**COMMUNITY CENTER**

**RELEASE AND WAIVER OF LIABILITY,**

**ASSUMPTION OF RISK AND INDEMNIFICATION**

I\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Lessee, voluntarily sign this Release

and Waiver of Liability, Assumption of Risk and Indemnification in favor of the Community Center of Truro, Iowa, in consideration for the opportunity to use the Community’s facilities as Follows:

Community Center, 100 S. Railroad St., Truro, Iowa 50257

The Lessee shall defend, indemnify and hold harmless the Community Center,

and its officials, employees and agents from any liabilities, judgments, losses, costs or

charges (including attorney’s fees) incurred by any of its officials, employees or

agents as a result of any claim, demand, action or suit relating to any bodily injury

(including death), loss or property damage caused by, arising out of, related to or

associated with the use of the Community Center by the Lessee or by the Lessee’s guests or

invitees.

The Lessee knows, understands and acknowledges the risks and hazards

associated with using the Community Center and hereby assumes any and all risks and

hazards associated therewith. Lessee hereby irrevocably waives any and all claims

against the Community Center or any of its officials, employees or agents for any bodily injury

(including death), loss or property damage incurred by Lessee as a result of using the

Community Center and hereby irrevocably releases and discharges the Community Center and any of its officials, employees or agents from any and all claims of liability.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS,

UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING

IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR

ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND

UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT

ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS

AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING,

SHALL CONTINUE IN FULL FORCE AND EFFECT.

I HAVE READ THE COMMUNITY CENTERS POLICIES AND, FULLY UNDERSTAND ITS TERMS AND WAS GIVEN A SET OF RULES

RENTING

\_\_\_\_\_\_Entire Hall \_\_\_\_\_ Small room only Date for rental \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSEE

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Today’s date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMMUNITY CENTER POLICIES

 **RESERVATIONS** On first come, first serve basis as determined by Officials.

* Phone reservations held for 5 days pending receipt of deposit. If not received, reservation will be null and void.
* Rental fee, covering all time needed to decorate and clean-up, due no later than on (1) day before scheduled rental.
* Lessee must voluntarily sign a Release and Waiver of Liability, Assumption of Risk and Indemnification form.

**RATES / HOURS**

* No event activities shall end later than 2:00 am.
* No access to the building outside the rental period, unless approved by officials.

  **Rates for rentals, deposit fee equals one day’s rental fee.**

**1 DAY**

 $100 for resident of Truro or within Ohio Township / $150 for non-residents

**2- 3 CONSECUTIVE DAYS**

 $75 for resident of Truro or within Ohio Township / $125 for non-residents per day.

**4- 7 CONSECUTIVE DAYS**

 $50 for resident of Truro or within Ohio Township / $100 for non-residents per day.

**PARKING**

* Parking available on North and West sides on the building. Additional parking is available across the street in the parking lot.

**CANCELLATIONS**

* Deposit returned if five (5) days or more notice of cancellation is given to the officials.
* Officials will review for refund if an emergency or extenuating circumstance arises and cancellation happens.
* Officials retain right to cancel for valid reasons with as much notice as possible and deposit will be fully refunded.

 **OFFICE HOURS : 641-765-4586**

**AFTER HOURS 515-371-5994 OR 515-208-8141**

**DEPOSIT REFUNDS**

* Deposits will be mailed or available for pick-up seven (7) days after rental.
* If no damage or loss, beyond normal wear occurs, no missing property and the clean-up checklist has been completed and signed; the deposit will be fully refunded.
* If the center has not been cleaned, no deposit will be refunded.
* Any damage beyond the value of the deposit, the lessee shall be billed additional and the deposit applied to total charge.

**USAGE RULES**

* Fee includes usage of the building, rest rooms, and kitchen area.
* The lessee is responsible for preparing the center for their individual use and returning it to its original condition.
* All doors of the building must remain unlocked during the event.
* No windows are to be covered for any reason.
* Food and beverages may be brought into the facility at no additional charge.
* Alcohol shall be consumed in accordance with the laws of State of Iowa.
* No illegal activities on the premises.
* The Community Center is not responsible for items left, lost or stolen.
* Completed and signed Clean-up list is to be left on the Kitchen counter for officials to review.

COMMUNITY CENTERCLEAN-UP CHECK LIST

PLEASE COMPLETE AND PLACE IN CHECK LIST KITCHEN COUNTER

**THIS CHECK LIST MUST BE FILLED OUT, AND SIGNED BEFORE YOUR DEPOSIT IS RETURNED**

Please Initial Each Task Completed. All tasks must be completed and check list signed and turned in to process deposit return.

\_\_\_\_ WIPE DOWN ALL TABLES AND CHAIRS USED FOR YOUR EVENT

 \_\_\_\_ ALL TABLES IN THE **LARGE** ROOM MUST BE LEFT SET UP AS FOUND, CHAIRS MUST

 PUT BACK IN RACKS

 TABLES AND CHAIRS IN **SMALL** ROOM MUST BE LEFT SET UP AS FOUND

 \_\_\_\_ KITCHEN FLOOR MUST BE SWEPT THEN MOPPED.

\_\_\_\_ SWEEP ENTIRE HALL AND MOP IF NECESSARY.

\_\_\_\_ CLEAN KITCHEN, REMOVE ALL FOOD AND DEPOSIT INTO GARBAGE BAGS - GARBAGE BAGS FROM YOUR EVENT CAN BE PLACED IN THE DUMPSTER BEHIND CITY HALL - (north side of the alley directly behind LIBRARY)

\_\_\_\_ CLEAN STOVE, COUNTERTOPS AND SINKS

\_\_\_\_ CLEAN AND REPLACE ALL UTENSILS USED

\_\_\_\_ REMOVE ALL FOOD ITEMS ON COUNTER AND IN THE REFRIGERATOR

\_\_\_\_ REMOVE ALL DECORATIONS, TAPE, SIGNS (INTERIOR AND EXTERIOR)

\_\_\_\_ REMOVE ALL PERSONAL BELONGINGS, COATS, BAGS, ETC

\_\_\_\_ CHECK ALL FANS AND ALL LIGHTS, TURN THEM OFF - INCLUDING BATHROOMS

\_\_\_\_ MAKE SURE ALL DOORS AND WINDOWS ARE CLOSED AND LOCKED AFTER YOUR EVENT

\_\_\_\_ LEAVE RENTAL KEY IN DROP BOX LOCATED AT CITY HALL

**IF HALL IS NOT LEFT AS YOU FOUND IT AND ADDITIONAL CLEANING IS NEEDED A CHARGE OF $20 PER HOUR WILL BE DEDUCTED FROM YOUR DEPOSIT**I ACCEPT THE ABOVE CONDITIONS AND HAVE COMPLETED THE ABOVE CHECK LIST (PLEASE INITIAL ALL ITEMS AS COMPLETED).

PRINT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_

 CITY’S SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ APPROVAL OF COMPLETION (Sign & date)