



29 5th St S Humboldt, IA 50548 || 515-604-6494 || paxtonp@cityofhumboldt.org

City of Humboldt Rental Rules & Regulations

The Humboldt Community Center is a perfect place for your next party, reception, business meeting, or social gathering. The Community Center is roughly 1,875sq ft facility and has a full kitchen that includes 2 ovens/stoves, refrigerator, microwave, and other accessories. 10 Rectangle 30"x 96" tables, circular tables, and chairs are provided. The facility also has Wi-Fi capabilities. The Community Center is available for rental from 7 a.m.-12 midnight.

Rental Fees:

The Community Center cannot be reserved until the lessee of the Community Center ("Lessee") has completed and signed a Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Release") and rental deposit is received. Lessee signing this Release shall be personally responsible for the payment of the rental fee. Reservations can be made up to a year prior to event. The rental rate is \$125 for the day and a \$125 rental deposit. The \$125 rental deposit and \$125 rental fee are due when making the reservation. The deposit will be returned to Lessee once the key is returned and facility has been inspected. Deposits from Friday, Saturday, or Sunday rentals will not be returned until the following Monday.

Alcohol Policy:

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. All Iowa liquor laws must be adhered to, including no alcohol consumption by anyone under 21 years old.

Keys:

Lessee can pick up the key for the community center at 7am the day of rental (at the earliest) from the Recreation Director at the Humboldt Recreation Center (1501 Wildcat Rd). If the day before set up fee is paid the key can be picked up by 5pm the night before rental. The key must be returned by 10am the day after usage. Lessee will not receive a key until the rental fee and key deposit are made.

Allowed Usages:

The Humboldt Community Center is available to private Lessees, businesses, organizations, and community groups for events, meetings, workshops, or other usages. Lessees are not allowed to charge admission, have prior ticket sales, or registration fees unless pre authorized by City Administrator and Recreation Director.



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Cancellation:

Lessee may cancel its rental by giving notice to the City of Humboldt Recreation Director. If the notice is given 48hrs or more prior to the rental date the City of Humboldt Recreation Department will refund 100% of the fee. If the notice is given less than 48hrs prior to the rental date only 50% of the rental deposit will be refunded.

Prohibited Actions:

- No propane tanks are allowed inside the Community Center including those used for gas grills.
- No animals of any kind shall be allowed in the premises (with the exception of an individual service animal).
- No smoking is allowed inside the building.
- No glass bottles intended for individual consumption are permitted. No hard liquor is permitted (unless a liquor license is obtained). Only beer, wine, wine coolers or champagne is permitted.

Decorating Guidelines:

- The rented area will be available to you at 7am the day of rental. If desired, it may be made available the night before or the morning after, for set-up or tear-down for an additional fee of \$50.
- Staples, nails, duct tape, 2-faced tape or thumb tacks or any other like materials are not permitted. Only painters' tape (supplied at facility) must be used to hang decorations.
- Table decorations or free-standing decorations are preferred.
- Candles and open flames not permitted.
- Glitter, rice, confetti, silly string, or any other like materials are not permitted.
- No bird seed, bubbles, bubble machines, or fog machines are permitted inside, but may be used outside.
- Lessee is required to remove and properly dispose of all decorations.



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Clean-Up:

Lessee must:

- Garbage must be bagged and put in dumpster outside of building.
- All cardboard must be broken down and stacked by dumpster.
- Clean all appliances including stove, oven, microwave, and others if used during the rental period.
- All belongings must be removed from refrigerator and freezer and clean after rental period.
- All counter tops and tables must be wiped down after use.
- Any items used in the kitchen must be washed and put away.
- All decorations must be taken down and disposed of.
- All tables and chairs must be racked and put away.
- Sweep floors in kitchen, main space, and entryways.
- Turn off all lights and ceiling fans.
- Make sure all doors are locked.
- Set thermostat to 72 degrees.
- If the community center is not cleaned or sustained damage the City of Humboldt may keep the \$125 key deposit.

Clean up of the room must take place immediately following the event. Lessee may use the cleaning supplies (paper towels, mop, garbage bags, Etc.) at the facility. If additional clean-up is required it is at the sole discretion of the City of Humboldt to charge additional clean-up fees. All items brought in by Lessee must be removed. Any items remaining in the room after 6:00 AM following the rental date will be disposed of or Lessee may incur an additional rental fee.

Emergency Numbers:

If you encounter a maintenance emergency such as an overflowing/plugged stool, contact 515-604-6494. For all other emergencies contact the Humboldt County Dispatch Center at 515-332-2471 or dial 911.



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CITY OF HUMBOLDT COMMUNITY CENTER RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release") is signed as consideration for being allowed to use the City of Humboldt Community Center (the "Community Center") by the City of Humboldt, Iowa (the "City"), together with its officers, employees, directors, members, volunteers, instructors, sponsors, agents, and others acting on its behalf, including others who give recommendations, directions, or instructions or engage in risk evaluation, loss control, or insurance activities regarding any activity at the Community Center and each of them, their directors, officers, agents, and employees (all collectively referred to herein as the "Released Parties"), I, the undersigned, on behalf of myself, my guests and invitees, and all of my personal representatives, executors, administrators, minor children, heirs, next of kin, successors, and assigns (myself and all others collectively referred to herein as the "Releasers") hereby agree as follows:

1. I acknowledge that my rental of the Community Center (the "Rental") may entail known and unanticipated risks that could result in physical or emotional injury, permanent disability, death, injury/damage, or severe social and economic losses which might result not only from my own actions, inactions or negligence, but the actions, inactions, or negligence of others, the condition of the premises, or of any equipment used. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Community Center.

2. I expressly agree and promise to accept and assume all of the risks existing with and inherent in the Rental. The Rental is purely voluntary, and I elect to participate in spite of the risks.

3. I WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE RELEASED PARTIES FROM ALL LIABILITY TO THE RELEASERS FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON, OR PROPERTY, OR DEATH ARISING OUT OF OR RELATED TO THE RENTAL OR USE OF THE COMMUNITY CENTER, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

4. I expressly agree to indemnify, defend, and hold harmless the City, its elected and appointed officials, directors, employees, volunteers, agents, their predecessors, successors, and assigns from and against any and all liabilities, disputes, claims, demands, cause of actions, lawsuits, damages, judgments, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees, asserted or recovered against the City, by reason of or resulting from any injury or damages to persons, including but not limited to any personal injury, including death; or damages to any property, including but not limited to any loss of use thereof, and economic damages claimed, caused, arising out of or in connection with the Releasers, including Releaser's employee's, agent's, representative's or subcontractor's, acts, errors, omissions, default, breach, mismanagement, or



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negligence in the performance of the terms, obligations, or duties imposed by the terms of this Release or required by law. This provision shall survive the expiration or termination of this Release.

5. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE RENTAL OR USE OF THE COMMUNITY CENTER, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

6. I hereby grant permission and authority to the Released Parties to obtain prompt medical attention in the event I or my guests or invitees become injured. I also expressly acknowledge that injuries received may be compounded or increased by medical attention or rescue operations by the Released Parties and hereby agree to accept any and all risks of property damage, personal injury, and/or death arising out of or related to such medical attention or rescue operations by the Released Parties. Should medical treatment be required during or following the Rental, I certify that I have adequate insurance to cover any injury suffered while participating and agree to bear the additional costs of such injury. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

7. I assume all the foregoing risks and accept personal responsibility for all expenses, medical or otherwise, following any such damages, injury, permanent disability, or death.

8. I represent that I and my guests and invitees are in good physical condition, and I am not aware of any disease or injury that would be aggravated or result in being incapacitated or injured during the Rental.

9. I understand that I and my guests and invitees have a right to insure ourselves against injuries which may result from the Rental and agree to name the Released Parties as additional insureds.

10. I specifically recognize and agree that loss and cost described herein include reasonable attorneys' fees, expert expenses, and litigation costs incurred in the defense of any claim(s) identified above.

I agree that this Release extends to ALL NEGLIGENT ACTS by the Released Parties, and is intended to be as broad and inclusive as is permitted by the laws of the State of Iowa, and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The terms of the Release shall be construed as the entire agreement and may not be altered, amended, or modified. This Release shall be governed by the laws of the State of Iowa and shall remain in effect for the duration of the Rental, unless expressly stated otherwise herein.

[Signature Page Follows]



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City of Humboldt Community Center

607 1st Ave S Humboldt, IA 50548

Rental and Indemnification Agreement, Release, and Waiver

Name of Undersigned: _____

Organization: _____

Contact Person (If different): _____

Address: _____

City: _____ Zip Code: _____ Phone: _____

Email address: _____

Type of Event: _____

Rental Date/Dates: _____

Beginning Time: _____ End Time: _____

Rental Deposit: \$125 Date Paid: _____ Cash or Check No. _____

Rental Fee: \$125 Date Paid: _____ Cash or Check No. _____

Day before or after set up: \$50 Date Paid: _____ Cash or Check No. _____

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

Signature: _____

Date: _____

Name: _____