

Walnut Community Center Rental & Indemnity Agreement

Name or Organization: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Email: _____

Contact #2: Name: _____ Phone: _____

Date of Event: _____ Time of Event: _____

| Rental Location: (Please circle your choice) | Private/Business | Non-Profit | Hourly |
|--|------------------|------------|---------------|
| Cardinal Hall <i>(Cardinal Hall is the West gym)</i> | \$300.00 | \$150.00 | \$45.00 |
| Warrior Hall <i>(Warrior Hall is the East Gym)</i> | \$350.00 | \$175.00 | \$20.00 ½ gym |
| Community Room | \$100.00 | \$85.00 | |
| East Conference | \$80.00 | \$60.00 | |
| ICN Room | \$80.00 | \$60.00 | |
| Kitchen Only | \$80.00 | \$60.00 | |
| Lobby (Old Gym) | \$80.00 | \$60.00 | |

(Possibility of relocation-if Cardinal Gym is being rented)

A \$200.00 (Gym rental) deposit for cleaning/damages and \$100.00 (all other rentals) are required at the time the entry keycard is picked up.

Please pay the deposit with a separate check which will be returned or shredded once the facility has been inspected after rental.

Rental Policies/Rules for Use:

1. Facility is available for lease on a first come first served payment basis. A separate check of \$200.00/\$100.00 for a cleaning/damage deposit is required for each space. This check will not be cashed as long as the facility is put back the same as it was found. Once the facility has been inspected after the rental, the deposit check will be returned or shredded, whichever is preferred. Rental fees must be paid in full prior to the rental date.
2. Prohibited activities include: Smoking, use of any illegal drugs, any illegal activities and the sale of alcohol *see #3 indemnity, are prohibited on the event center grounds. Any violation of the law will constitute cause for immediate cancellation of this agreement. No refund will be issued for cancellation due to violation of this agreement.
3. To return your deposit you must: *(Conference Room Rentals)* wipe down all surfaces, chairs & tables with wipes provided. Vacuum the room with the vacuum provided. Place furniture back in the way it was arranged. Remove all your trash to the dumpster on the parking lot and shut off lights in your rental area.
4. To return your deposit you must: *(Gyms Rentals)* same as above. In addition, place tables and chairs on appropriate racks unless you have arrangements with the WCCF. Sweep and/or mop gym floors. Remove trash to the dumpsters. Shut off lights in your rental area. Failure to comply with any of these requests may result in forfeiture of your deposit. (partial or all).
5. Lessee has the option to have the WCCF set up and tear down tables and chairs (other than the general set up), this will be a separate charge payable to the WCCF.
6. Lessee will not allow sitting or standing on tables.
7. Lessee will not allow drinks on the dance floor if applicable.
8. Lessee will wipe up any and all spills promptly.

9. Lessee will not use nails, hooks, screws, pins or heavy tape to hang decorations on walls, windows, etc. that will harm the finish and will remove items before leaving the building. No open flame candles will be used.
10. No one under 21 years of age may be served or consume alcohol on the facility premises. Nor shall anyone under 21 sign the contract.
11. Parking is available on Antique City Drive, Walnut Street, and the paved area on the northeast side of the facility. All property brought onto the premises by the Lessee shall be at the risk of the Lessee and the City of Walnut shall not be liable for any loss or damage thereto, or for any injury to Lessee, its agents or employees.
12. You must keep yourself & guests in your rental area only. (Not including the restrooms)
13. No door propping.
14. No animals.

Lessee Agrees:

1. To abide by the rental Policies/Rules for Use as stated in this agreement and to return the facility to its original condition.
2. That the premises will only be used for lawful purposes.
3. The Walnut Community Center Foundation carries a liquor license and will furnish a bar on request. Bartenders will be provided by the Foundation for events in Warrior and Cardinal Halls. For rental of the smaller conference rooms, only beer and wine may be brought in with a homeowner's policy with a \$1,000,000 liability coverage. This proof must be provided to the City of Walnut prior to the event. All users MUST comply with this Policy. and for the cleanup of the area rented. Lessee understands that failure to clean up area and/or damages occurred will result in custodial charges being assessed and/or deposit forfeited Lessee will be responsible for the additional charges and possible criminal charges may be filed.
5. To indemnify and hold harmless the City of Walnut, Walnut Community Center Foundation, and its employees and volunteers from all costs, damages, fines, claims, suits, judgments or award, including attorney fees incurred by the City of Walnut and/or the Walnut Community Center Foundation in the defense of any claim indemnified hereunder, which shall include all claims resulting from (i) injury or death of any person or persons whom Lessee admits to the premises; (ii) the acts of any person or persons whom Lessee admits to the premises; (iii) any violation of the terms of this agreement including Rules for Use by Lessee or anyone admitted to the premises by the Lessee (the violations referred to herein shall include, but not be limited to: violations of the liquor, narcotic or other criminal statutes of the State of Iowa); (iv) any physical damage to the premises or equipment therein cause by Lessee or visitors to Lessee's activities at the premises, normal wear and tear excepted, and (v) Lessee's failure to adequately perform any of the actions which are the Lessee's responsibility.
6. To pay attorney fees, costs and assessments incurred by the City of Walnut/Walnut Community Center Foundation to enforce the terms of this building use and indemnity agreement.

I have read the above statements and hereby accept the terms of this agreement:

Lessee Signature: _____ Date: _____

Printed Name: _____ Date: _____

Will alcohol be served? Yes _____ No _____

I understand the WCC alcohol policy and will comply: Yes _____ No _____

Office Use Only:

Deposit Paid: \$ _____ Date Paid / / _____ () Cash () Check/# _____

Rental Fee Paid: \$ _____ Date Paid / / _____ () Cash () Check/# _____

Building Clean Per Agreement?

Yes/No Comments: _____