

JESUP CITY HALL COMMUNITY ROOM RENTAL AGREEMENT

The **City Hall Community Room** is a 3,000 square foot facility located at 791 6th Street, Jesup, Iowa. There are 20 – 8’ banquet tables and approximately 145 chairs. Room capacity is 153. The room is accessible by elevator or stairs. Four public restrooms are available. Kitchen facilities include the use of sink, microwave, refrigerator, roasters and serving utensils.

GENERAL PURPOSE STATEMENT

The City Hall Community Room is to serve the general public. The facility shall be generally available for use by local civic, charitable, non-profit organizations, public and private parties.

RESERVATION PROCEDURES

1. Reservations for the City Hall Community Room will be taken at City Hall, 791 6th Street, Monday – Friday 8:00 – 4:30 p.m. or by phone at 319-827-1522 on a first come, first-serve basis.
2. Reservations made by telephone will be tentatively scheduled and held for 72 hours. If a signed agreement form, rental fee and deposit are not received by the end of the 72 hours, the reservation will be canceled.
3. **A deposit and rental fee are due at the time of the reservation.**
4. You must be 21 years of age or older to rent the Community Room.
5. For activities involving minors, there must be a responsible adult over age 21 in charge of the event.
6. Organizations requesting use of the Community Room must be located in or operate on a regular basis within the City of Jesup.
7. Requests from individuals for the next calendar year will be accepted beginning October 1st.
8. Renter may request access to the Community Room before the day of the event (to set up) provided that the room has not been rented for that day.

REFUNDS/CANCELLATIONS

You may change your rental date to an available date at no charge. A full refund of rental fees will be given on cancellations made 14 days or more prior to the reservation date. A fifty percent (50%) service charge of the rental fee will be held for cancellations made less than 7 days in advance.

FEES

\$100.00 - full day

\$0.00 - Local civic/non-profit organizations.

There will be a \$30.00 fee on all returned checks.

DAMAGE/CLEANUP/LOCK UP DEPOSIT

A \$100.00 Damage Deposit will be required for all rentals payable at the time of the reservation. The deposit will be held and refunded upon satisfactory inspection of the **Clean-up Checklist** and return of the keycard and key. If the renter damages, vandalizes, or destroys any property in the Community Room 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 loses their privilege to rent the Community Room again. Failure to accomplish everything in the rental agreement and on the **Clean-up Checklist** will result in the loss of your Damage Deposit and additional costs, if applicable. **Each group is responsible for orderly conduct and must leave the Community Room facilities in the same order as they were before their use.**

Upon completion of the event, all items brought into the building by said renter shall be removed from the Community Room. The City is not responsible for any items left behind.

BUILDING RULES

1. Smoking is prohibited on City property.
2. No admission fee may be collected for any activity.
3. No pets are allowed. Service animals specifically trained to aid a person with a disability are welcome.
4. **Do not block open the elevator.**
5. The event must commence no later than 11:00 p.m. and the premises must be vacated by 12:00 midnight. When scheduling your event, please allow enough time for set-up and clean-up.
6. Set-up and arrangement of tables and chairs is the responsibility of the renter. Please do not drag tables and chairs across the floor.
7. Alcoholic beverages will be allowed when a Responsibility/Indemnification Agreement is signed by the user and proof of insurance is provided as required (declaration page of homeowners or renter's insurance policy) by said Agreement.
8. No screws, nails, tacks, pushpins, tape, staples, or Velcro strips are to be used on the walls, ceilings, or floors of the Community Room. Decorations may be placed on the tables but must leave no marks or residue when removed. Confetti, glitter, candles, and other open flame decorations are not allowed. The use of bubble, smoke or fog machines are not allowed in the building.
9. Preparation or cooking of food is not allowed in the Community Room. Catered or previously prepared food is allowed to be brought into the Community Room.
10. If you use towels or dishrags, please place them in the bucket underneath the sink.
11. An inventory will be taken of Community Room items after each event. Damaged or missing items may result in the forfeiture of deposit.
12. No equipment belonging to the City of Jesup, such as tables, chairs, or kitchen equipment will be removed from the building prior to, during, or after the event.
13. Any sale of an item or service by a renter or his/her designee, subject to Iowa Sales Tax, requires that the vendor(s) possess a legal & proper Iowa Sales Tax Permit. The Jesup Community Room assumes no responsibility for the collection or reporting of Iowa Sales Taxes resulting from renter's activities at the Jesup Community Room.
14. All City Hall lights have motion sensors that will turn off on their own. **Please do not use light switches.**
15. Heating and air conditioning are pre-set and programmed and should not be adjusted.
16. Parking is allowed on all City streets, Library parking lot, Farmer's Day lot next to The Farmer's Wife, and the employee parking lot behind City Hall.
17. The City Clerk shall have the right & authority to reject any and all applicants for the renting of the Community Room and shall refuse further renting by any group or organization which violates any of the above rules.

INVENTORY CHECKLIST

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| — Tables | — Cleaning Equipment |
| — Chairs | — Towels/Dishrags |
| — Roasters | — Coffee Pot |
| — Serving Spoons | — Water Pitchers |
| — Garbage Bags | |
| — Garbage Cans | |

RESPONSIBILITY/INDEMNIFICATION AGREEMENT

This indemnity agreement is made supplemental to and as a condition of the Jesup Community Room Agreement. The undersigned agrees as follows:

1. The undersigned assumes the risk of liability arising from or pertaining to the possession, operation or use of the Community Room.
2. The undersigned shall indemnify and protect, and hold harmless the City of Jesup, Iowa, its agents, servants, successors, employees, officers, and assigns from and against all losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including legal expenses, or whatsoever natures, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by the undersigned), operation and ownership of the City of Jesup Community Room.
3. The undersigned shall assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce, all such losses, damages, injuries, claims, demands, penalties, actions, costs, and expenses and shall at its own cost and expense defend any and all suits which may be brought against the City of Jesup, Iowa, either alone or in conjunction with others, upon any such liability, claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against the City of Jesup, Iowa in any such action or actions, provided, however, that the City of Jesup shall give the undersigned written notice of any such claim or demand after it has been made.
4. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the Community Room, whether by expiration of time, by operation of law, or otherwise.
5. It is expressly understood and agreed that the City of Jesup, Iowa, does not assume any liability for any acts or omissions of the undersigned, its agents, servants, employees, officers, directors, successors or assigns.

Date of Event: _____

Print Name: _____

Renter's Signature _____

Address: _____

Phone: _____