

OPEN SHELTER RENTAL AGREEMENT

Urbandale Parks and Recreation Phone #: 278-3963

Electricity is available ONLY at Bishop, Charles Gabus, Lions, Gazebo, Murphy & Walker Johnston

Contract # _____

Today's Date _____

Bishop - Charles Gabus - Gazebo - Lions - Murphy - Rocklyn - Walker Johnston - WCRP

RESIDENT RENTAL FEES

8:00 AM – 3:00 PM \$ 25
4:30 PM – 10:30 PM \$ 25
8:00 AM – 10:30 PM \$ 50

NON-RESIDENT RENTAL FEES

8:00 AM – 3:00 PM \$ 35
4:30 PM – 10:30 PM \$ 35
8:00 AM – 10:30 PM \$ 70

The full amount of your check is deposited on the date of this contract.

The City of Urbandale, Owner, and _____ as Lessee, hereby enter into the following Rental Agreement for the _____ open shelter house under the following terms and conditions:

1. Lessee shall have possession of the premises on _____ . Rental time is from _____ to _____. This **INCLUDES** your set-up and clean-up time. Lessee agrees not to occupy the shelter outside of the designated rental time as there may be another rental on your rental date. Rental is for the following activity: _____. When not rented, the open shelters are available for use on a first-come, first-serve basis. Please bring a copy of your agreement to your rental to show proof of reservation. Approximate number of people to use the facility will be _____. Lessee must be at least 21 years of age to rent the open shelter. City Ordinance 5.17.15 states, parks are closed from 10:30 pm until 6:00 am to all persons.
2. Lessee shall pay a rental fee in the amount of \$ _____, said sum to be paid at the time of execution of the Agreement, the amount being computed according to the schedule or rent stated above.
3. A cleaning and damage deposit of **\$ 50.00** is also paid at the time this Agreement is executed and shall be refunded (by mail approximately 2 weeks following rental) provided no damage is done or excessive clean up required. Any charges for excessive clean-up/damage and/or replacement will be deducted from the deposit. Lessee hereby warrants that they will be personally responsible for the cost of repair of any damage not covered by the damage deposit.
4. If cancellation / changes are necessary, Lessee must cancel/change at least fourteen (14) days before rental date, or rental fee will NOT be refunded. Damage deposit will be refunded. Any cancellations or changes in rental dates and times **must** be done in person at Park and Recreation office. Changes and/or cancellations cannot be made by phone. **PLEASE NOTE** that the shelter is an outdoor facility with a roof only. **Refunds will not be issued due to weather (rain, temperature, wind, etc.).**
5. No vehicles are allowed to be parked or driven on park property, trails, or grass areas.
6. The outlet located at Gazebo, Murphy, Bishop, and Walker Johnston Shelters is a 20 amp circuit. The outlet is made to handle only one appliance, up to 20 amps. No refunds are given if the outlet is unavailable during rental.
7. Tables, chairs or accessories are not provided. Any tables, chairs or accessories are the responsibility of the lessee.
8. Live music is allowed outside the shelter before 9:00 p.m. If you wish to have music outdoors after 9:00 p.m., you must complete a noise control waiver located on our website, www.urbandale.org. Disturbing the peace through excessive, loud or unusual noise is prohibited. Complaints regarding noise or other disturbances will result in a warning issued by the Police Department and possible citation and closing of the event if the disturbance continues.
9. If the activity will require the use of tent, canopy, membrane, bouncy house, etc.: Lessee will need to complete the online "Special Event Application Form" on the City website at <http://www.urbandale.org/formcenter/special-event-permit-application-6/city-of-urbandale-special-event-permit-a-48>
10. In consideration of the use and occupancy of the facility and grounds, Renter does hereby agree to protect, indemnify, and hold harmless the City, its agents, employees, or representatives from all injury or damages to persons or property or claims thereof rising out of the Renter's event, and further be responsible for all expenses for litigation arising from any such claim. If any litigation on account of such claims shall be commenced against the City, its agents, employees, officers, or representatives, the Renter, upon notice thereof from the City, shall defend the same at the Renter's own 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 the Renter, and entitle the City to recover the full amount thereof, with interest and costs and attorney fees incurred by the City and right of action therefore shall accrue to the City as soon as judgment shall have been rendered, whether the Renter shall have paid the amount or not.
11. Lessee, by signing this Agreement, hereby acknowledges that they have read this Agreement and understand the terms and conditions herein stated and agree to abide by the same.

Lessee Signature _____ Address (please print) _____ Home Phone _____ Cell/Work Phone _____
 Department Representative _____ Total Amount Paid: _____ + 50 (dep.) = _____
 Deposit Requested: Date _____ Amt. _____ CASH or CHECK # _____ or CARD _____ 2/17