

Colfax Park and Recreation Auxiliary Board, Inc.

FACILITY USE AGREEMENT

It is our desire that all patrons who periodically use our Community Room (the “**Facility**”) are able to enjoy the Facility. This Facility Use Agreement (the “**Agreement**”) has been set in place to achieve that goal.

The person signing this Agreement and the organization on whose behalf such person is signing for the Facility rental (collectively the “**Renter**”) are responsible for compliance with this Agreement. Renter is required to read and sign this Agreement as part of the rental. Please read carefully, fill out the Facility, Renter, and Event Information sections, and sign the signature page at the end of this Agreement.

1. FACILITY INFORMATION

Name of Colfax Facility Quarry Springs Park Block Building Community Room

Address/Location of Facility 200 North Park Road, Colfax, Iowa 50054

2. RENTER INFORMATION

Contact Name _____

Telephone - Home _____ Telephone - Mobile _____

Organization (if any) _____

Contact's Address, City, State, Zip _____

3. EVENT INFORMATION

Description of Event _____

Date of Event _____ Estimated Attendance _____

Time Event begins (includes set up at) _____ Event ends at _____

Purpose: Open to public? Yes No

List any outside materials to be brought into the Facility.

4. CONDITIONS OF USE RESERVATIONS

- (a) Reservations should be made well in advance of the intended date of use because demand for the Facility is high and dates fill quickly.
- (b) The Facility is not considered rented until Renter delivers to the Colfax Park & Recreation Auxiliary Board, Inc. (the “Park Board”) Facility Manager the following:
 - (i) an executed copy of this Agreement;
 - (ii) the deposit;
 - (iii) the rental fee; and
 - (iv) anything else reasonably deemed necessary by the Park Board.
- (c) A person who is at least eighteen (18) years of age must sign this Agreement.
- (d) **[Renter shall provide the Park Board Facility Manager or his/her designee with a single contact person who is to serve as the representative for Renter.]**
- (e) Renter shall be responsible for securing any required permits and licenses.
- (f) The Facility shall be used for the purpose stated in this Agreement, and no other use shall be permitted.
- (g) Renter shall not use the full name of the Park Board or Quarry Springs Park to suggest endorsement or sponsorship of the event without prior written approval of the Park Board. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization, persons or individuals.
- (h) Renter shall permit any Park Board officers, employees, or agents to visit the event described in this Agreement.
- (i) Under no circumstances shall Renter assign, sublease or allow any other organization persons or individual to use the Facility for the period for which Renter has contracted.

5. FEES

Renter shall pay a damage and clean-up deposit and a rental fee. These fees must be paid when the room is scheduled to reserve the date and are as follows:

- (a) Weddings. \$300.00. Two checks (\$300.00 damage and clean-up deposit, and \$300.00 for building rent.)
- (b) Large groups. (Graduations, anniversary parties, family reunions) \$175.00. Two checks. (\$175.00 damage and clean-up deposit, and \$175.00 for building rent. Graduation events with more than one Graduate will have an additional \$50.00 charge per Graduate.)

- (c) Small groups. \$125.00. Two checks. (\$125.00 damage and clean-up deposit, and \$125.00 for building rent.)
- (d) All checks will be cashed within thirty (30) days of receipt. The deposit will be returned to the Renter within thirty (30) days after the event if the building passes inspection. Deposit **[and rental checks]** must be made payable to: Colfax Park & Recreation Auxiliary Board, Inc.
- (e) To reserve the day before an event (if available) for access to the Facility is \$50.00, and to reserve the Facility the morning after (if available) an event to clean-up before 11:00 a.m. is \$25.00.

Any individual holding a reservation wanting to cancel must provide two (2) weeks **[written]** notice, otherwise a portion or all the money may be retained by the Park Board.

In the event the Facility is left damaged or unclean, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Park Board as a result of same, and these fees shall be billed to the renter (if damage exceeds the damage deposit) and Renter agrees to pay said charge within fifteen (15) days of written notice.

6. INDEMNIFICATION AND INSURANCE

- (a) Renter shall indemnify, defend, and hold harmless the Park Board, its officers, employees and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Park Board, its officers, employees, or agents.
- (b) Renter should have general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions or damages, including liability for injuries to any person or persons or damage to property arising at any time during, and/or arising out of or in any way connected with, Renter's use of the Park Board's Facilities and adjoining property and submit a copy of the certificate of insurance.
- (c) Renter shall report any personal injuries or property damage arising at any time during, and/or arising out of or in any way connected with, Renter's use of the Facilities. Renter shall notify the Park Board Facility Manager of such injuries or damage immediately.
- (d) Renter waives any right of recovery against the Park Board, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the Park Board, its officers, employees, or agents.
- (e) Renter waives any right of recovery against the Park Board, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use of the Facility and adjoining property, even if the Park Board, its officers, employees, or agents seek recovery against Renter.

7. SECURITY

- (a) Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The Park Board is not responsible for providing this supervision. However, the Park Board or Facility Manager's designated person may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way, as determined by the Facility Manager or the Facility Manager's designated person. If alcohol is brought into the Facility, the Park Board will direct the Facility Manager to alert the City of Colfax Police Department. The event will cease immediately and ALL persons will be evicted from the Facility. There will be NO REFUND of the rental fee, but the deposit fee will be refunded dependent upon condition of the Facility.

8. SET UP/CLEAN UP/DECORATIONS

- (a) If Renter does not make arrangements pursuant to Section 5(e) of this Agreement, Renter, caterers, bands, and related personnel will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
- (b) Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter has made arrangements pursuant to Section 5(e) of this Agreement.
- (c) Renter shall not drive or attach hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
- (d) No food or items should be left at the Facility after the event.
- (e) Renter shall be responsible for all cleanup of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
- (f) Renter shall not store any equipment or materials at the Facility or adjoining property without the prior **[written]** approval of the Park Board Facility Manager.
- (g) Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or any cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Park Board as a result.

9. EQUIPMENT/ACCESSORIES

- (a) Renter shall not remove, relocate, or take Park Board property outside of the Facility for any reason.
- (b) Renter shall not use Park Board equipment, tools, or furnishings located in or about the Facility without the prior written approval of the Facility Manager.
- (c) Renter shall not drive motorized vehicles inside Facility buildings.
- (d) The Park Board does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at own cost, may bring these systems into the Facility for

their use. The Park Board does not supply Wi-Fi access.

10. MISCELLANEOUS

- (a) Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
- (b) Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility. Occupancy maximum is [_____].
- (c) Gambling of any kind is NOT permitted at the Facility without special permission for non-profit fundraising events.
- (d) Smoking is not permitted in the Facility.
- (e) If Renter violates any part of this agreement or reports false information to the Park Board, the Park Board may refuse Renter further use of the Facility, and Renter shall forfeit a portion or all of the rental fee and/or the damage and clean up deposit.
- (f) The Park Board may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
- (g) Any person aggrieved by the Park Board's decision with respect to this Agreement may appeal to the Facility Manager in writing no later than five (5) days the Park Board's decision has been communicated to the aggrieved party.
- (h) If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) Use or sale of drugs of any kind is not permitted at the Facility.
- (j) This Agreement will be governed by and construed in accordance with the laws of the State of Iowa.
- (k) Any dispute arising out of or in connection with this Agreement is to be adjudicated before a Federal District Court or Iowa district court located in Polk County, Iowa, and you consent, and agree to, hereby submit to the exclusive jurisdiction of the courts of the State of Iowa located in Polk County, Iowa, and of the Federal District Courts located in Polk County, Iowa, with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection you now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum.
- (l) This Agreement contains the entire agreement between you and us concerning the rental of the Facility, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding upon you or us, unless approved in writing by the parties.

Please read before signing:

I am an authorized agent of the organization/person submitting this Agreement. The information provided in this Agreement is true and correct. I have read and understand this Agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____

Print name: _____

Print Name of Organization (if any) _____

Address _____

Telephone: Home _____ Cell _____

COLFAX PARK & RECREATION AUXILIARY BOARD, INC.

By: _____

Name: _____

Title: _____

Information below for Park Board use only

Damage and Clean-up Deposit Amt. _____ Paid Date _____ Returned Date _____

Rental Fee Amt. _____ Paid Date _____ Any canceled or returned check information on back.