

EARLHAM COMMUNITY CENTER
150 E 1st Street, Earlham, Iowa 50072

Mailing address: City of Earlham, PO Box 518, Earlham, Iowa 50072

RENTAL AGREEMENT
BETWEEN THE CITY OF EARLHAM AND
FUNCTION: _____

Office Use Only: Date Paid: _____ Amount: _____ Receipt #: _____ Proof of Insurance recd: _____ Deposit returned/shred: _____
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Name of contact person: _____

Address: _____

Phone number: _____ Room or rooms rented: Meeting _____ Great _____ ½ Great _____ (N or S)

Date(s) rented: _____ Hours rented: _____

Category: Commercial _____ Non-Commercial _____ Children's _____ Civic Organization _____

Alcohol served: Yes _____ No _____ Alcohol sold: Yes _____ No _____

This agreement is entered into by the City of Earlham, hereinafter referred to as the City; and function, hereinafter referred to as the Renter.

I. Legal authority

This agreement is entered into between the City and the Renter according to the rules and regulations and rate schedules as attached. These rules were adopted by the Earlham City Council and put into effect June 9, 1998 and as subsequently amended.

II. Purpose of this agreement is to delineate the responsibilities of the City and Renter in the rental of the Earlham Community Center.

III. Distribution of Responsibility

For the purpose of clearly establishing and defining relationships and responsibilities for the rental of any part of the Earlham community Center to be performed by the parties to the Agreement, the following policies and procedures are set forth.

A. The City Agrees to:

1. Schedule the rental of the rooms at the Earlham Community Center.
2. Ensure that proper maintenance is done and that the building is in condition to be rented.

B. The Renter agrees to:

1. Follow the rules and regulations and rate schedules that are attached.
2. Provide adult supervision for all functions held for groups under the age of twenty-one (21).
3. Specifically enforce the rules as they pertain to serving alcoholic beverages as follows.

ALCOHOLIC BEVERAGES WILL NOT BE MADE AVAILABLE TO ANY PERSON UNDER THE AGE

OF 21 UNDER ANY CIRCUMSTANCES WHILE ON THE PREMISES OF THE EARLHAM COMMUNITY CENTER. This includes the building and outdoor property (parking lots, etc).

4. Pay full rental fee at the time of the reservation.
 5. Provide proof of insurance at the time of reservation.
 6. Pay \$400 deposit fee when key is picked up. If there is evidence of violation of the rules, \$50.00 of the deposit is automatically forfeited. This includes NO SMOKING, having alcohol in the building without paying surcharge, and failure to return a key.
 7. Return the key in a timely fashion to Earlham City Hall. Failure to return a key will result in \$100.00 of the deposit being withheld.
- C. The City and Renter mutually agree that,
1. They will work cooperatively to ensure that the Earlham Community Center benefits the greatest number of people possible.
 2. The deposit will be returned after key is returned and rental inspection is approved.
 3. Any damage in excess of the deposit will be the responsibility of the Renter.
 4. Cancellation of advanced reservations may be made with a full refund not less than thirty (30) days prior to the reserved date or dates.
 5. City rights in Program Delivery
The programs or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the City Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination status: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

IV. Effective Date and Termination of Agreement

This agreement will be effective upon signature and date by all parties and will remain in effect until the inspection of the rental is approved by the City.

V. Termination

The City reserves the right to reject any application for rental of the Earlham Community Center. The City will have the right to immediately terminate any Rental Agreement entered into upon notification that the terms of the Rental Agreement and/or rules and regulations of the Earlham Community Center have been or will be violated by the Tenant.

Approved:

Date: _____ Renter _____

Date: _____ City of Earlham _____

I acknowledge that I have obtained keys for the Earlham Community Center for the above referenced event.

Date: _____ Name _____

Copy of government issued photo id obtained by: _____