

GIOVANNETTI COMMUNITY SHELTER HOUSE RENTAL AGREEMENT

Urbandale Parks and Recreation

Phone # : 278-3963

GIOVANNETTI COMMUNITY SHELTER HOUSE
8900 Douglas Avenue, Urbandale.
This facility is air-conditioned.

The number of people using this shelter is NOT to exceed 300 persons. Tables & Chairs max: 180
NO SMOKING IN THE SHELTER HOUSE

Contract # 511

Today's Date August 25, 2020

RENTAL FEES: Monday-Thursday evenings, Fridays – Sundays, and Holidays

RESIDENT

8:00 AM – 3:00 PM \$525
4:30 PM – 10:30 PM \$450
8:00 AM – 10:30 PM \$925

NON-RESIDENT

8:00 AM – 3:00 PM \$565
4:30 PM – 10:30 PM \$490
8:00 AM – 10:30 PM \$965

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

WEEKDAY RENTAL FEES:

Mondays – Fridays between 8:00 AM – 4:00 PM

Hourly (3-hour min): \$40/hr (Add \$40 if non-resident.)

The City of Urbandale, Owner, and _____ as Lessee, hereby enter into the following Rental Agreement for **GIOVANNETTI COMMUNITY** 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. You are charged according to your specific rental time. Occupying the facility early or staying past your specified time affects custodial cleaning and other rentals. Failure to observe your specified rental times will result in additional charges and/or withholding from your deposit (minimum \$50.00 fee). Even though a key is issued prior to the rental time, Lessee agrees **not** to occupy the building outside of the designated rental time _____ (initials) Rental is for the following activity:_____.

Max. capacity at any time is currently 92 people

Approximate number of people to use the facility will be _____. (Max 300) Lessee must be at least 21 years of age to rent shelter. City Ordinance 5.17.15 states, parks are closed from 10:30 p.m. until 6:00 a.m. to all persons.

2. A key **WILL** be issued to Lessee for use of the room. Please pick up the key at the Park & Recreation office between 8:00 a.m. – 4:00 p.m. on _____. There will be a \$25.00 charge deducted from your deposit if the key is not returned. In case of emergency only during your rental, you may call the custodian at phone # **710-8326**. Key is to be returned in the drop slot located outside City Hall front doors after rental.
3. Live music is allowed in the shelter. 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 at www.urbandale.org. Smoke or vapor machines of any kind are not allowed in the facility. Renters are welcome to use the aux cord in the kitchen closet to play music over the speaker system. To use, plug the cord into your device (do not pull cord). Set the panel (located in the main room by the kitchen serving window) to "IPOD" and "COMBINE ROOMS". Please note that it takes 30 seconds for the volume to warm up.
4. 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.
5. 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.
6. A deposit of \$ **200.00** is paid at the time this Agreement is executed and shall be refunded to Lessee (by mail approximately 2 weeks following rental) if all the regulations are abided by and the premises are left in the same condition after Lessee vacates as it was immediately prior to the occupancy thereof by Lessee. Any extra expenses incurred for additional time or cleaning by Park and Recreation staff (or representative) will be deducted from the deposit.

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(CONTINUED FROM FRONT)

7. There are approx. 16 – 6’ round tables, 8 – 18”x6’ rectangle tables and 180 chairs. All tables and chairs must be arranged according to the diagram in the building before Lessee is finished with rental. Trash must be collected in garbage bags and left inside the building by the kitchen entrance door. Floor must be swept, and/or mopped at the end of rental. Premises must be left in the same condition after Lessee vacates as it was immediately prior to occupancy.
8. All appliances are commercial grade and are not to be operated by anyone under the age of 18. Lessee will not hold the City responsible in case of accident/injury as a result of improper use of appliances. Rental does not include any tableware, utensils, linens, or coffee pot, etc. Use of the following is prohibited on the walls, ceilings, floors or windows: nails, staples, tacks, screws, glitter, liquid adhesive, glue, tape. The following are allowed: 3M command removable adhesive products, painter’s removable masking tape, string, or ribbon.
9. The Lessee hereby warrants that they will be personally responsible for the cost of repair of any damage over and above that not covered by the damage deposit. Lessee recognizes the City is not responsible for lost or stolen items of any kind. Lessee may use the fireplace, projection screen (projector not provided), and aux cord for MP3/Ipod (located in the kitchen closet). *A separate agreement and deposit must be completed for use of the microphone.*
10. Bottled, canned or keg alcohol is allowed. Lessee is responsible in seeing that minors do not indulge in alcoholic beverages. If the day of your rental will include a cash bar or a venue that sells alcohol at this facility, you will need to acquire a license through the State of Iowa Alcoholic Beverage Division at www.iowaabd.com. This application can take up to 6 weeks. The State will notify the City of Urbandale when your application has been approved.
11. The attached outside patio is included with rental. Size is 36’ x 58’ and includes 4 permanent rectangle picnic tables. The shelter is located in a public park and, therefore, all parking is first-come, first-serve and cannot be reserved.
12. This facility was designed to serve as a tornado safe facility for park users between the hours of 6:30 a.m. and 10:30 p.m. In the event the National Weather Service issues an alert and the severe weather sirens in Urbandale sound, the priority for this facility becomes a severe weather shelter for park users. Doors to the facility will automatically unlock for the public to take shelter in case of a weather emergency. Tornado sirens and the building’s locking system are tested the first Saturday of each month at 12:00 Noon. To complete testing procedure, the Urbandale Fire Department will arrive and briefly enter the building to reset the control panel at the main entrance.
13. ~~If the rental will include the use of tent/canopy (over 10’x 12’), or ANY inflatable/bouncy house: Lessee must complete the ‘Special Event Application Form’ at www.urbandale.org and submit to Urbandale Parks & Recreation at least 60 (sixty) days before rental. A non-refundable application fee of \$25 applies. Please see Form for more detailed information.~~
14. In consideration of the City of Urbandale renting the Shelter House in question, Urbandale Police Officers shall have the right to enter said premises to determine if there are violations of the Urbandale code or State Code of Iowa. 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.
15. The parties hereto by signing and initialing this Agreement, hereby acknowledge that they have read this Agreement and understand the terms and conditions herein stated and agree to abide by the same. Failure to abide by all the rules and regulations as stated in this contract may result in denial of future rentals.

 Lessee Signature Address (please print) City, Zip Home Phone Cell/Work Phone
 E-mail address (**PRINT**) : _____

<i>Office Use Only</i>	
Department Representative _____	Total Amount Paid: _____ + 200 (dep.) = _____
Deposit Requested: Date _____ Amt. _____	Payment: CASH or CHECK # _____ or CC _____

**CITY OWNED FACILITIES – WAIVER FORM – Renters of Urbandale Facilities
Assumption of the Risk and Waiver of Liability Relating to the Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, the CDC and the State of Iowa highly recommend social distancing. For full information on recommendations, please view <https://coronavirus.iowa.gov>.

Urbandale Parks and Recreation has put in place preventative measures to reduce the spread of COVID-19 and infectious diseases for the cleaning of rental facilities; however, Urbandale Parks and Recreation cannot guarantee that you or your guests will not become infected with COVID-19. Further, renting and utilizing Urbandale Parks and Recreation facilities could increase your risk and your guest's risk of contracting COVID-19 and/or infectious diseases.

By signing this waiver, I acknowledge the contagious nature of COVID-19 and infectious diseases and voluntarily assume the risk that my guests and I may be exposed to or infected by occupying a Urbandale Parks and Recreation rental facility and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 in Urbandale Parks and Recreation rental facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Urbandale Parks and Recreation employees, volunteers, and program participants and their families.

I voluntarily agree to abide by and follow all current Iowa Dept. of Health guidelines and restrictions and will ensure compliance by all my guests during my rental. Current guidelines and restrictions can be found at www.idph.iowa.gov and <https://coronavirus.iowa.gov>.

I also voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my guests or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my guests may experience or incur in connection with my facility rental through Urbandale Parks and Recreation. On my behalf, and on behalf of my guests, I hereby release, covenant not to sue, discharge, and hold harmless the Urbandale Parks and Recreation, its employees, agents, and representatives, of and from liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Urbandale Parks and Recreation, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after the reserved rental date at any Urbandale Parks and Recreation facility.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT.
I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY.**

Name of renter (Printed): _____

Renter signature: _____

Date signed: _____