

Shueyville Community Center

2863 120th St NE
Swisher, IA 52338
Phone: 319-848-7626
Fax: 319-848-3293

Rules & Regulations

1. RENTAL RESERVATIONS: The Community Center will be rented on a **first-come, first-served basis**. The **rental fee and deposit is required to reserve the Community Center**. The City will hold your reservation for a maximum of five (5) days in order to receive your rental fee and deposit. If your rental fee and deposit are not received within the five (5) days, the City will no longer hold your reservation and Community Center. Damage deposit will be returned, after satisfactory inspection of the Community Center, following the scheduled event.

2. RENTAL CONTRACT; INDEMNIFICATION:

Anyone renting the Community Center must be **at least 21 years of age**. Any Renter signing the rental contract will be responsible for any damage to the facility and its contents or missing items during their use of the Community Center. **Renter further agrees to indemnify, hold harmless and defend the City, its agents, and employees from any and all claims, damages, personal injuries, including death, losses, and expenses of any kind. Including reasonable attorney fees and cost, arising from, during or in conjunction with the Renter's or any of the Renter's invitees use of the Community Center.**

The building must be clean after the event is completed and any cost, associated with damages or janitorial costs and expenses, 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. **Initial** _____

All amplified music and sound must be contained within the building and must end by 11:00 PM on Fridays and Saturdays and 10:00 PM on Sundays thru Thursdays.

3. COMMUNITY CENTER HOURS:

Sunday – Thursday: 8:00 AM – 10:00 PM
Friday & Saturday: 8:00 AM – 11:00 PM

4. FEES:

Community Center Gym and Kitchen: \$300/ Full Day.....\$150/ Half Day

Gym rentals for sporting or athletic events available upon request

(Includes tables and chairs for up to 125 people)

Security Deposit \$250: An inspection of the Community Center will be conducted following the event to assess any damages or failure to comply with cleaning standards, non-smoking, or alcohol policies. If the facility is found to be in acceptable condition and all policies followed, a check for the full security deposit amount will be mailed to the Renter within seven (7) days. Any costs required to cover damages or cleaning will be deducted from the Security Deposit. Any additional damages exceeding \$250 will be billed to the Renter. The Renter agrees to make payment for those additional damages exceeding the Security Deposit to the City within seven (7) days after the City notifies the Renter of the additional damage cost. A detailed explanation for damage costs will be provided to the Renter.

Half day hours are: 8:00 am – 3:00 pm or
3:00 pm – 10:00 pm (11 pm on Friday & Saturday)

Meeting Room only: \$10/hour

Rental of Kitchen with Meeting Room: Additional \$25 – 1 to 4 hours; \$50 – 4 + hours

Includes table and chairs up to 35 people

Security Deposit \$100

Offsite table and chair rental: \$7/table.....\$0.40/chair

Fees may be paid by cash or **check payable to the City of Shueyville**. A \$35.00 charge will be assessed on any NSF checks. **Weekly rentals fees are due on the first of each month**. Late fee of \$25 will be assessed on payment after the 5th of each month.

Shueyville residents will receive a 25% discount on all facility rental fees

Fees will be **refunded up to five (5) days prior to the event**.

A \$50 cancellation fee will be charged if less than 24- hour notice.

5. CAPACITY OF FACILITY:

Gymnasium capacity is 125 persons.

Meeting room capacity is 35 persons.

6. LOSS OF PERSONAL PROPERTY/INJURY ON PROPERTY:

The City will not be responsible for lost or stolen items by persons or groups utilizing the facilities and/or the property. The City is also not responsible for any injuries due to improper use of any Community Center equipment. Children under nine (9) years old MAY NOT be present within the Community Center without direct supervision from a parent, legal guardian or caregiver (21 years & older). Parents, legal guardians and caregivers are responsible for monitoring the activities and behavior of their children while at the Community Center.

7. NO SMOKING:

SMOKING OR VAPING IS STRICKLY PROHIBITED ANYWHERE IN THE COMMUNITY CENTER. The Community Center is a government property, and as such, is a non-smoking property. There is absolutely NO SMOKING OR VAPING anywhere inside the building or on the outside property. This is non-negotiable and the responsibility of enforcing the policy falls to the Renter upon signing this contract. If it is discovered that people were smoking or vaping anywhere on the property, inside or out, and were a part of your event, the entirety of the Security Deposit will be forfeited to the City.

Initial _____

8. ALCOHOLIC BEVERAGES:

No alcoholic beverages will be allowed, except when a Hold Harmless/Indemnification Agreement is signed by the Renter and **proof of insurance** is provided as required by the Agreement. Beer and wine are the only alcoholic beverages allowed. Furnishing, possession and consumption of all alcoholic beverages shall be restricted and confined to the Community Center main area and gymnasium, and shall not extend to the bathrooms, entrance lobby, kitchen, halls, office, council chamber, or stairwells. This is non-negotiable and the responsibility of enforcing the policy falls to the Renter upon signing this contract. If it is discovered that people attending the event of the Renter were consuming alcoholic beverages anywhere on the property, inside or out, without prior consent and informing the City of such activities, the entire Security Deposit will be forfeited to the City.

Initial _____

9. ANIMALS:

No animals, except Service or therapy animals, will be allowed in the Community Center, without prior consent from the City.

10. CONDUCT:

- A. Shoes, shirts and pants must be worn in the Community Center at all times.
- B. Dunking or hanging from the basketball hoops is prohibited.
- C. Fighting, either inside the Center or on the Property, is strictly prohibited.

- D. Alcoholic beverages (unless noted in #8), illegal drugs or firearms are strictly prohibited. The Johnson County Sheriffs office will be notified if any persons are deemed to be under the influence of alcohol or illegal drugs.
- E. No fog machines, smoke machines, fireworks or similar items or devices are allowed to be used at the Community Center.
- F. The Community Center reserves the right to require police supervision to be paid for by the organization or Renter using the facilities. The need for such supervision shall be determined by the City at the time of rental.
- G. Bicycling, skateboarding, rollerblading, baseball, softball and bounce houses are not allowed in the Community Center or on the premises.

11. DECORATIONS:

- A. **The use of cellophane, tape, adhesives, nails, screws, staples and tacks in the walls, in woodwork or on windows, is prohibited.**
- B. Decorations must be fireproofed or of fire-retardant materials.
- C. Decorations that include candles must be enclosed to prevent possible fire to facility.
- D. At no times shall decorations cover or obstruct any exits or exit signage.

12. KITCHEN USE:

The kitchen of the Community Center is designed to be used by caterers and community groups or parties, serving refreshments and meals. The use of the kitchen shall require approval at time of rental. Access to the kitchen will be from the East Rear Entrance. All leftover food must be removed from the premises after the close of the event. Utensils and serving supplies must be thoroughly cleaned and put away in proper places. Counters and tables must be washed, all appliances cleaned and all trash removed. Failure to follow these requirements may result in the loss of the Security Deposit.

13. CERTIFICATE OF INSURANCE:

All groups will be requested to, when applicable, provide a Certificate of Insurance prior to the use of the Center. Applicability will be determined by the size of the group, scope of the event, time involved and element of risk determined by the City at the time of rental.

14. COMMUNITY CENTER EQUIPMENT:

Tables and chairs may not leave the Community Center. All Community Center equipment must be properly used and maintained during the scheduled event. No other Community Center equipment will be loaned out. An inventory will be taken before and after the event, and the responsible individual will be charged for any missing items.

*Off-site table and chair rentals available upon request.

15. CLEAN UP AFTER RENTAL:

Activities must be over and the facility cleaned, vacated and locked within the time period reserved. It shall be the responsibility of the Renter to clean the facility as follows:

- A. Wipe, clean & dry all tables, chairs, counters and appliances so they are clean.
- B. Trash can liners will be provided, but trash must be hauled away following end of event.
- C. Clean all floors.
- D. All food and beverages must be removed.
- E. All decorations must be removed
- F. All lights are to be turned off.
- G. All doors and windows should be closed and properly locked.
- H. All tables and chairs need to be put away.

When you are finished, the building should look clean for the next group that has it reserved. Failure to follow these requirements may result in the loss of the Security Deposit.

The Shueyville City Council reserves the right to waive fees, depending on use of facility.

Shueyville Community Center Rental Contract

This Rental Contract is made and entered into by and between the City of Shueyville, Iowa, referred to as the "City" and _____ referred to as "Renter".

FACILITY RENTED (Circle all that apply):

- A. Gymnasium
- B. Gymnasium, Kitchen, Table & Chairs
- C. Meeting Room
- D. Meeting Room, Kitchen, Table & Chairs
- E. Off-site Table & Chair rental only

RENTAL PERIOD: The above facilities shall be rented to Renter by City on _____, for the time period from _____ to _____, on said date.

RENTAL FEE: Renter hereby agrees to pay the City the established rental fee and deposit at the time of application.

RENTAL: \$ _____ DEPOSIT: \$ _____

PURPOSE FOR RENTAL:

1. The premises will be rented for the following reason:

2. Approximate size of group? _____

3. Will alcoholic beverages be served on premises? Yes No
(If Yes, Renter must sign Hold Harmless/Indemnification Agreement)

4. Will music be played or a band perform? Yes No

5. Number of Tables and Chairs expected to be needed? _____

RULES & REGULATIONS:

The Renter agrees to abide by all the Rules and Regulations as described in the Rules and Regulations document and accepts the terms and conditions contained therein, including all fees. Renter acknowledges receipt of a copy of the Rules & Regulations.

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CITY, STATE, ZIP: _____

DATE OF BIRTH: _____

SIGNATURE: _____

DATE: _____

HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The Hold Harmless/Indemnification Agreement made this _____ day of _____, 20____, between

NAME: _____ DATE OF BIRTH: _____

ADDRESS: _____ PHONE NUMBER: _____

CITY, STATE, ZIP: _____

referred to as "Renter" and the City of Shueyville, Iowa, hereinafter referred to as the "City".

In consideration for the use of the Shueyville Community Center as permitted by the City the undersigned, agrees 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 Community Center unless, and until, the Renter has provided the City with proof of liability insurance in the amount of at least \$2,000,000. The proof of liability insurance shall also name the City of Shueyville an additional insured under the policy.
2. Renter agrees to indemnify, hold harmless and defend the City, its agents, and employees from any and all claims, damages, personal injuries, including death, losses, and expenses of any kind. Including reasonable attorney fees and cost, arising from, during or in conjunction with the Renter's or any of the Renter's invitees use of the Community Center.
3. Renter further agrees to reimburse the City for the cost for any and all damages to City property during the Renter's or the Renter's invitees use of the property, normal wear and tear expected.
4. 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.
5. Should it become necessary for the City or someone on its 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 attorney fees hereby expended or for which liability is incurred.
6. The City reserves, and the Renter recognizes and accepts, the absolute right to terminate usage of any City facility including, but not limited to the Shueyville Community Center at any time if any violation of this Agreement or City rules and/or procedures for such use are violated.
7. In compliance with Iowa Code 123.95, the Renter agrees they will not serve alcoholic beverages, other than beer and wine, in the Community Center, without first receiving a State of Iowa Liquor Permit. The Renter further understands that the City of Shueyville will not permit the serving of any alcoholic beverage, other than beer and wine, until and unless the City receives notification from the State of Iowa that a Liquor License has been approved.
8. The undersigned, signing on behalf of _____ (organization), is empowered by said entity and by the authority of its Boards of Directors, if applicable, to bind said Renter to the terms and conditions of this Agreement.

Signature of Renter: _____

Date: _____

Signature of City Representative: _____

Date: _____