

**POLK CITY MILLER PARK SHELTER HOUSE RENTAL APPLICATION AND AGREEMENT**

The undersigned applicant hereby requests to rent the Polk City Miller Park Shelter House, 401 Booth Street, Polk City, Iowa.

This application, if approved by the City, shall become a binding agreement for applicant's use of the Miller Park Shelter House, and applicant shall be bound by all of the terms and conditions for use, as set forth hereinafter. The City reserves the right, in the exercise of its sole discretion, to deny any application for use of the Miller Park Shelter House.

This application must be accompanied by a \$100.00 damage deposit payable by check postdated to the day of use. If this application is denied, the damage deposit will be returned to the applicant upon denial. If this application is approved, the damage deposit will be returned to the applicant after room usage so long as no damage has occurred and all other provisions of the agreement have been complied with. The damage deposit is in addition to all other rental fees.

Applicant is to supply the following information. When completed, return this document with your damage deposit to the City Clerk's Office at City Hall. Call City Hall at 984-6233 to confirm available dates. Date requested is not guaranteed until application and deposit have been received and date approved.

APPLICANTS NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE: HOME \_\_\_\_\_ WORK \_\_\_\_\_

If applicant is not an individual:

NAME OF CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE: HOME \_\_\_\_\_ WORK \_\_\_\_\_

DATE ROOM REQUESTED \_\_\_\_\_ TIME ROOM REQUESTED \_\_\_\_\_

TYPE OF EVENT \_\_\_\_\_

NUMBER OF ATTENDEES EXPECTED \_\_\_\_\_

WILL ADMISSION BE CHARGED \_\_\_\_\_

IS EVENT OPEN TO THE PUBLIC \_\_\_\_\_ FOR PROFIT ENTERPRISE \_\_\_\_\_

(Signature requested on the back of this page)

The City of Polk City reserves the right in the exercise of its sole discretion to deny any application for usage of the Shelter House. In addition, Council will review all rental applications "for profit enterprises" with repetitive use basis. The City reserves the right to terminate immediately any usage of the Shelter House in the event of a violation by the user of any of the terms and conditions hereinbefore set forth or in the event of a violation by the user of any local or state law. In the event of any such termination, the user shall forfeit any damage deposit paid and no refund of any rental fee will be made.

I, the undersigned applicant, hereby state, certify and agree that the information supplied herewith is true and correct; that I have read and understand all of the terms and conditions hereinbefore set forth; that I agree to be bound by and abide by such Terms and Conditions; that I understand and agree that I am solely responsible for all damage to person or property which may occur as a result of my use of the Shelter House in accord with this Application and agreement, including any damage caused by or to any attendees at the event for which I am leasing the Miller Park Shelter House. I further agree to, and do hereby, hold the City of Polk City, its employees, officers and agents harmless, and agree to indemnify them, for any loss or damage to person or property arising from my use of the Community Room or from the conduct of any attendees at the event for which I am leasing the Miller Park Shelter House, including, without limitation, the cost of reasonable attorney fees. If I am a representative of an organization named as Applicant, I certify, state and warrant that I have authority to sign this Agreement on behalf of such organization and to bind such organization to the terms hereof. I understand and agree, that in the event this Application is approved by the City of Polk City, this Application shall become a binding agreement for my use of the Shelter House and I shall be bound by all of the terms and conditions stated hereinabove, including, but not limited to, those stated in this paragraph.

\_\_\_\_\_  
Applicant's Name (printed)

\_\_\_\_\_  
Applicant's Signature

Date \_\_\_\_\_

Title \_\_\_\_\_

**FOR CITY USE ONLY:**

Applicant is \_\_\_\_\_ approved; \_\_\_\_\_ denied.

Mayor approval \_\_\_\_\_

Chief of Police (designee) \_\_\_\_\_

Clerk (designee) \_\_\_\_\_

Deposit made: \_\_\_\_\_ Deposit returned \_\_\_\_\_

Rental fee paid \_\_\_\_\_

Key number \_\_\_\_\_ Key returned \_\_\_\_\_

TERMS AND CONDITIONS FOR USE

PLEASE READ CAREFULLY! FAILURE TO ABIDE BY ANY OF THE FOLLOWING MAY RESULT IN ADDITIONAL FEES AND/OR IMMEDIATE TERMINATION OF THE RIGHT TO USE THE MILLER PARK SHELTER HOUSE.

1. Use of the Shelter House is subject to the following priorities:
  - (a) any City department having a need to use the Shelter House will have precedence over any other user;
  - (b) residents of Polk City shall have precedence over nonresidents;
  - (c) nonprofit organizations shall have precedence over profit organizations;
  - (d) except for those priorities established above, use of the Shelter House shall be on a first come first serve basis.
  
2. The Rental Application must be accompanied by a \$100.00 damage deposit payable by check, post dated to the date of usage. The damage deposit will be held until a complete inspection is made following use of the Shelter House. **Charges for excessive cleanup, damage and/or replacement of items will be deducted from the deposit.** If such charges are in excess of the deposit, a bill for the balance will be issued and be payable by the user.
  
3. The Shelter House will not be rented to any person who is under the age of 21 years.
  
4. All setup and cleanup is to be completed during the specified rental time period. Tables and chairs must be stacked, floors swept and refuse placed in receptacles provided. Mop and broom are available for clean up. All items left in the Shelter House will be disposed of. **CLEAN UP MEANS YOU SHOULD LEAVE THE BUILDING AS YOU FOUND IT.**
  
5. In the event the user causes damage to the Shelter House, or leaves the Shelter House in a condition requiring abnormal maintenance, which in turn causes a delay or cancellation to a subsequent user, the user causing such damage or the need for abnormal maintenance, shall be solely responsible for any refund or fees to the inconvenienced user as well as any consequential damages.
  
6. Alcoholic Beverages. **NO** alcoholic beverages are allowed.
  
7. Use of tape, tacks or nails to attach decorations to walls or ceilings is prohibited. The use of poster gum for that purpose is permitted.
  
8. A container with miscellaneous cleaning items will be provided under the kitchen sink for your use.

KEEP THIS PAGE FOR YOUR INFORMATION. PLEASE READ CAREFULLY!!!

9. In the unforeseen event that the building is not ready for use by an approved applicant, the applicant will be contacted as soon as possible and notified accordingly. The City shall in no event be liable for any damages (beyond the return of deposit and any fees paid) to any prospective user on account of the unavailability of the Shelter House.

10. It is the responsibility of the rental party to cancel a reservation at least fifteen days prior to the date booked. Failure to give fifteen days prior notice of cancellation will result in forfeiture of 50% of the damage deposit.

11. It is the responsibility of the party making the reservation to pick up the entrance key on the date of the reservation between 8:00 a.m. and 4:00 p.m. Those making reservations for Saturday or Sunday must pick up the key on the preceding Friday by 4:00 p.m. The entrance key shall be returned promptly to City Hall following use of the Shelter House.

12. The party using the Shelter House shall, following completion of use, lock all doors, secure all windows and turn off all lights. If the kitchen has been used, all stove burners and ovens shall be turned off and any other posted instructions shall be followed. Any written instructions posted in the Shelter House shall be strictly adhered to.

13. **No smoking** is permitted in the shelter house.

14. **No alcoholic beverages** are allowed.

15. Capacity and available equipment:

Standing Capacity: 137

Chairs only: 98

Tables & Chairs: 45

Kitchen Appliances: 30" stove, refrigerator with small freezer on top, microwave. Trash containers with liners available.

16. If cooking in the kitchen, the rental party will be responsible for supplying all utensils, plus their own coffee, sugar, cream, etc.

17. Fees:

Rental fees for local residents:

All day rental, 8:00 a.m. - 10:30 p.m.	\$115.00
Damage Deposit	\$100.00
Mon-Thurs. 4 Hours	\$ 50.00
Damage Deposit	\$100.00

Rental fees for non residents:

All day rental, 8:00 a.m. - 10:30 p.m.	\$260.00
Damage Deposit	\$100.00
Mon-Thurs. 4 hours	\$100.00
Damage Deposit	\$100.00

All rental fees (in addition to damage deposit) are due and payable not less than fifteen (15) days prior to the date of usage. In the event the applicant fails to pay all rental charges due not later than fifteen (15) days prior to schedule usage, that applicant's priority for the scheduled date of usage shall expire and the Shelter House shall be available to other applicants for the same date. Provided that, if the approved applicant shall pay all rental charges due prior to the approval of another application for the same date, the applicant shall remain entitled to usage for that date.

## Miller Park Shelter House Check Off List

When renting the shelter house you need to make sure the room is in the same condition than before you used it.

	Sweep the floor
	Sweep and mop the floor (if needed)
	Take inside trash to trash cans located outside.
	Wipe off tables & chairs
	Put away tables and chairs (carefully-to avoid damaging them)
	If kitchen was used, wipe off counters, stove, microwave, refrigerator and anything else that you may have used.
	Check bathrooms to see if any major clean up is needed and lights are off
	Make sure the lights are turned off. If thermostat was changed, return it to its original setting.
	Lock the door

The cleaning supplies can be found under the kitchen sink.  
In the janitor's closet is a first aid kit, mop and extra garbage bags if needed.

Thank you.