

BUFFALO CREEK ACTIVITY CENTER

RENTAL AGREEMENT

*This Rental Agreement is entered into by and between the **City of Titonka** (hereinafter referred to as “**City**”) and:*

Renter Information

Name: _____

Address: _____

Home Phone: _____ **Cell Phone:** _____

The parties agree to the following terms and conditions for rental of the Buffalo Creek Activity Center and Gymnasium.

Rental Information

Please indicate the room(s) and hours rented:

Community Room: ☐ Full Day – \$110 ☐ Half Day (maximum 4 hours) – \$60

- Requested Dates & Hours: _____

Gymnasium Rental: ☐ Add-On Gym Rental (up to 3 hours) – \$40

- Requested Dates & Hours: _____

☐ **Daily Gym Rental** – \$275

- Date(s): _____

Weddings: ☐ Wedding Day Rental – \$375 ☐ Additional Day(s) – \$125 per day

- Date(s)& Hours: _____

Auctions: ☐ Auction Day Rental – \$275 ☐ Additional Day(s) – \$125 per day

- Date(s)& Hours: _____

Deposits & Payment Requirements

To reserve the facility, the following **three separate checks** are required at the time of reservation:

- **Rental Fee**
- **\$500 Security Deposit** (covers possible damage or failure to clean the facility)
- **\$50 Key Card Deposit** (refundable upon return of the key card to the drop box located outside the front doors) Key card will allow entry 30 Minutes before and after rental times.

Rental fees and both deposits must be paid in full at the time of reservation. Reservations will **not** be held without full payment. The facility is **not considered rented** until all required fees and deposits are received.

Cancellation Policy

Cancellations may be made **up to 10 days prior to the event** for a **full refund**. All cancellations must be submitted **in writing** and signed by the renter.

SPECIAL FACILITIES & PROPERTY **AGREEMENT**

Rental Agreement for the Gymnasium and Community Center between the City ("City") and the Renter ("Renter"). By signing below, the Renter agrees to strictly adhere to the following rules, conditions, and regulations during their rental period:

POW Table & Flags Protocol

- **Strict No-Touch Policy:** The Renter agrees that they will **not touch, move, adjust, or alter** in any way the POW Table or any Flags located within the facility.
- **Protocol & Authorized Personnel:** These flags are subject to specific official protocols and handling procedures. Only designated and authorized personnel are permitted to move or handle them.
- **No Exceptions:** Flags and the POW Table must remain exactly where they are situated at all times. **No exceptions** will be granted under any circumstances.

Mandatory Information Postings

- **City Hall Public Information:** The Renter agrees to leave all posted signs, notices, and documents related to City Hall intact and in place.
- **Emergency & Legal Compliance:** Certain posted information is required by law to remain visible and accessible to residents, particularly in case of emergencies. Removing, moving, or covering any posted materials is strictly prohibited.

Restroom Cleaning & Maintenance

- **Cleaning Schedule:** Restrooms within the facility are cleaned once a week by the City.
- **Renter Responsibility:** If the Renter requires or desires additional cleaning beyond the standard weekly schedule for their event, it is the Renter's sole responsibility to perform such cleaning using their own cleaning supplies.
- **Additional City Service Fee:** Upon request, the City can provide additional restroom cleaning services prior to or during the rental period for an additional service fee. The request must be made in advance of the rental period.

Restroom Inventory & Initial Supply:

- The City shall provide fully stocked restrooms at the commencement of the rental period.
- Restrooms consist of **seven (7) total stalls**: five (5) stalls in the Women's Restroom and two (2) stalls in the Men's Restroom.
- Each stall will be equipped with **two (2) rolls** of toilet paper per stall, containing **750 sheets per roll**.

Renter Responsibility for Additional Supplies:

- The initial supply described above represents the maximum quantity of toilet paper provided by the City as part of the facility rental fee.
- If the event exceeds the estimated attendance, extends across multiple days, or requires additional toilet paper beyond the initial 14 rolls supplied by the City, it is the sole responsibility of the Renter to purchase, and restock any additional toilet paper needed during the rental period at their own expense.
- **The City will provide one 800-ft roll of paper towels in each restroom.** These towels are installed in the Men's and Women's restrooms, each of which contains one paper towel dispenser in addition to an electric hand dryer.
- Any usage beyond described above is the responsibility of the renter.

Garbage Bags

Based on typical event waste output and the capacity of 55–60 gallon bags, the City will provide the following quantities:

- **Small gatherings (up to ~40 people):** 2 bags provided
- **Medium events (events up to ~100 people):** 4 bags provided
- **Large events (100+ people):** 6 bags provided

Any usage beyond the quantities listed above is the responsibility of the renter. Garbage is to be placed in the dumpster located behind City Hall.

Thermostat & Climate Control Policy

Thermostats throughout the facility are preset and managed directly by the City to maintain a comfortable temperature and support energy conservation. Renters, guests, and attendees are strictly prohibited from touching, adjusting, tampering with, or altering the thermostat settings or controls at any time during the rental period. If the temperature in the facility requires adjustment during your event, please contact a facility staff member for assistance.

Unauthorized adjustments or tampering with equipment may result in the forfeiture of your security deposit and/or additional fees.

City Hall Business Hours & Public Access

- **Operating Hours:** City Hall functions as an active business facility and is open to the public **Monday through Thursday, from 7:00 AM to 12:00 PM (Noon) and 1:00 PM to 4:00 PM.**
- **Private Event Privacy:** During a private rental scheduled within regular business hours, members of the public are restricted from entering or using the specific rented room(s).
- **Uninterrupted Public Access:** Members of the public have full access to City Hall administrative areas during operating hours. The Renter and their guests shall not impede, stop, or interrupt public access to City Hall services.

Community Center Rental Guidelines & Cleanup Checklist

- All cleaning supplies are located underneath the sink.
- **Supplies Included:** Dish soap, hand soap, cleaning wipes, windex, and paper towels.
- **Towels:** Cloth towels are provided for washing and drying dishes.
 - *Note:* Please leave all used towels on the counter when you are finished. The City will take care of washing and drying them.

Kitchen & Cabinet Use

- **Cabinet Items:** All supplies inside the cabinets are available for use but must be cleaned and returned to their proper places after rental.
- **Refrigerator & Freezer:** The refrigerator and freezer are available for use during rental. Both must be completely emptied and wiped clean after use.
- **Countertops:** All countertop surfaces must be wiped clean.
- **Floors:** All floors must be swept and vacuumed before leaving. A broom and vacuum cleaner are provided by the City.
- All garbage cans must be emptied.
- Trash bags must be tied and taken to the dumpster located behind City Hall.
- Tables and chairs are provided for your event. After use, all tables and chairs must be returned to their original storage positions, and the room must be left in the exact condition it was when you entered.
- 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 adhesives.
- 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.

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. A copy must be submitted with application.*
- Cash Bars: A current liquor license is required and must be displayed on the premises during the event. Proof of Dram Shop Insurance through the state of Iowa is required before the date of the rental. Special Event / General Liability Insurance: Coverage Limit: Renter agrees to obtain a Special Event General Liability Policy (typically \$1,000,000 per occurrence / \$2,000,000 aggregate).

- **Named Additional Insured:** The policy must explicitly list the City as an "Additional Insured" on the Certificate of Insurance (COI).
- **Deadline:** Proof of insurance (the COI) must be submitted 14–30 days prior to the event date.
- **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.

KEY CARD ACCESS & POSSESSION AGREEMENT

- **Strictly Non-Transferable:** Access key cards are issued strictly and exclusively to the designated Renter who has signed the Rental Contract and Key Card Agreement.
- **Possession Requirement:** The key card must remain in the physical possession of the authorized Renter at all times during the rental period. The Renter is strictly prohibited from loaning, transferring, duplicating, or handing over the key card to any guest, attendee, vendor, or third party under any circumstances, unless that individual has been formally added as a co-renter and signed both the Rental Contract and Key Card Agreement. *Refer to Key Card Agreement for full details.*

Notice of Video & Audio Surveillance

Please be advised that this facility is under continuous 24/7 video and audio surveillance for the safety, security, and protection of the property, staff, and guests. **Obstruction Strictly Prohibited.** Renters, guests, and attendees are strictly prohibited from touching, covering up, moving, adjusting, or in any way obstructing the view or operation of any camera or surveillance equipment on the premises.

Failure to comply with this policy will result in immediate consequences:

- **Immediate Termination:** The rental agreement may be terminated immediately, and all guests will be required to vacate the premises without a refund.
- **Denial of Future Rentals:** The renter may be permanently barred from renting or booking any future events at this facility.
- **Forfeiture of Deposit:** Security deposits may be forfeited to cover inspection or repair of security equipment.

Security Deposit Return & Facility Inspection Policy

Following the conclusion of your rental period, the facility will undergo a mandatory inspection process. To ensure thoroughness, fairness, and accuracy, the premises will be inspected by **three (3) different designated representatives** to verify that:

- The facility has been left clean and free of trash.
- No damage has occurred to the building and equipment.
- All rental guidelines and policies were fully adhered to throughout the event.

Once all three inspections are completed and confirm that there is no damage, policy violations, or cleaning issues, the security deposit will be processed for return.

If any inspection reveals property damage, policy infractions, or inadequate cleanup, the cost of repairs, cleaning, or policy penalties will be deducted from the deposit. If damages or penalties exceed the deposit amount, the renter will be billed for the remaining balance.

The Renter accepts full financial responsibility for any damage, destruction, vandalism, or loss caused to the Community Center, Gymnasium, its equipment, furniture, fixtures, landscaping, or surrounding City property resulting from the actions or negligence of the Renter or any of the Renter's guests, attendees, or vendors. The cost of repair or replacement will be deducted from the security deposit, and any remaining balance exceeding the deposit will be billed directly to the Renter. The City of Titonka reserves the right to deactivate any key card immediately and without a refund if a member's conduct is deemed a threat to the safety of others or the integrity of the facility. All key card activity is logged and monitored 24/7 by video surveillance. The City of Titonka also reserves the right to modify rules and procedures at any time, suspend or revoke access for safety or compliance concerns, and deny future membership to individuals with repeated or severe violations.

ACKNOWLEDGMENT & AGREEMENT

By signing below, the Renter acknowledges that they have read, understood, and agree to abide by all terms outlined in this Special Facilities & Property Agreement. Failure to comply may result in immediate termination of the rental event and/or forfeiture of deposit.

Renter Signature: _____ **Date:** _____

Printed Name: _____

City Representative: _____ **Date:** _____