

POLK CITY MILLER PARK SHELTER HOUSE RENTAL APPLICATION AND AGREEMENT

The undersigned applicant hereby requests to rent the Miller Park Shelter House, 401 Booth Street, Polk City, Iowa.

This application, if approved by the City, shall become a binding agreement for applicant's use of the Miller Park Shelter House, and applicant shall be bound by all of the terms and conditions for use, as set forth hereinafter. The City reserves the right, in the exercise of its sole discretion, to deny any application for use of the Miller Park Shelter House.

Full rental fee, and \$100.00 damage deposit (\$200.00 if beer and/or wine will be on premise), are due at the time of reservation. If this application is approved, the deposit will be returned to the applicant after room usage so long as no damage has occurred, and ***all*** other provisions of the agreement have been complied with.

When completed, return application, rental fee, and deposit to City Hall. Please visit <https://www.amilia.com/store/en/polk-city/shop/calendars> to view availability. **Date requested is not guaranteed until application, rental fee, and deposit have been received and date approved.**

APPLICANT NAME _____

ADDRESS _____

PHONE _____ EMAIL _____

If applicant is not an individual

NAME OF CONTACT PERSON _____ TITLE _____

ADDRESS _____

PHONE _____ EMAIL _____

DATE REQUESTED _____ TIME REQUESTED _____

TYPE OF EVENT _____

EXPECTED # OF GUESTS _____ WILL BEER OR WINE BE ON-SITE? _____

ADMISSION CHARGED? _____ ANY GUESTS UNDER AGE 21? _____

EVENT OPEN TO THE PUBLIC? _____ FOR PROFIT ENTERPRISE? _____

(Signature requested on the back of this page)

The City of Polk City reserves the right in the exercise of its sole discretion to deny any application for usage of the Miller Park Shelter House. In addition, City Council will review all rental applications for profit enterprises with repetitive use basis. The City reserves the right to terminate immediately any usage of the Miller Park Shelter House in the event of a violation by the user of any of the terms and conditions hereinbefore set forth or in the event of a violation by the user of any local or state law. In the event of any such termination, the user shall forfeit any damage deposit paid and no refund of any rental fee will be made.

I, the undersigned applicant, hereby state, certify, and agree that the information supplied herewith is true and correct; that I have read and understand all of the Terms and Conditions hereinbefore set forth; that I agree to be bound by and abide by such Terms and Conditions; that I understand and agree that I am solely responsible for all damage to person or property which may occur as a result of my use of the Miller Park Shelter House in accord with this Application and agreement, including any damage caused by or to any attendees at the event for which I am leasing the Miller Park Shelter House. I further agree to, and do hereby, hold the City of Polk City, its employees, officers and agents harmless, and agree to indemnify them, for any loss or damage to person or property arising from my use of the Miller Park Shelter House or from the conduct of any attendees at the event for which I am leasing the Miller Park Shelter House, including, without limitation, the cost of reasonable attorney fees. If I am a representative of an organization named as Applicant, I certify, state, and warrant that I have authority to sign this Agreement on behalf of such organization and to bind such organization to the terms hereof. I understand and agree, that in the event this application is approved by the City of Polk City, this Application shall become a binding agreement for my use of the Miller Park Shelter House and I shall be bound by all of the terms and conditions stated hereinabove, including, but not limited to, those stated in this paragraph.

APPLICANT NAME _____

APPLICANT SIGNATURE _____

DATE _____

FOR CITY USE ONLY:

APPLICANT IS - APPROVED; DENIED.

STAFF APPROVAL _____

CHIEF OF POLICE (DESIGNEE) _____

DEPOSIT AMOUNT _____ **DEPOSIT RETURNED** _____

RENTAL FEE PAID _____

ADDITIONAL FEES OWED _____

KEY NUMBER _____

KEY RETURNED _____

TERMS AND CONDITIONS

PLEASE READ CAREFULLY! FAILURE TO ABIDE BY ANY OF THE FOLLOWING MAY RESULT IN ADDITIONAL FEES AND/OR IMMEDIATE TERMINATION OF THE RIGHT TO USE THE MILLER PARK SHELTER HOUSE.

**** To reduce the transmission of COVID-19, the City of Polk City will reflect and comply with CDC guidelines regarding face coverings. ****

1. Use of the Miller Park Shelter House is subject to the following priorities:
 - A. City departments shall have precedence over any other user
 - B. Polk City residents shall have precedence over non-residents
 - C. Non-Profit organizations shall have precedence over For-Profit organizations
 - D. Except for priorities above, Miller Park Shelter House shall be on a first come-first serve basis
2. The Rental Application must be accompanied by full rental fee and \$100.00 damage deposit (*\$200.00 if beer and/or wine will be on premise*) required by Res. #98-38, payable by check, post-dated to the rental date. The damage deposit will be held until a complete inspection is made following use. **Charges for excessive cleanup, damage and/or replacement of items will be deducted from the deposit.** If such charges are more than the deposit, a bill for the balance will be issued and be paid by the user.
3. The Miller Park Shelter House will not be rented to any person who is under the age of 21 years.
4. All setup and cleanup are to be completed during the specified rental time. Tables and chairs must be stacked, floors swept, and refuse placed in receptacles provided. All items left will be disposed of.
5. In the event the user causes damage to the Miller Park Shelter House, or leaves the Miller Park Shelter House in a condition requiring abnormal maintenance, which in turn causes a delay or cancellation to a subsequent user, the user causing such damage or the need for abnormal maintenance, shall be solely responsible for any refund or fees to the inconvenienced user as well as any consequential damages.
6. Alcoholic Beverages. Only beer and wine (NO LIQUOR) may be on premise at any function in the Community Room. Beer and wine shall not be sold. Per police review of application, an off-duty Polk City police officer **may** be required to be present (3hr minimum) at event if alcohol is present.
7. Use of tape, tacks, or nails to attach decorations to walls or ceilings is prohibited. The use of poster gum or 3M strips for that purpose is permitted.
8. A container with cleaning supplies will be provided under the sink for your use. Please leave used towels for city staff to clean.
9. In the unforeseen event that the building is not ready for use by an approved applicant, the applicant will be contacted as soon as possible and notified accordingly. The City shall not be liable for any damages (beyond the return of deposit/fees paid) to any prospective user on account of the unavailability of the Miller Park Shelter House.
10. It is the responsibility of the party making the reservation to pick up the entrance key on the date of the reservation between 8AM and 4PM. Those making reservations for Saturday or Sunday must pick up the key on the preceding Friday by 4PM. The entrance key shall be returned promptly to City Hall following use of the Miller Park Shelter House.
11. The party using the Miller Park Shelter House shall, following completion of use, lock all doors, secure all windows, and turn off all lights. If the kitchen has been used, all stove burners and ovens shall be turned off, and any other posted instructions shall be followed. Any written instructions posted in the Miller Park Shelter House shall be strictly adhered to.
12. NO SMOKING is permitted in the Miller Park Shelter House.

13. If using the kitchen, user group will be responsible for supplying all utensils, plus their own coffee, sugar, cream, etc.

14. CAPACITY AND AVAILABLE EQUIPMENT:

Chairs & Tables Capacity: 48

Chairs Only Capacity: 51

Chair/Table #'s: Banquet Chairs (51), 8ft Tables (6)

Kitchen Appliances: 30" stove, refrigerator w/ small freezer, microwave.

15. RENTAL OPTIONS AND FEES

| STRUCTURE & FEES | Miller Park | | | |
|--|-------------|--------------|---------|-------------------|
| | Resident | Non-Resident | Deposit | Deposit (Alcohol) |
| M-R Full Day Rental (7AM-10PM) | \$75 | \$105 | \$100 | \$200 |
| F-Su Half Day Rental (7AM-2PM) or (3PM-10PM) | \$75 | \$105 | \$100 | \$200 |
| F-Su Full Day Rental (7AM-10PM) | \$150 | \$210 | \$100 | \$200 |

16. Rental Facility Refund Policy

- A. To be eligible for a refund, you must cancel at least 14 days in advance of your rental date. Refund will be rental fee minus 50%. Damage deposit will be refunded.
- B. Refund will be issued as a Parks and Recreation registration credit, or as a check.
- C. Failure to give 14 days' notice of cancelation will result in a non-refund of your rental fee. Damage deposit will be refunded.

Miller Park Shelter House Check Off List

When renting the shelter house, you need to make sure the room is in the same or better condition than before you used it.

| | |
|--|---|
| | Sweep the floor |
| | Mop the floor. (if needed) |
| | Empty the trash. (trash dumpster is located at the SW corner of the building) |
| | Wipe off tables & chairs. |
| | Put away tables and chairs. |
| | If kitchen was used, wipe off counters, stove, microwave, refrigerator, and anything else that you may have used. |
| | Check bathrooms to see if any clean-up is needed and lights are off. |
| | Make sure the lights are turned off. If thermostat was changed, return it to its original setting. |
| | Lock the door. |

The cleaning supplies can be found under the kitchen sink.
In the janitor's closet is a first aid kit, mop, and extra garbage bags if needed.

Thank you.

**CITY OWNED FACILITIES – WAIVER FORM – Renters of Polk City Facilities
Assumption of the Risk and Waiver of Liability Relating to the Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, the CDC and the State of Iowa highly recommend social distancing. For full information on recommendations, please view <https://coronavirus.iowa.gov>.

The City of Polk City has put in place preventative measures to reduce the spread of COVID-19 and infectious diseases for the cleaning of rental facilities; however, the City of Polk City cannot guarantee that you or your guests will not become infected with COVID-19. Further, renting and utilizing City of Polk City facilities could increase your risk and your guest's risk of contracting COVID-19 and/or infectious diseases.

By signing this waiver, I acknowledge the contagious nature of COVID-19 and infectious diseases and voluntarily assume the risk that my guests and I may be exposed to or infected by occupying a City of Polk City rental facility and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 in City of Polk City rental facilities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Polk City employees, volunteers, and program participants and their families.

I voluntarily agree to abide by and follow all current Iowa Dept. of Health guidelines and restrictions and will ensure compliance by all my guests during my rental. Current guidelines and restrictions can be found at www.idph.iow.gov and <https://coronavirus.iowa.gov>.

I also voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to my guests or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my guests may experience or incur in connection with my facility rental through the City of Polk City. On my behalf, and on behalf of my guests, I hereby release, covenant not to sue, discharge, and hold harmless the City of Polk City, its employees, agents, and representatives, of and from liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the City of Polk City, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after the reserved rental date at any City of Polk City facility.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT.
I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS
BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY.**

Name of renter (Printed): _____

Renter Signature: _____

Date signed: _____