE TO **64** DEGREES, OR AIR CONDITIONING UP TO **76** DEGREES (AS APPLICABLE).
- ❑ **TURN OFF ALL LIGHTS AND LOCK** ALL DOORS.
- ❑ **PLACE PROVIDED KEY** IN A **DROP BOX** AT THE NORTH DOOR.

Warning: The flooring in the Community Building can be damaged by the overuse of wheeled toys, chairs, or carts. Manufacturer recommendations are to limit the use of

these wheeled items. Any damage to the floor determined by overuse of said items will result in an added repair expense to the responsible user.