

ALVORD RECREATION CENTER RENTAL AGREEMENT

Pricing effective for new reservations starting January 1, 2025

Members and non-members of the Alvord Recreation Center can rent the building. Availability may be viewed on the City of Alvord website: <https://cityofalvordiowa.com/community-center> . To make reservations, call Harriet at 712-473-2579.

Rec Center Members still have access to the gym and fitness equipment unless you rent the entire building. **At no time is the fitness center included in the rental (you and your guests must stay out of the fitness center).**

All renters will be provided with a renter's agreement that outlines the expectations. **A cleaning deposit of \$500.00 is required for weddings and quinceaneras. All other rentals require a \$200.00 deposit.** If expectations are met, the cleaning deposit check will be shredded after 1 week of rental. If the expectations are not met, the cleaning deposit will be used. *No rooms are considered rented until two checks are received (one for the cleaning deposit and one for the rental amount).*

If the Recreation Center is rented back-to-back, not allowing the city time to inspect or clean the facility, take pictures of the area of concern before rental for proof of damage/ mess at the start of your rental.

<u>General Rental Fees</u>	<u>Member Rental</u>	<u>Non-Member Rental</u>
Basement/Meeting Room	\$100.00	\$150.00
Gym & Kitchen	\$250.00	\$400.00
Entire Building	\$850.00	\$1,200.00

<u>Team Rental Fees</u>	<u>Family Membership Required</u>
Team Practices	\$20.00 (includes half court and must not exceed 2 hours)
Tournaments	\$500.00 (includes gym and kitchen for concessions)

The Recreation Center is not considered reserved until the Renter has completed and signed the Recreation Center Rental Agreement; and deposit fee received. The Renter signing the agreement shall be personally responsible for the payment of the rental fee. The City of Alvord has the right to refuse access and/or rental privileges to anyone.

Parties selling any alcoholic beverages or allowing guests to bring in their own hard liquor must obtain a liquor license. No license is required for parties serving/giving beer/wine away or where guests will be bringing in their own beer/wine. **Absolutely NO confetti or glitter is allowed in the building! The use of entertainment foggers is prohibited,** these devices activate the fire alarms.

Keys/Entry Information

A fob will be supplied the day of rental.

Clean-Up

All Renters/Users must:

- Clean off tables and chairs.
- Return tables and chairs to their original location.
- Clean the kitchen area.
- Take garbage out to the dumpster located near the back door.

Renter/User is responsible for any vendors, equipment, visitors, and cleaning personnel to be out of the building by **12 midnight of the rental date.** The Renter/User must provide own cleaning supplies. If additional clean-up is required it is at the sole discretion of the City to charge additional clean-up fees. Any items remaining in the room following the rental date will be disposed of.

Emergency Numbers:

If you encounter a maintenance emergency, contact 712-473-2579.

Rental and Indemnification Agreement, Release Form and Waiver of all Claims

1. **AGREEMENT:** The consideration for being allowed to use the Recreation Center is that the undersigned voluntarily enters into the following agreement.
2. **RENTER/USER ACKNOWLEDGES AND ASSUMES ALL RISK:** The undersigned hereby voluntarily assumes any and all risks, including injury to their person and their group/guests now or in the future which may be caused as a result of the use of the Recreation Center.
3. **INTENTION OF THE PARTIES TO COMPLETELY DISCHARGE THE RECREATION CENTER AND THE CITY OF ALVORD AND HOLD THEM HARMLESS FROM ALL CLAIMS:** It is the intention of the parties that in consideration for permission to use the Recreation Center is that the undersigned and all of the undersigned's group/guests voluntarily releases, waives, discharges, and holds harmless the Recreation Center and the City of Alvord and their owners, employees, agents, affiliates, and Insurance Company from any and all claims, demands and causes of action of any nature whatsoever which they, their estates, spouses, family, members, assigns, successors, and others they allow to use the Recreation Center may have against either or all of them, for, on account of, or by reason of the assumption of risk.
4. **COVENANT NOT TO SUE:** The undersigned covenants that the undersigned shall not now or at any time in the future directly or indirectly commence or prosecute any action, lawsuit, or other proceedings against the Recreation Center or the City of Alvord and their owners, employees, agents, affiliates, and Insurance Company concerning, arising out of, or related to the actions, claims, and demands hereby waived, released or discharged by the undersigned.
5. **ASSURANCE BY THE UNDERSIGNED:** The undersigned has full power, authority, capacity and right without limitation to execute, deliver, and perform this release.
6. **THIS AGREEMENT AND RELEASE IS BINDING AND UNCONDITIONAL:** This agreement and release is unconditional and shall be binding upon the undersigned and the undersigned's spouse, legal representative, heirs, successors, and assigns, and parents or guardians.
7. **THE RENTER /USER AGREES TO INDEMNIFY AND DEFEND THE RECREATION CENTER AND THE CITY OF ALVORD:** The undersigned will indemnify and defend the Recreation Center and the City of Alvord and their owners, employees, agents affiliates, and insurance Company, for any lawsuits or causes of action brought against the Recreation Center, City of Alvord and their owners, employees, agents, affiliates, Insurance Company due to the use of the Recreation Center.
8. **PAYMENT FOR DAMAGES CAUSED BY RENTER/USER:** The undersigned will pay for damages to the facility caused by their use of the facility.
9. The undersigned states that he or she has inspected the premises and found it in good repair and free from any defects.
10. The undersigned understands that he or she is responsible for the Recreation Center during the time of his or her use and understands that he or she will have to pay for any amounts required to bring the Recreation Center back into the same condition as it was prior to his or her use.
11. The undersigned shall not allow the sale, possession, or consumption of alcohol by anyone under the legal drinking age at any time.
12. THE ABOVE IS GOVERNED BY IOWA LAW IN THE IOWA DISTRICT COURT FOR LYON COUNTY.

THE UNDERSIGNED HAS CAREFULLY READ THE ABOVE: The above has been carefully read by the undersigned, and the undersigned fully understands its terms and it is voluntarily executed.

PRINT First and Last Name of Renter/User

Phone

Address

City, State

ZIP Code

_____/_____/20_____
Rental Date

Type of Event

I, the undersigned, have carefully read and understand the terms and conditions of this agreement. I agree to fully abide by the terms of the agreement. I have voluntarily executed this agreement.

Signature of Renter/User

_____/_____/20_____
Date