

**LION RALPH WHITTEN SHELTER HOUSE RENTAL AGREEMENT**  
**Urbandale Parks and Recreation      Phone # : 278-3963**

**LION RALPH WHITTEN SHELTER HOUSE**  
72<sup>nd</sup> and Aurora Avenue, Urbandale.  
**This facility is air-conditioned.**

The number of people using this shelter is NOT to exceed 100 persons.  
**NO SMOKING IN THE SHELTER HOUSE.**

**PLEASE READ THIS CONTRACT CAREFULLY. Questions? Please call 278-3963**

**Contract #** \_\_\_\_\_

**Today's Date** \_\_\_\_\_

**RENTAL FEES**

**RESIDENT**

8:00 AM – 3:00 PM      \$ 175  
4:30 PM – 10:30 PM    \$ 150  
8:00 AM – 10:30 PM    \$ 300

**NON-RESIDENT**

8:00 AM – 3:00 PM      \$ 215  
4:30 PM – 10:30 PM    \$ 190  
8:00 AM – 10:30 PM    \$ 340

***The full amount of your check is deposited the date your contract is signed.***

The City of Urbandale, Owner, and \_\_\_\_\_ as Lessee, hereby enter into the following Rental Agreement for **LION RALPH WHITTEN** Park Shelter House under the following terms and conditions:

1. Lessee shall have possession of the premises on \_\_\_\_\_. Rental time is from \_\_\_\_\_ to \_\_\_\_\_. This **INCLUDES** your set-up and clean-up time. You are charged according to your specific rental time. Occupying the facility early or staying past your specified time affects custodial cleaning and other rentals. Failure to observe your specified rental times will result in additional charges and/or withholding from your deposit (minimum \$50.00 fee). Even though a key is issued prior to the rental time, Lessee agrees **not** to occupy the building outside of the designated rental time \_\_\_\_\_ (initials). Rental is for the following activity:  

Approximate number of people to use the facility will be \_\_\_\_\_. (Max 100). Lessee must be at least 21 years of age to rent shelter. City Ordinance 5.17.15 states, parks are closed from 10:30 p.m. until 6:00 a.m. to all persons.
2. A key **WILL** be issued to Lessee for use of the room. Please pick up the key at the Park & Recreation office between 8:00 a.m. – 4:30 p.m. on \_\_\_\_\_. There will be a \$10.00 charge deducted from your deposit if the key is not returned. In case of emergency only during your rental, you may call the custodian at phone #\_\_\_\_\_.
3. Live music is allowed in the shelter. Live music is allowed outside the shelter before 9:00 p.m. If you wish to have music outdoors after 9:00 p.m., you must complete a noise control waiver located on our website, [www.urbandale.org](http://www.urbandale.org). Smoke or vapor machines of any kind are not allowed in the facility.
4. Lessee shall pay a rental fee in the amount of \$ \_\_\_\_\_, said sum to be paid at the time of execution of the Agreement, the amount being computed according to the schedule or rent stated above.
5. If cancellation/changes are necessary, Lessee must cancel/change at least fourteen (14) days before rental date, or rental fee will NOT be refunded. Damage deposit will be refunded. Any cancellations or changes in rental dates and times must be done in person at Park and Recreation office. *Changes and/or cancellations **cannot** be made by phone.*

(CONTINUED FROM FRONT)

6. A deposit of \$ 100.00 is paid at the time this Agreement is executed and shall be refunded to Lessee (by mail approximately 2 weeks following rental) if all the regulations are abided by and the premises are left in the same condition after Lessee vacates as it was immediately prior to the occupancy thereof by Lessee. Any extra expenses incurred for additional time or cleaning by Park and Recreation staff (or representative) will be deducted from the deposit.
7. There are approx. 10 – 8’ rectangular tables and 75 chairs. All tables and chairs must be folded and put away in their proper place before Lessee is finished with rental. Trash must be collected in garbage bags and left **OUTSIDE** the building by the northeast door. Floor must be vacuumed, swept, and/or mopped at the end of rental. Premises must be left in the same condition after Lessee vacates as it was immediately prior to occupancy.
8. The Lessee hereby warrants that they will be personally responsible for the cost of repair of any damage over and above that covered by the damage deposit. Lessee recognizes the City is not responsible for lost or stolen items of any kind. Smoking is not allowed.
9. **If alcohol will be present at rental, only bottles or cans are allowed. NO kegs are allowed.** If the day of your rental will include a cash bar or a venue that sells alcohol at this facility, you will need to acquire a license through the State of Iowa Alcoholic Beverage Division at [www.iowaabd.com](http://www.iowaabd.com). This application can take up to 6 weeks. The State will notify the City of Urbandale when your application has been approved.
10. Our shelters are located in public parks and, therefore, all parking is first-come, first-serve and cannot be reserved.
11. In consideration of the City of Urbandale renting the Shelter House in question, Urbandale Police Officers shall have the right to enter said premises to determine if there are violations of the Urbandale code or State Code of Iowa.
12. If the activity will require the use of tent, canopy, membrane, bouncy house, etc.: Lessee will need to complete the online “Special Event Application Form” on the City website at <http://www.urbandale.org/formcenter/special-event-permit-application-6/city-of-urbandale-special-event-permit-a-48>
13. In consideration of the use and occupancy of the facility and grounds, Renter does hereby agree to protect, indemnify, and hold harmless the City, its agents, employees, or representatives from all injury or damages to persons or property or claims thereof arising out of the Renter’s event, and further be responsible for all expenses for litigation arising from any such claim. If any litigation on account of such claims shall be commenced against the City, its agents, employees, officers, or representatives, the Renter, upon notice thereof from the City, shall defend the same at the Renter’s own cost and expense; and the record of any judgment rendered against the City on account of such claims for damages shall be conclusive as against the Renter, and entitle the City to recover the full amount thereof, with interest and costs and attorney fees incurred by the City and right of action therefore shall accrue to the City as soon as judgment shall have been rendered, whether the Renter shall have paid the amount or not.
14. The parties hereto by signing and initialing this Agreement, hereby acknowledge that they have read this Agreement and understand the terms and conditions herein stated and agree to abide by the same. Failure to abide by all the rules and regulations as stated in this contract may result in denial of future rentals.

\_\_\_\_\_  
Lessee Signature                      Address (please print)                      City, Zip                      Home Phone                      Cell/Work Phone

Department Representative \_\_\_\_\_ Total Amount Paid: \_\_\_\_\_ + 100 (dep.) = \_\_\_\_\_

Deposit Requested: Date \_\_\_\_\_ Amt. \_\_\_\_\_ Payment by: CASH or CHECK # \_\_\_\_\_  
Credit Card \_\_\_\_\_ 2/17