DATE \_\_\_/\_\_\_/\_\_\_\_\_, \_\_:\_\_\_ \_M to \_:\_\_\_\_M

Book Calendar\_\_\_\_\_\_\_\_\_\_\_\_\_

Submit Laserfiche form\_\_\_\_\_\_

Ck Statis in Laserfiche\_\_\_\_\_\_\_

Enter on Web Pg\_\_\_\_\_\_\_\_\_\_\_

Enter in R/M\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scan to R/M\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

New Vienna Picnic Assoc.

1951 Church St., P.O. Box 19

New Vienna, IA 52065

Rental Agreement

Hold Harmless/Indemnification Agreement

This Agreement is made this today \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name

Address

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

City State Zip Phone

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You have rented the Community Room/Reception Hall for the following date(s)

**MAKE CHECKS PAYABLE TO: CITY OF NEW VIENNA .**

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

Time: from:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident Rental Fee $125.00 per date reserved

Non resident fee $150.00

Reception Hall $500.00

TOTAL DUE TODAY **Total Due Today**

Total- $

In Consideration for the use of the Community Room/Reception Hall on the date listed above as permitted by

the City of New Vienna, the undersigned, it is hereby agreed as follows:

1. Renter will not serve alcoholic beverages to any minor in violation of Iowa Law.

Alcoholic beverages will not be sold in conjunction with the use of the Community Room.

**No kegs will be allowed**.

1. The Renter agrees to indemnify, defend and hold harmless the City of New Vienna, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including reasonable attorney fees arising from, during, or in conjunction with its use of the Community Room/Reception Hall, including injury to persons or property or exposure to infectious diseases.
2. The Renter agrees to indemnify, defend and hold harmless the City of New Vienna, its officers, employees, and agents from and against any and all claims, damages, losses, judgements, and expenses, including attorney fees, arising from the Renters’ service of alcoholic beverages on the Community Room/Reception Hall premises during, or in conjunction with its use of the said Community Room/Reception Hall.
3. The Renter agrees to assume all risk and legal liability associated with the use of the Community Room/Reception Hall, including risk of injury to persons or property entering onto the premises or exposure to infectious disease by any person during or in conjunction with Renter’s use of the Community Room/Reception Hall.
4. The Renter agrees that its use of the Community Room/Reception Hall property as contemplated in this Agreement will be in compliance with all applicable City Ordinances, and State and Federal laws and regulations.

Pursuant to the Iowa Smoke free Air Act, **this is a Non- Smoking Facility.**

1. Should it become necessary for the City of New Vienna, or someone on their 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 of New Vienna, all costs and attorney fees hereby expended or for which liability is incurred, regardless of whether legal proceedings are initiated.

1. The City reserves, and the Renter recognizes and accepts, the City’s absolute right to **terminate usage** of the Community Room/Reception Hall at any time if any violation of this Agreement or

rules and /or procedures for such use are violated.

**Initials\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. The Renter further agrees to **indemnify and reimburse** the City of New Vienna, for any and all damages resulting to the Community Room Facilities/Reception Hall from the Renter’s use of the property, with the exception of normal wear and tear.

**Initials\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. I understand that I am **not to hang** **any items on the walls, doors, windows, ceiling,** alter or damage the building in any way.

**Initials\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. I understand that I am renting only the Community Center/Reception Hall for the date listed on the agreement and may only occupy the building during the authorized date and time.

**Initials\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. The undersigned, signing on behalf of (organization), is empowered by said entity and by

the authority of its Board of Directors, if applicable, to bind said Renter to the terms and conditions of this Agreement.

11. **NO CANDLES OR OPEN FLAMES ALLOWED. NO PETS OF ANY KIND ALLOWED**.

**Initials\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Renter/Responsible Party Date**

*Payment for the Room Rental can be by cash, or check*

* Date Rental Paid: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount Paid: $\_\_\_\_\_\_\_\_\_\_\_by CASH, \_\_\_\_\_ CHECK #\_\_\_\_\_\_\_\_

Renter Signature for Cash Deposit Returned:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Staff Initials\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_