



Palo Community Center Rental Agreement

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone #'s: Home: _____ Work: _____ Cell: _____

SS#: _____ Date of Birth: _____

Email: _____

Are you 21 years or older? Yes / No Will this event be primarily attended by persons under the age of 18? Yes / No

FOR OFFICE USE ONLY

Key Fob #: _____

Total Rental Fee: \$ _____	Check #/Cash _____	Date Paid: _____
Deposit Received: Yes / No	Check # _____	Date Paid: _____
_____	_____ / _____ / _____	_____
Approved		Date

All rentals are required to pay the deposit fee of \$500.00

Circle the time block you are renting below

Reservation Date: ____ / ____ / ____

3:30 pm to 11:00 pm (Monday-Friday)

7:00 am to 4:00 pm (Saturday & Sunday)

Rental Charge: _____

5:00 pm to 11:00 pm (Saturday & Sunday)

If rental occurs on a day observed as a holiday, rental times will be 7:00 am to 4:00 pm and 5:00 pm to 11:00 pm.

Rooms Renting: **KITCHEN** **GYM** **LIBRARY** **COUNCIL CHAMBERS** Please Circle

Describe in detail the specific reason/purpose for reservation:

Total number of people expected to attend? _____

Will there be any entertainment and/or music planned? No / Yes If yes, what kind/type: _____

Will alcohol be served/BYOB? Yes / No **** Must have Proof of Liability Insurance ****

*** If yes, you must provide Proof of Insurance as required on the Hold Harmless/Indemnification Agreement. ***

Please note: Palo Community Center Rules & Regulations require a responsible adult, age 21 or over, be in charge of events and be present at all times during rental period for activities involving minors.
Has, or will, this event be advertised and/or announced publicly in any way? Yes / No

Palo Community Center Rental Agreement

TIME BLOCKS:	Monday through Friday:	3:30 pm to 11:00 pm
	Saturday and Sunday:	7:00 am to 4:00 pm
	Saturday and Sunday:	5:00 pm to 11:00 pm

If rental occurs on a day observed as a holiday, rental times will be 7:00 am to 4:00 pm and 5:00 pm to 11:00 pm.

RENTAL FEES:	One Time Block: <u>Resident Rate:</u>	\$250.00 - Gym / \$60.00 Kitchen
	<u>Non-Resident Rate:</u>	\$500.00 - Gym / \$80.00 Kitchen
	Additional Time Block (Consecutive/Same Day):	\$120.00 – Gym / \$40.00 Kitchen
	Commercial Rate: <u>Resident Rate:</u>	\$300.00-Gym / \$100.00 Kitchen
	<u>Non-Resident Rate:</u>	\$675.00-Gym / \$150.00 Kitchen
	Previous day set-up for an event (i.e. weddings) START AT NOON:	\$125.00
	Next day clean-up rate (i.e. weddings) MUST BE OUT BY NOON	\$75.00

Organized Sport Ball in Gym: (Sign up starts June the following year)	\$40.00/hour
Resident Non-Organized Ball in Gym:	\$20.00/hour
Non-Resident Non-Organized Ball in Gym:	\$30.00/hour
Library	\$20.00/hour
Council Chambers (NO Drink)	\$50.00 time block

	Deposit (refundable with acceptable inspection):	\$500.00 + Rental Fee Check
Initial	Key FOBs not returned:	\$100.00 (from deposit)
	Service Call: Reset Electrical Breaker	\$100.00
	** MUST have Liability Insurance in Hand before receiving Key to Facilities **	

The deposit check must be a separate check from the rental fee.
The deposit check will be returned following the inspection & approval of the facility by the inspector.

**** All rentals of the Community Center Facilities are superseded by the need for the safe room, should an emergency occur. ****

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

Estimated Occupancies:	440 pp (45) 8ft tables; (10) round tables mix of 8' & 6'; (350) white chairs - 8-10 pp per table
Community Center:	7 sq. feet occupancy per person 962 people 15 sq. feet occupancy per person 440 people
Kitchen:	42 pp (4) 8ft tables; (40) metal black cushion chairs; 15 sq. feet occupancy per person; 42 people
Council Chambers:	7 sq. feet occupancy per person = 133 people

7 sq. ft. occupancy is estimated for standing room and 15 sq. ft. occupancy is estimated with tables and chairs.

I have read the Rental Contract, Hold Harness/Indemnification Agreement, Rules and Procedures for Reserving, and Rental Checklist.

Signature: _____ Date: _____

**RULES AND PROCEDURES FOR RESERVING
THE PALO COMMUNITY CENTER**

1. Community Center Rental Agreement and Hold Harmless/Indemnification Agreement forms must be completed and rental fee paid before a reservation is considered valid.
2. It is against Community Center rules to enter the Community Center before your rental time or to stay later than your rental time. Occupying the Community Center outside your rental time may result in loss of your damage deposit.
3. You must be 21 years of age or older to rent the Community Center. Reservations are made with the City Clerk's office to avoid conflicts of dates.
3. A \$25.00 cancellation fee will be withheld from all cancellations. **No refund will be issued if cancellation occurs with less than a 2-week advance notice.** You will be allowed to change your rental date one time, to an open, available, date. If you have to change it more than once, a \$25.00 fee will be charge.
4. Concert rentals after 5:00 pm will have a Linn County Sherriff's Officer present at the expense of the renter.
5. The City Hall lobby is not part of the rental area.
6. Each group is responsible for orderly conduct and must leave the Community Center facilities in the same order as they were before their use. You are responsible to sweep, mop floors, clean the kitchen (if used), and empty garbage in the outside dumpster before leaving the Community Center (see clean-up checklist). The Community Center belongs to the Community; you will be expected to return it in the same condition that you find it prior to your rental.
7. Any damages done to the building, including any plumbing problems arising from your use of the building, will be charged to you.
8. If the deposit is withheld because of the renter's maliciousness or negligence, the renter is barred from renting the Community Center again.
9. The City of Palo's noise ordinance will be enforced by the Linn County Sheriff's Office.
10. No alcoholic beverages (including BYOB) will be allowed except when a Hold Harmless/Indemnification Agreement is signed by the user **and proof of insurance is provided as required (declaration page of homeowners or renters' insurance policy)** by said Agreement. Beer and wine are the only alcoholic liquors allowed without a State of Iowa Liquor License as long as they are provided without charge. Charging a fee for these beverages would require a permit. (ex: A cash bar requires a permit.) (Iowa Code 123.95)
11. Equipment belonging to the City will not be loaned out.
12. No Pets Allowed. Service Animals specifically trained to aid a person with a disability are welcome.
13. DO NOT TAKE ANYTHING BELONGING TO THE COMMUNITY CENTER. Inventory will be taken and the responsible individual will be charged for missing items. No equipment belonging to the City of Palo, such as chairs, tables, or kitchen equipment will be removed from the building prior to, during, or after the event.
14. The City is **NOT** responsible for lost, damaged, or stolen personal items during your rental period.
15. No propane tanks are allowed inside the Community Center including those used for gas grills.
16. Upon completion of the event, all items brought into the building by said renter shall be removed from the Community Center. The City will not be responsible for any items left behind.
17. **No decorations are allowed on the Community Center walls. Decorations may be placed on tables but must leave no marks of residue when removed. NO tape on walls or floor. Confetti, glitter, & candles are not allowed. No decorations or lights may be hung from the ceiling.**
18. Smoking is not allowed in City Building. Only in Designated area only.
19. You are responsible for securing any permit required for your use of the Community Center, including permits to serve alcohol. You are responsible to show proof the permitting process is complete or an exception to the requirement applies.
20. **For Key FOB's that are NOT returned, \$100 will be taken out of your deposit.**
21. **\$100 service Call for tripping breaker. ONLY one electrical plug per outlet.**

RENTAL CHECKLIST

Renter Name: _____

You have rented the Palo Community Center for the following date and time:

Date: _____ **Time:** _____

The following checklist is for your use in cleaning the facility. If you have any concerns or notice any problems with the Community Center, please make notations on the back of this form or contact City Hall at 851-2731. If you encounter problems during your event; outside City Hall hours, please call, **(319) 551-5077, (319) 721-2981 or (319) 389-0747.**

_____ Tables and chairs in the kitchen/dining room area must be placed back the way they were found. Black chairs are not allowed in gym. If it is necessary to move the large tables, two people must lift them so the floor will not be scratched.

_____ Please return tables and chairs to the proper storage area. DO NOT DRAG THE TABLES, LIFT THEM.

_____ **Remove all decorations. (Do not use staples on the tables, no tape on the floors or walls, no confetti, candles or glitter allowed)**

_____ Trash is to be removed from **ALL** areas of the facility including restrooms, kitchen & gym and ALL garbage bags replaced. A dumpster is located outside. Break down all cardboard and leave securely stacked by the dumpster for recycling pick-up.

_____ **ALL** floor areas are to be swept/mopped. Do not leave standing water. Buckets may be filled in the gym restroom.

_____ The kitchen is to be left clean. Make sure all food belonging to you has been removed from the refrigerator. Please wipe off all counters and be sure sinks are drained/cleaned. Be sure the oven/stove and island are turned off.

_____ Please turn off all interior lights and check to make sure the doors are locked upon leaving.

_____ Make sure the outside perimeter and parking lot is free of debris.

_____ **Leave this checklist with your signature and key fob in the drop box located next to the Kitchen Door inside the Community Center. KEY FOB'S THAT ARE NOT RETURNED WILL COST \$100, and will be taken out of your deposit.**

IT IS YOUR RESPONSIBILITY TO CLEAN UP AND CLOSE UP THE PALO COMMUNITY CENTER IMMEDIATELY FOLLOWING YOUR EVENT. Please leave it in good, clean, condition for the next renter. Failure to accomplish everything in the rental agreement and on the checklist will result in the loss of your damage deposit and additional costs, if applicable, with a **minimum \$200.00 charge**, may be assessed. If the renter damages, vandalizes, or destroys any property in the Community Center or facility area, this will also be charged to the renter. If the deposit is withheld because of the renter's maliciousness or negligence, the renter then loses their privileges to rent the Community Center again. **Thank you for your cooperation!**

PALO CITY HALL

For questions during your event outside of City Hall hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, please call (319) 551-5077, (319) 721-2981 or (319) 389-0747.

Renter Signature _____

Date ____/____/____

Please note any concerns or comments on this form.

Hold Harmless/Indemnification Agreement

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. **This includes BYOB (Bring Your Own Beer/Alcohol).**
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