

EARLHAM COMMUNITY CENTER RENTAL AGREEMENT

Office Use Only
Date paid: _____ Amount: _____
Receipt #: _____
Proof of Insurance Provided: _____
Photo ID Copied: _____ by: _____
Deposit Returned/Processed: _____

This Rental Agreement, hereinafter referred to as "Agreement" is entered into by the City of Earlham, hereinafter referred to as "City" and _____, hereinafter referred to as "Renter".
Individual or Business Executing Agreement

The purpose of this rental is for _____ hereinafter referred to as "Function".
Ex: Reunion, Luncheon, Wedding, Seminar

RENTER & FUNCTION INFORMATION

Name of Contact Person: _____

Address: _____
Street City State County(required)

Phone: Home: _____ Cell: _____

PROVISIONS & TERMS

Date(s) Rented: _____

Please indicate rooms and hours rented (see attached Fee Schedule and Facility Description):

____ GREAT ROOM ____ N ½ GREAT ROOM ____ S ½ GREAT ROOM
____ 10am – 2am ____ 10am – 2am ____ 10am – 2am
____ MEETING ROOM : From ____ To ____
____ 3-DAY PACKAGE (Friday – Sunday 10am - 2pm)

Alcohol Served? ____ Yes ____ No Alcohol Sold? ____ Yes ____ No

Legal Authority

This Agreement is entered into by the City and the Renter, and this Agreement is subject to the Fee Schedule and Rules and Regulations (attached herein) for the Earlham Community Center located at 150 E 1st Street, Earlham, Iowa 50072. Notices and correspondence to the Earlham Community Center should be sent to City of Earlham, PO Box 518, Earlham, Iowa 50072, (515) 758-2281.

I. Purpose

The purpose of this Agreement is to delineate the responsibilities of the City and the Renter as it pertains to the Function being held at the Earlham Community Center.

II. Distribution of Responsibility

A. The City agrees to:

1. Schedule the rental of the different 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. Pay full rental fee at the time of RESERVATION.
2. Provide proof of insurance not less than 30 days prior to the Function. Examples of acceptable proof of insurance: Homeowner's Certificate or Commercial Business Liability Certificate.
3. Pay the deposit of \$600.00 (\$800.00 for the 3-Day Package) when the key is picked up during regular business hours of City Hall.
4. Provide a current government issued photo I.D. at the time the key is picked up.
5. Follow the Rules and Regulations attached as a part of the Agreement.

Initial: _____

REVISED 1/17/2025

- 6. Provide adult supervision for all Functions held for groups under the age of twenty-one (21).
 - 7. Specifically enforces the rules as they pertain to serving alcohol: ALCOHOL 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 such as walks, parking lot, and yard areas.
 - 8. Return the key to City Hall (either in person or in the drop box) no later than 3:00 pm of the NEXT BUSINESS DAY after the rental date. City Hall hours are 7:00 am to 3:30 pm Monday thru Friday; closed from 12:30 pm to 1:00 pm. Check with City Hall for holiday closings. Failure to return the key will result in \$100.00 being withheld from the deposit.
 - 9. Automatic forfeiture of \$200.00 if there is evidence of rule violations; and forfeiture of a portion up to and including the entire deposit for property damage, cleaning expenses or costs associated with returning the facility to a rentable condition (see Rules and Regulations attached). Any damages in excess of the damage deposit shall be the responsibility of the Renter.
- C. The City and the Renter mutually agree that:
- 1. They will work cooperatively to ensure that the Earlham Community Center benefits the greatest number of people possible.
 - 2. Any deposit refund will be processed once an inspection is completed and refund is approved. It should not be an expectation that the deposit check will not be deposited nor that the check will be returned when the key is turned in after the Function. Once approved the deposit refund will be made available within ten (10) business days.
 - 3. Cancellation of reservation may be made with a full refund provided it is called with at least and not less than 120 days written notice. Fifty percent (50%) of the fees will be forfeited if reservations are canceled with less than 90 days written notice. No refund, if canceled less than 60 days written notice. No refund for canceled Children’s Events.
 - 4. City rights in Program Delivery
The Functions (uses of) conducted under this Agreement will be in compliance with nondiscrimination provisions contained in Titles IV and VII of the Civil Rights Act of 1961, as amended; the City Rights Restoration Act of 1987 (Public Law I 00-259) and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

III. Effective Date and Termination of Agreement

This Agreement will be effective upon signature, initial, and date by all parties and will remain in effect until the inspection of the facility is completed and approved.

IV. 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 Agreement entered into upon notification that the terms of the Agreement and/or Rules and Regulations of the Earlham Community Center have been or will be violated by the Tenant.

By signing below, both parties acknowledge and agree to all terms and provisions of this Agreement.

Renter	Date	City of Earlham	Date

Receipt of Rules and Regulations and Noise Ordinance acknowledged: _____

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

Renter Date

Initial: _____

**EARLHAM COMMUNITY CENTER
RATE SCHEDULE & FACILITY DESCRIPTION**

In order to reserve and hold an area (room) of the Earlham Community Center for a certain date and time, the full rental for that period must be paid in advance to City Hall. Rental fee is applied to each day an area is reserved. The facility is not considered reserved without payment and execution of the Rental Agreements and may be rented to another person(s).

Cancellation of reservation may be made with a full refund provided it is canceled with at least and not less than 120 days written notice. Fifty percent (50%) of fees will be forfeited if reservations are canceled with less than 90 days written notice. No refund, if canceled less than 60 days written notice. No refund for canceled Children’s Events.

Refundable \$600.00 (\$800.00 for the 3-Day Package) damage deposit is due for all functions at the time of key pick-up. See Rental Agreement for the handling of damage deposits and fees associated with rental.

GREAT ROOM rental time is from 10:00 am to 2:00 am the following day. Events must end by 2:00 am and the facility must be cleaned and vacated (including ALL personal items) by 5:00 am, when the custodian arrives. The City and custodian shall not be responsible for any personal items left at the Earlham Community Center.

Rate Schedule:

GREAT ROOM	\$500.00	
½ GREAT ROOM	\$300.00	
MEETING ROOM	\$100.00	
CHILDREN’S EVENT	\$100.00	(14 and Under) NOT to be booked more than 30 days in advance
3- DAY PACKAGE	\$1,200.00	(Friday – Sunday 10am - 2pm) Deposit \$800.00

Pricing Exception for:

Local Civic Organizations, such as Boy Scouts, Girl Scouts, 4-H, etc. NO CHARGE

**Local Civic Organizations, including churches, may not reserve the building in advance more than once per quarter. Reservations to be requested prior to event and authorized by the Board of Directors.*

Surcharge for All Functions serving or selling Alcohol \$100.00

For any Function selling alcohol, proof of Dram Shop Insurance is required along with the surcharge, and both are required at the time the key is picked up.

For Emergencies:

- FIRE/RESCUE 911
- SHERIFF (515) 462-3575

EARLHAM COMMUNITY CENTER

Physical Address: 150 East First Street, Earlham, Iowa
Phone Number: (515) 758-2590

EARLHAM COMMUNITY CENTER RULES AND REGULATIONS

The following rules have been adopted by the Community Center Board to facilitate the use and operation of the Earlham Community Center, ensuring the greatest number of people may enjoy and benefit from its use.

Conduct: Persons using the Earlham Community Center shall conduct themselves in such a manner as to avoid annoying others or damaging the building, its fixtures, or its equipment. Serving food or beverage from the hallway is prohibited. Please respect the 'No Smoking' signs.

Damage: These facilities are for the benefit of everyone. Any damages to the building or equipment shall be repaired or replaced at the expense of the Renter reserving the Earlham Community Center during the time which the damage occurred. No equipment is to be removed from the building, including tables and chairs.

Alcoholic Beverages: There is a \$100.00 non-refundable surcharge on all Functions where alcohol is served and/or sold. Payment of the surcharge is due at the time of reservations along with the full rental fee and subject to the following conditions:

1. All alcohol consumption must occur within the building.
2. Private Parties: No license required.
3. Cash Bars:
 - a. License required and must be displayed on the premises during the Function.
 - b. Proof of Dram Shop Insurance required at the time reservation is made.
 - c. Alcoholic beverages will not be made available to any person under the age of twenty-one (21) under any circumstances while on the premises of the Earlham Community Center. Premise includes **building interior, exterior, parking lots, grounds, and entrances into.**

PLEASE NOTE THAT THE ABOVE REQUIREMENTS ARE IN ACCORDANCE WITH THE IOWA STATE
LIQUOR LAWS.

Housekeeping: The kitchen and restrooms must be cleaned by each Renter in preparation for the next Renter or Function. The floors are to be swept and/or mopped if necessary. The entryway rugs are to be vacuumed. All dishes, appliances, counter tops, tables, and chairs must be cleaned and put in their proper places. Tables and chairs will be on racks in the storage room. Please return them to their rightful places as indicated by the pictures in the storage room. All interior doors in the building will be closed for hearing and air conditioning efficiency when leaving the building.

Kitchen Use: When more than one Function has space reserved in the building on the same day, the kitchen must be shared. Each group is responsible for cleaning their own section. As there are two (2) of each appliance, each group is allowed the use of one (1) appliance. The Congregate Meal Site has rented the kitchen and meeting room weekdays from 10:00 am to 2:30 pm. If renting the Great Room during these times, it will be necessary to share the kitchen. Anyone in the kitchen during the Congregate Meal Site food preparation will be required to wear a hairnet which will be provided.

Thermostats: Should be set at 72 degrees when the facility is in use. Please return the thermostat to 65 degrees during the heating season or 80 degrees during the cooling season when leaving the building.

Reservations: Reservations will be accepted up to two (2) years in advance of the event. Rental fees must be paid and signed Agreement received at the time the reservation is made in order to guarantee the date(s). Should the fee and signed Agreement not be provided within seven (7) days of the original request, the date(s) requested will be placed as open on the schedule.

Noise: Tenants shall not cause or allow any unreasonably loud noise or activity in or on the Premises that might disturb the rights, comforts, and conveniences of other persons within 50 or more feet of the property line of this facility past the hour of *12:00 a.m.* Violations of this policy will be considered a breach of this Agreement and may result in any actions deemed necessary by the City Officials, including but not limited to, law enforcement measures. Please see the City of Earlham Code 40.06 NOISE PROHIBITIONS for further definitions.

Other Procedures: Local civic organizations may use the small meeting room for non-fundraising events at no charge. However, all the same rules and regulations apply for care and maintenance of the facility as apply to paying Renters. These groups must have prior approval of the reservation clerk at City Hall, and authorization by the Board of Directors by the normal reservations procedure as to avoid any scheduling conflicts with paying Renters.

Advanced reservations for the Great Room made by local to Earlham civic organizations, including churches, however, are limited to once per calendar quarter.

Tenants' Responsibilities: Tenants shall be responsible for the enforcement of these rules and regulations in addition to the return of the key to the reservation clerk at City Hall.

Failure to comply with these rules may be cause for any individual or group to become ineligible for future use of the facility. In this case, future reservations could only be made with the approval of the Board of Directors.

EARLHAM COMMUNITY CENTER

150 EAST MAIN
EARLHAM, IA. 50072

A NORTH



CHAPTER 40 PUBLIC PEACE

40.06 NOISE PROHIBITIONS.

1. As used in this section, the following definitions shall apply:
 - A. "Plainly audible" means any sound that can be heard clearly by a person's unimpaired and unaided auditory senses; however, words or phrases need not be discernible and said sound shall include bass reverberation.
 - B. "Sound amplification system" means any radio, radio receiving set, televisions, phonograph, stereo, tape player, cassette player, compact disc player, "boom box," loudspeaker, juke box, musical instrument, sound amplifier, or any other device that produces, reproduces, or amplifies sound. Sound amplification system shall not include a motor vehicle horn, backup warning device, theft alarm, or any other sound authorized or required by this Code of Ordinances or the *Code of Iowa*.
2. No person operating, occupying, or who has parked a motor vehicle on any street, highway, alley, parking lot, or driveway, on either public or private property, shall operate or permit the operation of any sound amplification system from within or on such motor vehicle so that the sound is plainly audible at a distance of 50 or more feet from the vehicle or, if the motor vehicle is on private property, beyond the property line.
3. No person owning, renting, leasing, occupying, using, or having charge of any dwelling, tavern, building, structure, or other premises, or any part thereof, shall operate or permit the operation of any sound amplification system so that the sound is plainly audible 50 foci beyond the property line.
4. No person shall operate or perm it operation of a self-contained, portable, hand-held sound amplification system, on public or private property, in such a manner so that the sound is plainly audible at a distance of 50 or more feet from the system or, if the system is on private property, beyond the property line.
5. The provisions of this section do not apply to emergency, public safety, City, or utility motor vehicles; for sound emitted unavoidably during job-related operation; for sound emitted from church bells and chimes, public sporting events, or authorized school activities; for an activity for which a permit has been granted by the City; or for an activity allowed by this Code of Ordinances or the *Code of Iowa*.