

EARLHAM COMMUNITY CENTER RENTAL AGREEMENT

Office Use Only	
Date Paid: _____	Amount: _____
Receipt #: _____	
Proof of Insurance Provided: _____	
Photo ID Copied: _____	by: _____
Deposit Returned / Processed: _____	

This rental agreement, hereinafter referred to as "Agreement" is entered into by the City of Earlham, hereinafter referred to as "City" and _____, hereinafter referred to as "Renter".
Individual or Business Executing Agreement

The purpose of this rental is for _____ hereinafter referred to as "Function".
Ex: Reunion; Luncheon; Wedding; Seminar

RENTER & FUNCTION INFORMATION:

Name of Contact Person: _____

Address: _____
Street City State County (required)

Phone: Home: _____ Cell: _____

Please Indicate Category:
_____ Commercial _____ Non-Commercial _____ Children's _____ Civic Organization

PROVISIONS & TERMS:

Date(s) Rented: _____

Please indicate rooms rented & hours rented (see attached Fee Schedule and Facility Description):

_____ GREAT ROOM	_____ N ½ GREAT ROOM	_____ MEETING ROOM
_____ 10 am – 2 am	_____ S ½ GREAT ROOM	4 hour minimum with additional
_____ 10 am – 2 pm (M-Th only)	_____ 10 am – 2 am	hour increments available:
	_____ 10am – 2 pm (M-Th only)	From _____ To _____

Alcohol Served? _____ Yes _____ No Alcohol Sold? _____ Yes _____ No

I. Legal Authority

This Agreement is entered into by the City and the Renter and this Agreement is subject to the Fee Schedule and Rules and Regulations (attached herein) for the Earlham Community Center located at 150 E 1st Street, Earlham, Iowa 50072. Notices and correspondence to the Earlham Community Center should be sent to City of Earlham, PO Box 518, Earlham, Iowa 50072, (515) 758-2281.

II. Purpose

The purpose of this Agreement is to delineate the responsibilities of the City and the Renter as it pertains to the Function being held at the Earlham Community Center.

III. Distribution of Responsibility

A. The City agrees to:

1. Schedule the rental of the different rooms at the Earlham Community Center.
2. Ensure that proper maintenance is done and that the building is in condition to be rented.

B. The Renter agrees to:

1. Pay full rental fee at the time of RESERVATION.
2. Provide proof of insurance not less than 30 days prior to the function. Examples of acceptable proof of insurance: Homeowners' Certificate or Commercial Business Liability Certificate.
3. Pay deposit of \$400.00 when the key is picked up during regular business hours of City Hall.
4. Provide a current government issued photo I.D. at the time of key picked up.

Initial: _____

5. Follow the Rules and Regulations attached as a part of the Agreement.
6. Provide adult supervision for all Functions held for groups under the age of twenty-one (21).
7. Specifically enforce the rules as they pertain to serving alcohol: ALCOHOLIC BEVERAGES WILL NOT BE MADE AVAILABLE TO ANY PERSON UNDER THE AGE OF 21 UNDER ANY CIRCUMSTANCES WHILE ON THE PREMISES OF THE EARLHAM COMMUNITY CENTER. This includes the building and outdoor property such as walks, parking lot, and yard areas.
8. Return the key to City Hall (either in person or in the drop box) not later than 3:00 pm of the NEXT BUSINESS DAY after the date of rental. City Hall hours are 7:00 am to 3:30 pm Monday through Friday; closed from 12:30 pm to 1:00 pm. Check with City Hall for holiday closings. Failure to return the key will result in \$100.00 being withheld from the deposit.
9. Automatic forfeiture of \$100.00 if there is evidence of rule violations; and forfeiture of a portion up to and including the entire deposit for property damage, cleaning expenses or costs associated with returning the facility to a rentable condition (see Rules and Regulations attached). Any damages in excess of the damage deposit shall be the responsibility of the renter.

C. The City and the Renter mutually agree that:

1. They will work cooperatively to ensure that the Earlham Community Center benefits the greatest number of people possible.
2. Any deposit refund will be processed once an inspection is completed and refund is approved. It should not be an expectation that the deposit check will not be deposited nor that the check will be returned when the key is turned in after the Function. Once approved, the deposit refund will be made available within 10 business days.
3. Cancellation of advanced reservations may be made with a full refund not less than thirty (30) days prior to the reserved date(s).
4. City rights in Program Delivery

The Functions (uses of) conducted under this Agreement will be in compliance with nondiscrimination provisions contained in Titles IV and VII of the Civil Rights Act of 1964, as amended; the City Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

IV. Effective Date and Termination of Agreement

This agreement will be effective upon signature, initial, and date by all parties and will remain in effect until the inspection of the facility is completed and approved.

V. Termination

The City reserves the right to reject any application for rental of the Earlham Community Center. The City will have the right to immediately terminate any Agreement entered into upon notification that the terms of the Agreement and/or rules and regulations of the Earlham Community Center have been or will be violated by the Tenant.

By signing below, both parties acknowledge and agree to all terms and provisions of this Agreement

Renter

Date

City of Earlham

Date

Receipt of Rules and Regulations and Noise Ordinance acknowledged: _____

I acknowledge that I have obtained keys for the Earlham Community Center for the above referenced event:

Renter

Date

Initial: _____

REVISED 7/01/19

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**EARLHAM COMMUNITY CENTER
RATE SCHEDULE & FACILITY DESCRIPTION**

In order to reserve and hold an area (room) of the Earlham Community Center for a certain date and time, the full rental for that period must be paid in advance to City Hall. Rental fee is applied to each day an area is reserved. The facility is not considered reserved without payment and execution of the Rental Agreement and may be rented to other person(s).

Cancellation of reservation may be made with a full refund provided it is cancelled with at least and not less than 30 days written notice. Fees will be forfeited if reservations are cancelled with less than 30 days written notice.

Refundable \$400.00 damage deposit is due for all functions at the time of key pick-up. See Rental Agreement for the handling of damage deposits and fees associated with rental.

GREAT ROOM rental time is from 10:00 am to 2:00 am the following day. Events must end by 2:00 am and facility must be cleaned and vacated (including ALL personal items) by 5:00 am, when the custodian arrives. The City and custodian shall not be responsible for any personal items left at the Earlham Community Center.

Rate Schedule:

	Non-Commercial*	Commercial
GREAT ROOM	\$325.00	\$375.00
½ GREAT ROOM	\$200.00	\$250.00
MEETING ROOM (4 hours)	\$ 25.00	\$ 50.00
Additional hours available @ \$5.00/hour		

*Civic Organizations, including churches, may not reserve the great room in advance more than once per quarter.

Pricing Exceptions for:

GREAT ROOM		
Children's Events (14 & Under)	\$ 25.00	4 Hours
½ GREAT ROOM		
Luncheons Monday – Thursday; 10 am – 2 pm	\$ 50.00	
MEETING ROOM		
Civic Organizations such as Boy Scouts, Girl Scouts, 4H, etc.	NO CHARGE	
First Come, First Serve, however, you must register your meeting with City Hall.		

Surcharge for All Functions serving Alcohol \$ 50.00

For any function selling alcohol proof of Dram Shop Insurance is required along with the surcharge and both are required at the time the key is picked up.

For Emergencies:

- FIRE/RESCUE 911
- SHERIFF (515) 462-3575

EARLHAM COMMUNITY CENTER
Physical Address: 150 East First Street, Earlham, Iowa
Phone Number: (515) 758-2590

**EARLHAM COMMUNITY CENTER
RULES AND REGULATIONS**

The following rules have been adopted by the Community Center Board to facilitate the use and operation of the Earlham Community Center, ensuring the greatest number of people may enjoy and benefit from its use.

Conduct: Persons using the Earlham Community Center shall conduct themselves in such manner as to avoid annoying others or damaging the building, its fixtures, or its equipment. Serving food or beverage from the hallway is prohibited. Please respect the 'No Smoking' signs.

Damage: These facilities are for the benefit of everyone. Any damages to the building or equipment shall be repaired or replaced at the expense of the Renter reserving the Earlham Community Center during the time period which the damage occurred. No equipment is to be removed from the building, including tables and chairs.

Alcoholic Beverages: There is a \$50.00 non-refundable surcharge on all Functions where alcohol is served and/or sold. Payment of the surcharge is due at the time of reservation along with the full rental fee and subject to the following:

1. All alcohol consumption must occur within the building.
2. Private Parties: No license required.
3. Cash Bars:
 - a. License required and must be displayed on the premises during the Function.
 - b. Proof of Dram Shop Insurance required at the time reservation is made.
 - c. Alcoholic beverages will not be made available to any person under the age of 21 under any circumstances while on the premises of the Earlham Community Center. Premise includes building interior, exterior, parking lots, grounds and entrances into.

PLEASE NOTE THAT THE ABOVE REQUIREMENTS ARE IN ACCORDANCE WITH THE
IOWA STATE LIQUOR LAWS.

Housekeeping: The kitchen and restrooms must be cleaned by each Renter in preparation for the next Renter or Function. The floors are to be swept and/or mopped if necessary. The entryway and hall carpet are to be vacuumed. The small meeting room carpet is to be vacuumed when used. All dishes, appliances, countertops, tables and chairs must be cleaned and put in their proper places. Tables and chairs will be on racks in the storeroom. Please return them to their rightful place as indicated by pictures in the storage room. All interior doors in the building will be closed for heating and air conditioning efficiency when leaving the building.

Kitchen Use: When more than one Function has space reserved in the building on the same day, the kitchen must be shared. Each group is responsible for cleaning their own section. As there are two (2) of each appliance, each group is allowed the use of one (1) appliance. The Congregate Meal Site has rented the kitchen and meeting room weekdays from 10:00 am to 2:30 pm. If renting the Great Room during these times, it will be necessary to share the kitchen. Anyone in the kitchen during the Congregate Meal Site food preparation will be required to wear a hairnet which will be provided.

Thermostats: Should be set at 72 degrees when the facility is in use. Please return the thermostat to 65 degrees during heating season or 80 degrees during cooling season when leaving the building.

Reservations: Reservations will be accepted up to one (1) year in advance of the event. Rental fees must be paid and signed agreement received at the time the reservation is made in order to guarantee the date(s). Should the fee and signed agreement not be provided within seven (7) days of the original request, the date(s) requested will be placed as open on the schedule.

Cancellation of reservation may be made with a full refund provided it is cancelled with at least and not less than 30 days written notice. Fees will be forfeited if reservations are cancelled with less than 30 days written notice.

Other Procedures: Local civic organizations may use the small meeting room for non-fundraising events at no charge. However, all the same rules and regulations apply for care and maintenance of the facility as apply to paying Renters. These groups must have prior approval of the reservation clerk at City Hall by the normal reservation procedure as to avoid any scheduling conflicts with paying Renters.

Advance reservations for the great room made by local civic organizations, including churches, however, are limited to once per calendar quarter. Additional reservations may be made by these groups in the same calendar quarter not more than 14 days prior to the date requested, counting that day.

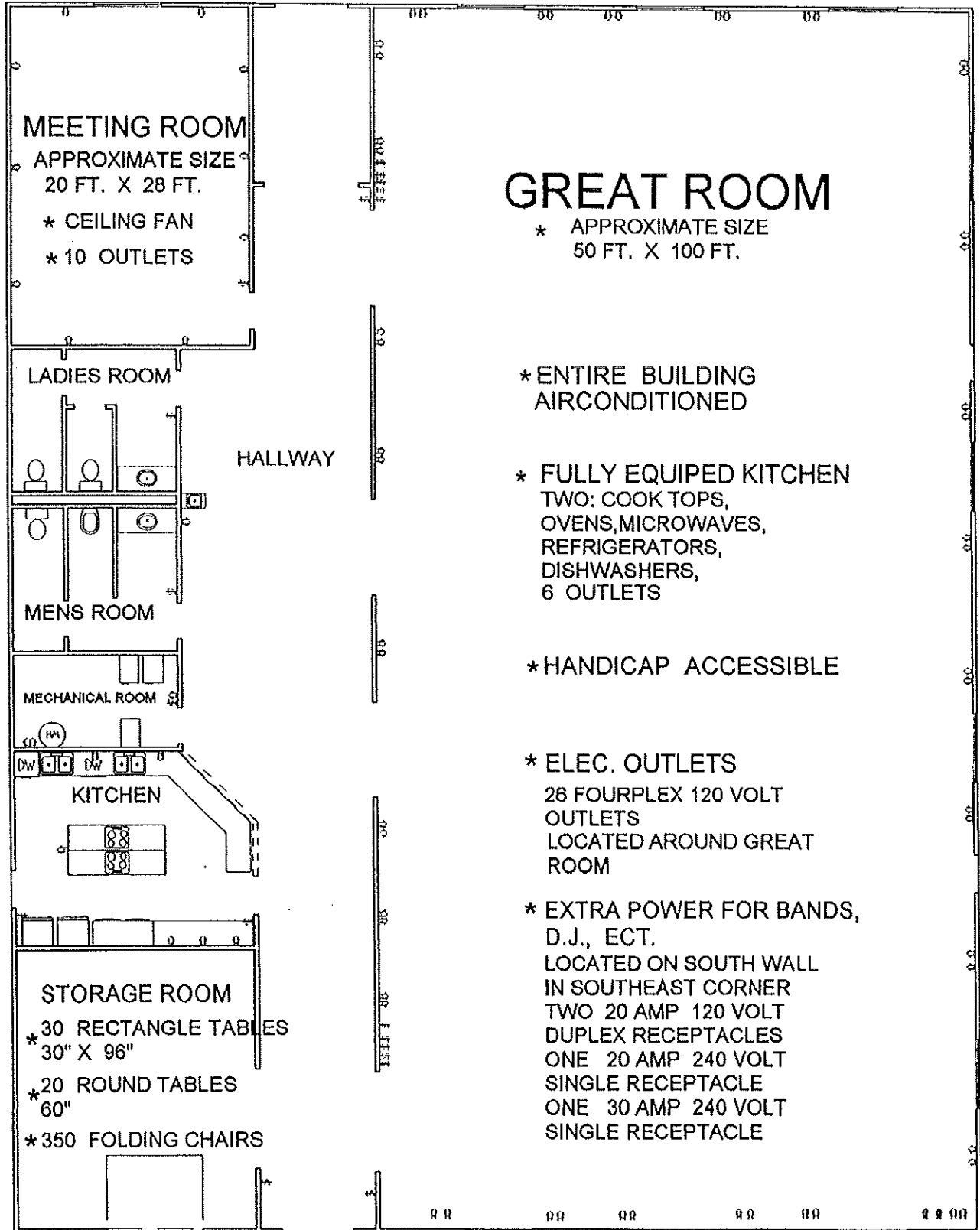
Tenants' Responsibilities: Tenants shall be responsible for the enforcement of these rules and regulations in addition to the return of the key to the reservation clerk at City Hall.

Failure to comply with these rules may be cause for any individual or group to become ineligible for future use of the facility. In this case, future reservations could only be made with the approval of the Board of Directors.

EARLHAM COMMUNITY CENTER

150 EAST MAIN
EARLHAM, IA. 50072

A NORTH

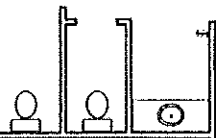


MEETING ROOM

APPROXIMATE SIZE
20 FT. X 28 FT.

- * CEILING FAN
- * 10 OUTLETS

LADIES ROOM



HALLWAY

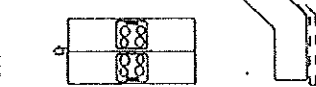


MENS ROOM

MECHANICAL ROOM



KITCHEN



STORAGE ROOM

- * 30 RECTANGLE TABLES
30" X 96"
- * 20 ROUND TABLES
60"
- * 350 FOLDING CHAIRS

GREAT ROOM

* APPROXIMATE SIZE
50 FT. X 100 FT.

- * ENTIRE BUILDING AIRCONDITIONED
- * FULLY EQUIPED KITCHEN
TWO: COOK TOPS,
OVENS, MICROWAVES,
REFRIGERATORS,
DISHWASHERS,
6 OUTLETS
- * HANDICAP ACCESSIBLE
- * ELEC. OUTLETS
26 FOURPLEX 120 VOLT
OUTLETS
LOCATED AROUND GREAT
ROOM
- * EXTRA POWER FOR BANDS,
D.J., ECT.
LOCATED ON SOUTH WALL
IN SOUTHEAST CORNER
TWO 20 AMP 120 VOLT
DUPLEX RECEPTACLES
ONE 20 AMP 240 VOLT
SINGLE RECEPTACLE
ONE 30 AMP 240 VOLT
SINGLE RECEPTACLE

CHECKLIST FOR EARLHAM COMMUNITY CENTER

Trash picked up, trash cans emptied, new liners placed, and used trash bags placed in the dumpster near the tree on the west side of the building:

Kitchen
Bathrooms
Great Room
Meeting Room

- Thermostat set on _____ (65 in cool months, 80 in warm months)
- Tables & chairs wiped off and returned to storage area
- Floors swept, vacuumed, and/or mopped
- Remove all decorations, including tape, etc
- Kitchen cleaned
- Bathrooms cleaned
- Lights, fans, and appliances turned off
- Doors locked (front, back, and kitchen)

Key and checklist may be returned to City Hall in person or placed in the drop-box at 140 S Chestnut Ave.

We appreciate any comments:

Signed: _____

Date: _____

CHAPTER 40 PUBLIC PEACE

40.06 NOISE PROHIBITIONS.

1. As used in this section, the following definitions shall apply:
 - A. "Plainly audible" means any sound that can be heard clearly by a person's unimpaired and unaided auditory senses; however, words or phrases need not be discernible and said sound shall include bass reverberation.
 - B. "Sound amplification system" means any radio, radio receiving set, televisions, phonograph, stereo, tape player, cassette player, compact disc player, "boom box," loudspeaker, juke box, musical instrument, sound amplifier, or any other device that produces, reproduces, or amplifies sound. Sound amplification system shall not include a motor vehicle horn, backup warning device, theft alarm, or any other sound authorized or required by this Code of Ordinances or the *Code of Iowa*.
2. No person operating, occupying, or who has parked a motor vehicle on any street, highway, alley, parking lot, or driveway, on either public or private property, shall operate or permit the operation of any sound amplification system from within or on such motor vehicle so that the sound is plainly audible at a distance of 50 or more feet from the vehicle or, if the motor vehicle is on private property, beyond the property line.
3. No person owning, renting, leasing, occupying, using, or having charge of any dwelling, tavern, building, structure, or other premises, or any part thereof, shall operate or permit the operation of any sound amplification system so that the sound is plainly audible 50 feet beyond the property line.
4. No person shall operate or permit operation of a self-contained, portable, hand-held sound amplification system, on public or private property, in such a manner so that the sound is plainly audible at a distance of 50 or more feet from the system or, if the system is on private property, beyond the property line.
5. The provisions of this section do not apply to emergency, public safety, City, or utility motor vehicles; for sound emitted unavoidably during job-related operation; for sound emitted from church bells and chimes, public sporting events, or authorized school activities; for an activity for which a permit has been granted by the City; or for an activity allowed by this Code of Ordinances or the *Code of Iowa*.