

**BUFFALO CREEK ACTIVITY CENTER  
RENTAL AGREEMENT**

This rental agreement is entered into by the City of Titonka (hereinafter referred to as "City") and \_\_\_\_\_  
(hereinafter referred to as "Renter")

**RENTER INFORMATION**

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

**RENTAL INFORMATION**

Dates Rented: \_\_\_\_\_

Please indicate room(s) rented and hours rented if applicable. **NOTE: The gym is available for a full day(s) only. Full day rentals end at 1:00 a.m. The community room may be rented for a full day OR for a partial day (4 hours or less). Rentals for more than 4 hours are considered "full day" rentals. Full day rentals end at 1:00 a.m.**

\_\_\_\_\_ Community Room: \$110/day \$60/half day

Hours Rented \_\_\_\_\_ Full Day \_\_\_\_\_ Half Day (4 hours maximum)

\_\_\_\_\_ Gym \$275/day \_\_\_\_\_ # of days \_\_\_\_\_ Tarping required for tables/chairs \$100

\_\_\_\_\_ Weddings: \$275 the day of the event, \$125 – the day before (set up), \$125 – the day after (clean up)

Alcohol Served: \_\_\_\_\_ Yes \_\_\_\_\_ No Alcohol Sold: \_\_\_\_\_ Yes \_\_\_\_\_ No

**CHARGES MAY BE DOUBLED FOR "HEAVY USE," SUCH AS AUCTIONS.**

**\*\*NOTE: There is no community room rental fee for churches and civic organizations.**

All rental fees must be paid in advance to secure an area for the specified date(s) and time(s). The facility is not considered rented until both the rental fee and refundable damage deposit are paid. Cancellation of the reservation can be made with a full refund within 10 days of your event. Please make your cancellation by written notice.

**DAMAGE DEPOSIT FOR ALL RENTALS: \$500.00. DAMAGE DEPOSIT MAY BE USED TO COVER CLEAN UP EXPENSE IF RENTER FAILS TO ADHERE TO CLEAN UP POLICY.**

Please contact Pam Smidt, City Clerk, at 515-928-2850 for assistance or questions during office hours, 8 AM – 4 PM, Monday – Friday.

## TERMS OF AGREEMENT – CITY

The City will:

- Schedule the rental of rooms in the Buffalo Creek Activity Center
- The City will ensure proper maintenance is done and that the building is in condition to be rented.
- Return damage deposit within 10 business days to renter if city property is returned to its original condition following the renter's event.
- Provide renter with the key to the facility within 2 days of the scheduled event.
- Cleaning of the facility, following the event, is considered the responsibility of the renter. However, the City will provide this service for a \$500.00 flat fee.

## TERMS OF AGREEMENT – RENTER

The Renter will:

- Pay full rental fee and damage deposit at the time of the reservation.
- Adhere to rental policies attached to this agreement.
- Return the key to City Hall (either in person or in the drop box) no later than 3:00 PM the next day after the rental. Failure to return the key will result in \$100.00 being withheld from the damage deposit.
- Remove all personal property and return the City's property to a rentable condition following the event. **Damages in excess of the damage deposit are the responsibility of the renter.**

## ALCOHOL/TOBACCO POLICY

Alcohol is allowed **INSIDE THE FACILITY ONLY** under the following conditions:

- Private parties: No license required: no alcohol is ***sold***. *Renter must provide proof of homeowner's insurance.*
- Cash Bars: A current liquor license is required and must be displayed on the premises during the event. Proof of Dram Shop Insurance is required at the time the reservation is made.
- Alcoholic beverages will **NOT** be made available to any person under the age of 21, under any circumstances, while on the premises of the Buffalo Creek Activity Center. Premises include building interior, parking lots, grounds and entrances.

The Buffalo Creek Activity Center is a **smoke-free** facility. Smoking is allowed outdoors in designated areas.

## CARE OF THE FACILITY

- Tables and chairs may not be removed from the building.
- No items can be hung/adhered to walls, including the use of tape, nails, tacks or other adhesive.
- No animals are allowed in the facility except assistance dogs or therapy animals.
- No confetti, bubbles, silly string, glitter, bird seed or fireworks can be used inside or outside of Buffalo Creek Activity Center property.

**RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION**

In consideration of the privilege of use of the Buffalo Creek Activity Center ("Facility") property, the undersigned, who is the "Renter" or the parent or legal guardian of or an authorized signer for the Renter hereby: (1) represents that the Renter (or the Renter's parents or legal guardians) understands and accepts the risks, known and unknown, of using the facility; (2) represents that the undersigned is an adult renter or has the authority to execute this waiver on behalf of a minor or other legal entity authorized to do business in Iowa and is under no legal disability that would prevent creating a binding agreement or the giving of the releases herein; (3) releases the City of Titonka, Iowa ("Owner") and Owner's agents, employees and volunteers, from any and all liability arising out of the Renter's use of the Facility including the negligence (but not the recklessness) of the Owner and its agents, employees, and volunteers and specifically including acts or omissions of any type or character of other users of the Facility or other third parties including claims for loss of consortium; (4) Renter shall, whether the undersigned is the actual renter or the parent or legal guardian of or authorized signer for the renter, hold harmless and indemnify the Owner and their agents, employees and volunteers against any and all liability arising out of the renter's use of the Facility, including, but not limited to, their reasonable attorney fees, expenses and court costs of defending any such claim; (5) agrees that the foregoing shall be binding upon the Renter; the Renter's spouse (if any), the Renter's parents, guardians, conservators, executors, other legal representatives, heirs and beneficiaries, if applicable; (6) agrees that this writing is a full and complete understanding of the parties that may not be modified except in writing dated and signed by both the Renter and Owner; and (7) agrees that all of the representations, releases, waivers, indemnities, or other guarantees in this writing shall survive the fulfillment of the rental term and continue thereafter.

I understand that this is a release of liability and that it significantly affects my rights or the rights of a third-party renter for which I have authority to sign. I represent that I have the authority to execute the Release and Waiver of Liability and Indemnification. I have read and I understand the foregoing Release and Waiver of Liability and Indemnification, I understand that the Owner has no obligation to insure against any loss or damage to the renter's property or for the renter's bodily injury, and that the Renter will use the Facility at the Renter's own risk. I understand that the Owner is relying upon all of the statements made in this Release and Waiver of Liability.

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Date

**BUFFALO CREEK ACTIVITY CENTER  
CLEAN-UP CHECK LIST**

Rented By \_\_\_\_\_

Deposit \_\_\_\_\_

Date & Time \_\_\_\_\_

The areas rented by the above-signed, as well as entrances, hallways and restrooms will be inspected by an employee of the City of Titonka, following the renter's event. Please follow the following checklist in order to fulfill the obligations of this agreement and facilitate the refund of the renter's damage deposit.

- 1. Floors swept or vacuumed to include
  - a. Community (kitchen) Room \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
  - b. Entrances/Hallways \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
  - c. Gymnasium (if renter) \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
- 2. Table tops wiped off / extra tables put away \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
- 3. Chairs cleaned and left as found \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
- 4. Dinnerware, kitchen utensils, coffeemaker, cleaned, dried and put away as found \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
- 5. Countertops wiped; spills cleaned \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
- 6. Refrigerator/microwave cleaned; all food items removed \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
- 7. Trash removed to dumpster and clean bags placed in trash cans \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
- 8. All lights turned off \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
- 9. All doors/windows securely closed and locked \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A
- 10. Key(s) returned or left in drop-off box \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A

Inspected By: \_\_\_\_\_

Date: \_\_\_\_\_

Deposit Wholly or Partially Withheld

\_\_\_\_\_ Yes \_\_\_\_\_ No

Explanation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deposit Returned:      Date \_\_\_\_\_ \$ \_\_\_\_\_