

**CITY OF NEW HAMPTON  
COMMUNITY CENTER USE AND INDEMNITY AGREEMENT**

112 E Spring Street    New Hampton, IA 50659

**Note: Contact 641-394-5906 to arrange to pick up the key prior to the event date.**

Rental Date: \_\_\_\_\_ Type of Event: \_\_\_\_\_

Hours Reserved: \_\_\_\_\_ Number in Party: \_\_\_\_\_

Contact Person: \_\_\_\_\_ SS# or Driver's License # \_\_\_\_\_

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

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

**Rental Amount - \*\$80.00 Deposit Amount - \$40.00 Rent Amount** Date Paid: \_\_\_\_\_ ( ) Cash ( ) Check  
*\*(Two separate checks, please.)*

***Rental Policies/Rules for Use:***

1. The City reserves the right to cancel the agreement if use of the facility for official City activities is necessary at the time and date of the reservation.
2. Activities must be finished and building vacated by no later than 11:00 p.m. and **8:00 p.m. on Friday, Saturday, and Sunday.**
3. **Prohibited Activities: Smoking, sale or consumption of alcohol or illegal drugs, any illegal activity.** Any violation of law will constitute cause for immediate cancellation of this lease by lessor.
4. Do not plug too many appliances into the outlets or the breaker will trip and you will not be able to reset it.
5. All equipment and furnishings will be returned to their original location and arrangement by lessee before leaving the building and returning the key to the City.
6. Lessee will turn off all lights and make sure the outside doors are locked.
7. Lessee will not allow sitting or standing on tables.
8. Lessee will sweep, mop or vacuum floor as needed to return facility to original condition.
9. Lessee will wipe up any and all spills.
10. Lessee will not affix or hang items on walls, windows, etc., and will remove any items before leaving the building.
11. Lessee will not leave furniture or equipment that is not owned by the City of New Hampton in the facility, unless specifically approved by the City Clerk.
12. Lessee will return the key in the drop box at City Hall when the lease period is completed.

***Lessee Agrees:***

1. To abide by the policies and procedures set out in this agreement, and to return the facilities in the same condition as when they arrived.
2. That the premises will only be used for the purpose stated above.
3. To be responsible for any and all damages that may occur during the time of occupancy and for the cleanup of the area rented. Lessee understands that failure to clean up area and/or damages occurred will result in a loss of deposit being returned. If clean-up or repair charges exceed the deposit amount, lessee will be responsible for the additional charges and possible criminal charges may be filed.
4. To indemnify and hold harmless the City, the Mayor and City Council, and its employees from all costs, damages, fines, claims, suits, judgments or awards, including attorney fees incurred by the City in the defense of any claim indemnified hereunder, which shall include all claims resulting from (i) injury or death of any person or persons whom Lessee admits to the premises during the rental period; (ii) the acts of any person or persons whom Lessee admits to the premises during the rental period; (iii) any violation of the terms of the agreement including Rules for Use by Lessee or anyone admitted to the premises by the Lessee during the rental period, (iv) any physical damage to the premises or equipment therein caused by Lessee or visitors to Lessee's activities at the premises during the rental period, normal wear and tear excepted, and (v) Lessee's failure to adequately perform any of the actions which are the Lessee's responsibility.

I have read the above statements and hereby accept the terms of this agreement:

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

Date: \_\_\_\_\_