

Granger Centennial Shelter House Rental Agreement

2200 Walnut Street, Granger, IA 50109

Mailing Address: PO Box 333, Granger, IA 50109

Date of reservation _____ Hours of Reservation 8:00am – 10:00pm

Name _____

Address _____ City _____

State _____ Zip _____ E-mail Address _____

Phone #'s: Home _____ Work _____ Cell _____

Name of Group/Event _____

Number of People Expected _____

Will alcohol be served? Yes / No (SINGLE-SERVE BEER, WINE & LIQUOR ONLY)

Payment Policy – Payment for the rental will be required at the time of reservation. Checks are to be made payable to the City of Granger. Reservation is confirmed when completed form and payment are received. The undersigned will be held responsible for the damage caused to any facilities and will be charged at the rate of 1.5 times the employee's hourly rate for time required to repair, clean up, etc. Minimum charge of \$35 per hour.

Renter's initials: _____

Cleaning & Restoration: - All set-up, clean-up & removal of all decorations must be completed during the specified rental time period. Rental parties may not arrive before 8:00am on the day of rental. Premises shall be cleared by 10:00pm. The picnic tables cannot be moved outside of the shelter house. It is also the responsibility of the Renter to restore the shelter house to the condition existing prior to the renter's occupancy which includes picking up garbage, cans and clearing any decorations.

Renter's initials: _____

Damages: - Renter hereby agrees to indemnify and hold harmless the City of Granger for any damages occurring to the Shelter House during the Renter's occupancy or during occupancy of guests of the Renter during the rental period. Renter also agrees to indemnify and hold harmless the City of Granger for any and all claims, demands, damages or lawsuits that may arise or accrue, of any nature whatsoever, during Renter's rental of the Shelter House, including but not limited to any injuries to persons or property.

Renter's initials: _____

Cancellation Policy – A cancellation of the reservation by the Renter must be made a minimum of 30 days in advance of the date of the reservation in order to receive refund of payment. Renters can reschedule due to inclement weather.

Renter's initials: _____

Food/Beverage Policy – Alcoholic Beverages are only permitted single-serve beer, wine or liquor. No Glass bottles of any kind allowed on City property. Renters shall not solicit or charge fees for payment for food or beverages without proper permits and approval. Renters assume full responsibility for any risk in serving alcoholic beverages on City property. In order to have a food truck at events, the food truck must be permitted with the City of Granger.

Renter's initials: _____

Rental Policies – Shelter rentals reserves the shelter only; the park will remain open to the public. Vehicles are allowed in parking lots only. No vehicles are allowed on grass areas. Rental facilities are located in public parks; therefore, all parking is first-come, first-served and cannot be reserved. Temporary structures such as tents, awnings, canopies, dunk tanks, bounce houses and other inflatable/apparatus including but not limited to those that use water or have water features are prohibited in City Parks. Disturbing the peace through excessive, loud or unusual noise is prohibited. Complaints regarding noise or other disturbances will be turned over to the Police Department.

Renter's initials: _____

COVID-19 WAIVER OF LIABILITY: - The City of Granger cannot prevent you or your guests from becoming exposed to, contracting, or spreading COVID-19 while utilizing the City of Granger's facilities. The City of Granger cleans the facility on a regular basis, but it is not possible to prevent 100% against the presence of the disease. Therefore, if you choose to enter onto or invite guests into the City of Granger's facilities you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19. It is your responsibility as renter to disinfect and clean the facility to your comfort level immediately prior to your gathering. It is also your express responsibility to know, follow, and enforce compliance with Federal and State requirements for gathering of your size.

By signing this agreement, you indicate that you have read and understood the above warning concerning COVID-19, and choose to expressly accept the risk of contracting COVID-19 for myself and/or my guests. Additionally, you hereby forever release and waive your right to bring suit against and hold harmless the City of Granger and its officers, agents, employees, volunteers, and representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the City of Granger's facilities.

Renter's initials: _____

Deposit forfeited for damages or failure to clean or restore: - If, in the sole judgment of the City of Granger, there is damage to the Shelter House, the City of Granger may withhold any or all of the deposit paid by the Renter. This remedy shall be in addition to all other remedies including but not limited to legal action to recover damages. Renter shall be responsible for any and all attorney's fees and expenses incurred by the City of Granger in recovering any amounts due either under this agreement or at law.

Smoke Free Environment: No smoking shall be permitted on city property.

Termination: The City reserves the right to terminate this contract at any time without notice.

Rental Fee: 8:00am – 10:00pm \$25.00

I, the undersigned, hereby state that I have read the above and foregoing contract that I understand all the terms therein and agree to be bound thereby. I understand that my rental is only for the Shelter House and for the date and time specified. Other areas in the park are open to the public. I further agree that my use and occupancy of the Granger Centennial Shelter House and the use and occupancy of the Granger Centennial Shelter House by my guests will comply with all of the terms of this contract.

Today's Date _____ **Rental Date** _____

Signed: _____

Name (Please Print): _____

For Office Use: Date Received: _____ Fee check #: _____