

# City of Fredericksburg Community Center Facility Use Agreement

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Fredericksburg, Iowa, and \_\_\_\_\_ ("Renter").

WHEREAS, City of Fredericksburg leases space in the building located at 151 W. Main Street, Fredericksburg, Iowa 50630 for events.

WHEREAS, Renter desires to use certain space for an event, and City of Fredericksburg is willing to permit Renter to use the space for an event on the following terms and conditions.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SPACE. The space is located on the ground floor of the building within the premises.
2. EVENT. Renter may use the space for the following event: \_\_\_\_\_

\_\_\_\_\_  
3. CONTRACT PERIOD. The contract period is on \_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_.

4. PERMITTED USE. Renter may use the space for the event and for no other purpose. No other use may be substituted for the event without prior consent of City. Any additional use of the space beyond the event will not be permitted without City's prior approval. The total occupancy of the space shall not exceed the capacity of the space. Renter acknowledges having received a copy of the Rental Rules and agrees to abide by them and such rules are incorporated herein.

5. FEES. Renter shall pay to City a security deposit and rental fee for use of the space. All payments are to be made by cash or check payable to "City of Fredericksburg."

A. RENTAL FEE: \_\_\_\_\_

B. SECURITY DEPOSIT: \_\_\_\_\_

Use of the space is not guaranteed until this Agreement has been fully executed by Renter and both the Rental Fee and Security Deposit has been received by the City. The Security Deposit shall be returned to Renter only if Renter has fully and faithfully complied with all the terms, provisions, rules and conditions of this Agreement and shall surrender the space to City in the condition required by this Agreement.

6. CONDITION OF SPACE. Renter shall not make any changes or alternation to any part of the interior or exterior of the space or any other part of the building. Renter shall take good care of the space and upon completion of the event, shall restore the vacated space to its condition prior to Renter's entry. Renter agrees that all tape and markings will be removed from the space and the space shall be clean and in good order and repair upon completion of its rental. Renter shall be responsible for any damaged caused to the space or the building.

7. INDEMNIFICATION. Renter shall defend, indemnify and hold harmless the City from any and all claims, demands, damages, judgments, or liabilities (including liabilities for fines, penalties, and reasonable attorney's fees, disbursements and other litigation costs) of any nature whatsoever resulting from or arising out of, in whole or in part, the Event or other subject matter of this Agreement; provided, however, Renter shall not be obligated to indemnify the City for any loss that is finally judicially determined to have been caused by the City's willful misconduct.

IN WTINESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF FREDERICKSBURG

RENTER

\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

## **City of Fredericksburg Community Center Rental Rules**

To ensure a clean, safe, and respectful environment for all users of the Community Center, the following rules apply to all individuals and groups renting the facility. By signing the rental agreement, the renter agrees to abide by these rules.

### **1. Reservations and Payments**

- Reservations are on a first-come, first-served basis.
- A signed rental agreement and full payment (including deposit) are required to secure the date.
- Rental fees and deposit amounts are set by the City and are subject to change.
- Cancellations must be made at least 7 days in advance for a refund (excluding deposit).

### **2. Hours of Use**

- The Community Center is available for rental between [Insert Start Time] and [Insert End Time].
- All events must end, and cleanup completed, by the designated end time.
- The renter must ensure the facility is vacated promptly at the end of the rental period.

### **3. Setup and Cleanup**

- Renters are responsible for setting up and taking down tables, chairs, and decorations.
- All decorations must be removed immediately following the event.
- Tape, nails, staples, or tacks may not be used on walls, ceilings, or floors.
- The facility must be left in a clean condition. Trash must be placed in designated receptacles or taken out to the dumpsters.
- Floors must be swept and spills mopped.

### **4. Damage and Liability**

- Renters are responsible for any damages to the building, furnishings, or equipment.
- The City reserves the right to retain part or all of the deposit to cover cleaning or damage repair costs.
- The City is not responsible for accidents, injuries, or lost/stolen personal property during the rental.

## **5. Alcohol and Smoking**

- Alcohol may only be served with prior approval and must comply with all applicable state and local laws.
- Renters may not bring in any alcohol; if alcohol is to be served, a bartender must be hired through the City of Fredericksburg.
- Smoking and vaping are strictly prohibited inside the building.

## **6. Noise and Conduct**

- Music and noise must be kept at a reasonable level and comply with local noise ordinances.
- The use of smoke machines, fog machines, or similar devices is strictly prohibited inside the facility due to the risk of triggering fire alarms or causing ventilation issues.
- Disorderly conduct, illegal activity, or abusive behavior will result in immediate termination of the event and forfeiture of deposit.
- Children must be supervised at all times.

## **7. Parking**

- Parking is permitted only in designated areas. Do not block driveways or emergency access routes.

## **8. Key Access**

- A key (or access code) will be provided to the renter prior to the event and must be returned immediately afterward as instructed.
- Failure to return the key may result in a fee or forfeiture of deposit.

## **9. Kitchen Use**

- If use of the kitchen is included in the rental, all appliances, surfaces, and sinks must be cleaned after use.
- Renters must bring their own kitchen supplies, utensils, and towels.

## **10. Compliance**

- Renters must comply with all applicable city, county, and state laws.
- The City reserves the right to refuse future rentals to individuals or groups who violate any of these rules.