

CITY OF CRESCENT COMMUNITY ROOM RENTAL CONTRACT

Permit No. _____

Renter _____ Phone: Day _____ Evening _____
Address _____
Name of Organization/Individual _____
Purpose of Rental _____
Event: Day/Date/Time _____
Relationship to City of Crescent, if any: _____
Set Up/Clean Up time needed: _____
Please have _____ tables and _____ Chairs available.
Rental Deposit \$ _____ Date Paid _____ Received by _____
Rental Balance \$ _____ Date Paid _____ Received by _____
Damage Deposit _____ Date Paid _____ Received by _____
Damage Deposit Refunded \$ _____ Date _____ Refund denied _____

RENTAL RATES AND REGULATIONS

The following rental fees shall be charged for the use of the Crescent Community Room:

** The kitchen is not equipped with utensils, pots, pans, etc.*

Friday/Saturday/Holiday Rate-----

~~\$500.00~~

75

Sunday through Thursday Rate-----

~~\$200.00~~

75

Holidays Defined: The following days are considered holidays for the purpose of rental pricing:

New Years Eve; New Years Day; St. Patrick's Day; Easter; Memorial Day; July 4th;
Labor Day; Halloween; Thanksgiving; Christmas Eve and Christmas Day.

RENTAL DEPOSIT: A deposit of fifty percent (50%) of the rental fee will be required to reserve a date. One half of the deposit will be returned if reservation is cancelled more than 30 days in advance of the reserved date. No deposit will be returned if the reservation is cancelled less than 30 days before the reserved date.

DAMAGE DEPOSIT: A damage deposit of \$ _____ will be made no less than 10 (ten) working days or 14 (fourteen) calendar days before the reserved date. All damage deposit checks will be cashed upon receipt. No refund check will be issued less than 1 (one) week after the event. All or part of the damage deposit may be withheld for an unacceptable inspection of the building according to the Community Room Cleaning Check List. All or part of the damage deposit may be withheld for non-compliance with the contract Rules and Regulations.

RULES AND REGULATIONS

1. All rental deposits are due when reservations are made. The Community Room will be rented on a first come first serve basis. The rental deposit is required to reserve the Community Room. The date will be held for twenty-four (24) hours. If a Renter requests a rental and no rental deposit has been made, and another Renter requests a rental for the same date, and has the rental deposit, if twenty-four (24) hours has passed and the rental deposit has not been received from the first request, the second request will be accepted for the rental date. The balance of the rental rate shall be paid when the rental contract is signed. The contract shall be

signed and the damage deposit paid no less than 10 (ten) working days or 14 (fourteen) calendar days before reserved date.

***Reservations will be accepted up to one year in advance.**

2. Priority will be given to City of Crescent sponsored events in the Community Room.
3. Civic groups that contribute to the community, local youth, and local church groups will be required to sign the rental contract to use the Community Room, with no deposits or rental fees charged for their regular meetings. They will be required, however, to pay rental fees, but not deposits, to use the Community Room for events they hold outside the scope of their regular meetings. They will be required to clean up after their meetings and events and be responsible for any missing items or damage to the building or its contents during their use of the Community Room.
4. **NO ALCOHOLIC BEVERAGES** shall be brought into the Community Room.
5. Decorations shall not be attached to the structure of the Community Room. The Renter may check with the Community Room manager for exceptions at the Clerk's sole discretion.
6. Any Renter signing the rental contract will be responsible for any damage to the facility and its contents or missing items during their usage of the facility. Any cost will be deducted from the damage deposit fee. Any damages in excess of the damage deposit fee will then be immediately paid by the Renter.
7. There shall be no rice, confetti, bubbles, silly string, or birdseed allowed in the Community Room.
8. Tables and chairs are not to leave the Community Room.
9. **SMOKING IS PROHIBITED ANYWHERE IN THE COMMUNITY ROOM.**
10. The City of Crescent will not be responsible for lost or stolen items.
11. Renter may request access to the Community Room before the day of the event (*to set up*) for the full day's rental fee *provided* that the area has not been rented for that day. However, if the facility remains available the week before the event, then the Renter may rent it for the day before the event (*to set up*) by paying a One Hundred Dollar (\$100.00) rental fee for that day.
12. The person making the request to the use of the Community Room must be at least 21 years of age or older. A photo I.D. is required.
13. The Pottawattamie County Sheriff's Department may be notified by the City of Crescent for large events, and events where alcohol will be served. Sheriff's Department deputies shall be allowed to enter the Community Room at any time to ensure the safety and welfare of the people within.
14. No animals, except Seeing Eye or other therapy dogs, will be allowed in the Community Room.
15. Any spill, wet or dry, will be cleaned up at the time of the spill.
16. All trash will be tied up and put in the appropriate receptacle. Excessive trash incurring additional pickup charges will be billed to the Renter and taken out of the rental deposit.
17. The Renter and all of its guests, invitees, employees, agents, etc., must abide by the rules set forth in the rental contract or the City of Crescent may refuse that Renter any future rental requests and may withhold any or all of the damage deposit.
18. The City Council may determine a yearly fee and deposit for Renters requesting numerous reservations throughout the year. Such determination will be made on a case by case basis and be set by resolution.
19. The Community Room may be occupied after 6:00 a.m. and shall be vacated by 1:00 a.m. If the Community Room is not rented out the next day, for an additional fee of \$100.00, the Renter may have until noon of the day after the event to clean the facility.
20. No Renter will receive a key unless special arrangements have been made with the City. City personnel will allow entry to Renters.
21. The Community Room Cleaning Check List will be reviewed by a City representative and a representative of the Renter prior to occupancy. The Renter and the City representative will sign the initial checklist and note any discrepancy in conditions. The City representative will examine the Community Room and review the Community Room Cleaning Check List after each event to determine whether the damage deposit should be refunded. In the event that Renter is allowed until noon of the day after the event to complete the cleaning, it must be finished no later than noon. If it is not, the Renter forfeits the rental deposit in full and the City will clean the facility.
22. No fog machines, smoke machines, theatrical smoke, fireworks or similar items or devices are allowed to be used in the Community Room.
23. If the fire alarm goes off, the building must be evacuated and 911 must be called for immediate Fire Department response. No one shall re-enter the building until Fire Department permission is given.
24. If the Renter or guests create a false fire alarm, the Renter will forfeit the entire damage deposit.
25. The Community Room will only be used for lawful activities and under federal, state and local laws. Any violation shall be strictly prohibited and will result in immediate termination of this Agreement.

26. Special terms for contract.

HOLD HARMLESS AGREEMENT

Renter hereby agrees to indemnify the City of Crescent, Iowa, and their officers and employees, and defend against all claims brought or actions filed, for any and all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability, losses, and damages of any nature whatsoever, including but not limited to property damage and personal injury, including death resulting at anytime therefrom, arising from any act or omission, either active or passive, of the Renter, invitee or guest of Renter or any person acting on his/her/its behalf arising from the activities sponsored by Renter at or on the Crescent Community Room, or resulting from the use of city-owned equipment located at the Crescent Community Room.

Renter hereby agrees to follow all the Rules and Regulations of the City of Crescent Community Room Rental Contract and does accept financial responsibility for all damages to the facility and its contents or missing items during their usage of the facility and all other obligations set out herein and provided by law.

(Signature of Renter)

Date

(City's Authorized Signature)

Date

parcel: 6-7-10