



# Palo Ball Field Rental Agreement

Gateway to the Outdoors

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Phone #'s: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

SS#: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Are you 21 years of age or older? Yes No Email Address: \_\_\_\_\_

Your signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

**All rentals are required to pay the deposit fee of \$300.00**

**Rental Fees: \$14.00/per hour Weekdays**

**\$15.00 per/hour Weekends**

Circle the below time block you are renting

Reservation Date: \_\_\_\_\_

4:00 pm to 10:00 pm (Monday-Friday)

8:00 am to 3:00 pm (Saturday & Sunday)

3:00 pm to 10:00 pm (Saturday & Sunday)

**Field Renting:** Please circle Field #1 - Lights -or- Field #2 (No lights available)

Describe in detail the specific reason/purpose for reservation: \_\_\_\_\_

Total number of people expected to attend? \_\_\_\_\_ Is this Practice or Game(s) Please circle

Will this event be primarily attended by persons under the age of 18? Yes No

- **2-hour Minimum for 1st Rental of the Evening**
- **Deposit (refundable with acceptable inspection): \$300 + Rental Fee Check**
- **The deposit check must be a separate check from the Rental Fee**
- **The deposit check will be returned following the inspection & approval by the inspector**

*FOR OFFICE USE ONLY:*

\$ _____	Deposit Received: Yes	No	Attach "Hold Harmless/Indemnification Agreement"
	Check#: _____	Cash: _____	
Approved: _____		Date: _____	

Forms may be dropped off or mailed to the City of Palo, 2800 Hollenbeck Road, Palo, IA 52324. Rental slot is not secured until deposit and fee have been received by the City of Palo. If you have any questions, please contact Palo City Hall at 319-851-2731. For problems during your event that are outside City Hall hours, please call: (319) 551-5077, (319) 721-2981, or (319) 389-0747.

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# Hold Harmless/Indemnification Agreement

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This Hold Harmless/Indemnification Agreement (the "Agreement") is made this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_ between  
Month Year

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
City State Zip Code

(Hereinafter referred to as "Renter") and the City of Palo, an Iowa Municipality (hereinafter referred to as "City")

In consideration for the use of the Palo Community Center as permitted by the City of Palo by the undersigned, the parties hereby agree 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 Palo Community Center unless, and until, the Renter has provided the City with proof of liability insurance in the amount of at least \$300,000.00.
2. The Renter agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, judgments, and expenses, of whatever nature, including reasonable attorney fees arising from, during, or in conjunction with, the Renter's use of the Palo Community Center, of which may be caused in whole or in part by any act or omission of the Renter, or by any agent or employee of the Renter.
3. The Renter agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, judgments, and expenses of whatever nature, including reasonable attorney fees, arising from, during, or in conjunction with, the Renter's service of alcoholic beverages on the Palo Community Center premises during, or in conjunction with, the Renter's use of said Community Center.
4. The 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 Palo Community Center premises, normal wear and tear excepted.
5. The 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 reasonable 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 Palo Community Center 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 Palo Community Center, without first receiving a State of Iowa Liquor Permit. The Renter further understands that the City of Palo will not permit the serving of any alcoholic beverage, other than beer and wine, until and unless, the City of Palo 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 Board of Directors, if applicable, to bind said Renter to the terms and conditions of this Agreement.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature of Renter Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Approved by Date

**ALL RENTALS MUST SIGN HOLD HARMLESS/INDEMNIFICATION AGREEMENT**