

City of Milford Community Center Rental Rules and Regulations

The Milford Community Center is a perfect place for your next party, reception, business meeting, or social gathering. The 3,500 square foot space seats up to 350 people. The room has built in dividers that split the room in half. Each half seats up to 175 people with its own kitchen that includes an oven, stove, refrigerator, microwave, and other accessories. Rectangle 30"x 96" tables and chairs are provided. Sound System, projector screen, projector (additional \$35 charge), and free wireless internet are available. The room is available for rental from 8 a.m.-12 midnight.

Rental Fees

The Community Center cannot be reserved until the Renter has completed and signed the Community Center Rental Agreement; and rental fee received. The Renter signing the agreement shall be personally responsible for the payment of the rental fee.

Daily Rental Rates are as follows:

| | <u>1/2 Room</u> | <u>Full Room</u> |
|--------------------|-----------------|------------------|
| Event serving food | \$75.00 | \$150.00 |
| Event w/o food | \$50.00 | \$100.00 |
| Events with profit | \$125.00 | \$250.00 |

Events with beer/wine are subject to an additional charge of \$100

Parties selling any alcoholic beverages or allowing guests to bring in their own hard liquor must obtain a liquor license. No license is required for parties serving/giving beer/wine away or where guests will be bringing in their own beer/wine.

Keys

The Police Department will unlock the building before and after the event. If you arrive and the building doors are locked, please contact the Dickinson County Dispatcher at 712-336-2525 and they will send the on duty police officer to unlock the doors before and lock the doors after.

Cancellation

Renter/user may cancel this Lease Agreement by giving notice to the City. If the notice is 6 months or more prior to the rental date the City will refund 100% of the fee. If the notice is 30 days or more prior to the rental date, the City will refund 50% of the rental fee. The rental fee is non-refundable if the Renter/User cancels less than 30 days prior to the rental date.

Clean-Up

All Renter/Users must:

- Clean off tables and chairs
- Return tables and chairs to their original location
- Clean kitchen area
- Take garbage out to dumpster located on the east side of the building surrounded by fence
- Vacuum floor (vacuum cleaner supplied by City)

Clean up of the room must take place immediately following the event. The Renter/User must provide own cleaning supplies. If additional clean-up is required it is at the sole discretion of the City to charge additional clean-up fees. All items brought in by Renter/User must be removed. Any items remaining in the room after 6:00 AM following the rental date will be disposed of or the Renter/User may incur an additional rental fee.

Emergency Numbers: If you encounter a maintenance emergency such as an overflowing/plugged stool, contact 712-330-3100. For all other emergencies contact the Dickinson County Dispatch Center at 712-336-2525 or dial 911.

Rental and Indemnification Agreement, Release Form and Waiver of all Claims

1. **AGREEMENT:** The consideration for being allowed to use the Community Center is that the undersigned voluntarily enters into the following agreement.
2. **RENTER/USER ACKNOWLEDGES AND ASSUMES ALL RISK:** The undersigned hereby voluntarily assumes any and all risks, including injury to their person and their group/guests now or in the future which may be caused as a result of the use of the Community Center.
3. **INTENTION OF THE PARTIES TO COMPLETELY DISCHARGE THE COMMUNITY CENTER AND THE CITY OF MILFORD AND HOLD THEM HARMLESS FROM ALL CLAIMS:** It is the intention of the parties that in consideration for permission to use the Community Center is that the undersigned and all of the undersigned's group/guests voluntarily releases, waives, discharges, and holds harmless the Community Center and the City of Milford and their owners, employees, agents, affiliates, and Insurance Company from any and all claims, demands and causes of action of any nature whatsoever which they, their estates, spouses, family, members, assigns, successors, and others they allow to use the Community Center may have against either or all of them, for, on account of, or by reason of the assumption of risk.
4. **COVENANT NOT TO SUE:** The undersigned covenants that the undersigned shall not now or at any time in the future directly or indirectly commence or prosecute any action, lawsuit, or other proceedings against the Community Center or the City of Milford and their owners, employees, agents, affiliates, and Insurance Company concerning, arising out of, or related to the actions, claims, and demands hereby waived, released or discharged by the undersigned.
5. **ASSURANCE BY THE UNDERSIGNED:** The undersigned has full power, authority, capacity and right without limitation to execute, deliver, and perform this release.
6. **THIS AGREEMENT AND RELEASE IS BINDING AND UNCONDITIONAL:** This agreement and release is unconditional and shall be binding upon the undersigned and the undersigned's spouse, legal representative, heirs, successors, and assigns, and parents or guardians.
7. **THE RENTER /USER AGREES TO INDEMNIFY AND DEFEND THE COMMUNITY CENTER AND THE CITY OF MILFORD:** The undersigned will indemnify and defend the Community Center and the City of Milford and their owners, employees, agents affiliates, and insurance Company, for any lawsuits or causes of action brought against the Community Center, City of Milford and their owners, employees, agents, affiliates, Insurance Company due to the use of the Community Center.
8. **PAYMENT FOR DAMAGES CAUSED BY RENTER/USER:** The undersigned will pay for damages to the facility caused by their use of the facility.
9. The undersigned states that he or she has inspected the premises and found it in good repair and free from any defects.
10. The undersigned understands that he or she is responsible for the Community Center during the time of his or her use and understands that he or she will have to pay for any amounts required to bring the Community Center back into the same condition as it was prior to his or her use.
11. The undersigned shall not allow the sale, possession, consumption of alcohol by anyone under the legal drinking age at any time.
12. THE ABOVE IS GOVERNED BY IOWA LAW IN THE IOWA DISTRICT COURT FOR DICKINSON COUNTY.
13. **THE UNDERSIGNED HAS CAREFULLY READ THE ABOVE:** The above has been carefully read by the undersigned, and the undersigned fully understands its terms and it is voluntarily executed.

Signed this _____ day of _____, _____.

Renter/User Sign Here _____ Age _____

Renter/User Print Here _____

Address _____

Telephone _____

City of Milford
Community Center Rental Agreement
806 N Avenue, Suite 4

City Clerk's Office 712-338-2741; info@milford.ia.us; fax 712-338-2743

Name of Renter/User: _____

Address: _____

City: _____ Zip Code: _____

Contact Person (If different than Renter/User): _____

Phone: _____

Email address: _____

Type of Event: _____

Rental Date/Dates: _____

Beginning Time: _____ End Time: _____

Rental Fee: _____

Date Paid: _____ Cash or Check No. _____

Agreement

I, the undersigned, have carefully read and understand the terms and conditions of this agreement. I agree to fully abide by the terms of the agreement. I have voluntarily executed this agreement.

Signature of Renter/User: _____ Date: _____

City of Milford: _____ Date: _____