

# Gilbert's Red Buchman Community Center

## RENTAL CLEAN-UP CHECKLIST

Rented By: \_\_\_\_\_ Deposit \$ \_\_\_\_\_

Date & Time: \_\_\_\_\_

There will be a \$10 penalty for each item not completed as of inspection. There will also be a \$50 per hour cleaning charge, with a one hour minimum for all things not cleaned.

- |   |     |    |
|---|-----|----|
| <b>1. RESTROOM TRASH, removed to dumpster</b>   | Yes | No |
| <b>2. Floors swept/soiled areas mopped</b>  |     |    |
| A. Main Room  | Yes | No |
| B. Entrance/hallway   | Yes | No |
| C. Kitchen  | Yes | No |
| D. Restrooms  | Yes | No |
| <b>3. Table tops wiped off/extra tables put away as found</b>   | Yes | No |
| <b>4. Chairs clean &amp; stacked/extra put away <u>as found</u></b><br>(four or five round tables with 8 chairs each)   | Yes | No |
| <b>5. Refrigerator &amp; microwave cleaned</b>  | Yes | No |
| <b>6. All food &amp; personal items removed</b>   | Yes | No |
| <b>7. All trash removed to dumpster</b>   | Yes | No |
| <b>8. Clean bags replaced in trash cans</b>   | Yes | No |
| <b>9. All lights turned off</b>   | Yes | No |
| <b>10. All doors &amp; windows closed securely &amp; locked</b><br>(three exterior and one cleaning closet in bathroom) | Yes | No |

Inspected by: \_\_\_\_\_ Date: \_\_\_\_\_

Deposit withheld:      Yes      No

If yes, please explain:

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

**PLEASE LEAVE THIS COMMUNITY CENTER AS YOU FOUND IT!**

Rent received \_\_\_\_\_ \$ \_\_\_\_\_ Deposit returned \_\_\_\_\_ \$ \_\_\_\_\_  
(date) (date)

Renter's signature \_\_\_\_\_ Phone \_\_\_\_\_

# Gilbert's Red Buchman Community Center

## Rules and Regulations

**CONTACT & HOURS:** Gilbert City Hall is the contact agency for the Community Center. Phone number is (515) 233-2670. Office hours: 7:00 a.m.- 3:30 p.m. Monday through Friday. Gilbert City Hall is closed holidays, or as posted.

**FEES:** Two (2) separate checks are to be submitted for the reservation security deposit, and the rental fee(s). The rental fee will be immediately deposited upon receipt. The security deposit will be held, and will be returned within seven (7) days after inspection of the premises following a satisfactory inspection report by maintenance/cleaning staff that everything has been left clean and in order, as outlined, and the return of the key. *Note:* If the inspection report indicates less than satisfactory findings, the security deposit will be retained for repairs resulting from any damages, cleaning or other expenses deemed in excess of the agreement. Lessee will be provided with a copy of this inspection check off report. If the Lessee cancels a reservation within 30 days of the event, the City may retain the rental fee as damages.

**KEY:** The Lessee may pick up the key to the premises no more than two (2) days prior to the rental date, unless otherwise arranged. The key is to be returned one (1) day after the rental use either during office hours or drop slot, unless otherwise arranged. **BUILDING KEYS ARE THE PROPERTY OF THE GILBERT RED BUCHMAN COMMUNITY CENTER (CITY OF GILBERT), AND AS SUCH, SHALL NOT BE DUPLICATED.**

**CLEANING:** The Lessee is expected to remove their foodstuff and trash from the building; sweep and/or mop the floors, wipe the tables clean; and return the tables and chairs to their original locations. Cleaning supplies will be provided. The Lessee must haul all garbage to the outside dumpster. Clean-up must be completed

### **RULES:**

1. Nothing is to be adhered to the walls, ceilings, woodwork, etc. **The use of adhesives, nails, and thumb tacks, or staples for hanging decorations or other items on any surface of the building is prohibited.**
2. Do not mark on or decorate the windows. No smoking is allowed in or around the perimeter of the building other than designated areas.
3. Tables and chairs are to be returned to the area they were found. **DO NOT** lean tables or chairs against the walls at any time.
4. Tables and chairs are **NOT** to be taken outside the building.

5. Remove all food and garbage from the premises. Take with you, or place in the outside dumpster at the rear of the building.
6. Do **NOT** slide tables. Lift and move them with two people.
7. Lessee agrees to be personally responsible for turning off all lights, and securely locking ALL doors.
8. Residents, organizations, and businesses within the corporate limits of Gilbert may have liquor on the premises provided they meet the legal age and the waiver below is signed, releasing Lessor from any and all liability. NOTE: A liquor license may be required depending on how Lessee plans to serve the alcohol.
9. The Lessor reserves the right to refuse rental of the Community Center to any person or organization that has previously failed to comply with the rules and regulations of the Community Center, has failed to pay for previous use or damage to the Community Center.

I have read, understood, and accept all of the foregoing rules and conditions for the rental of the Red Buchman Community Center.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor Representative

\_\_\_\_\_  
Date

# Gilbert's Red Buchman Community Center

## RENTAL AGREEMENT

This Rental Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between City of Gilbert as Lessor and \_\_\_\_\_, as Lessee who agrees to rent the property at 207 Main Street, Gilbert, Iowa for the following date(s): \_\_\_\_\_ for the following general purpose: \_\_\_\_\_.

The Lessee agrees to pay at time of booking, the Rental fee of \$ \_\_\_\_\_ and the reservation Security Deposit of \$ \_\_\_\_\_.

The Lessee understands the rental includes the day of the rental until 1:00 o'clock a.m. of the succeeding day (when cleaning is to be finished). If no other event is scheduled, the Lessee will be allowed to set up 24 hours in advance of their event. If the Lessee wishes to set up prior to 24-hours of the event, the Lessee will reserve the date(s), and pay an additional \$100.00 per day for each day needed.

The Lessee agrees that the Lessee will surrender the leased area and all of the personal property belonging thereto at the conclusion of the rental period in good and clean condition. The Lessee agrees they will personally supervise that all individuals have vacated the premises no later than 1:00 o'clock a.m. of the succeeding day of rental. The Lessee also agrees to personally lock the premises securely. The Lessee agrees to return the building key the day following the rental or as agreed upon at the time of the rental. If the Lessee fails to surrender the leased area as required by this agreement, the Lessee agrees that the Lessee will pay twice the rental otherwise provided for in this agreement for the period of the hold-over. The security deposit shall be subject to set off for such additional rental.

Tenant shall use the leased area only for the Lease Purpose. Lessee, at Lessee's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities pertaining to Lessee's use of the leased area, regardless of when they become effective, including, without limitation, all applicable federal, state, and local laws, regulations, or ordinances and with any direction of any public officer or officers, pursuant to law with respect to the use or occupation of the leased area.

The Lessee agrees to pay the Lessor for any damages to or cleaning of the premises and contents or loss of contents.

I hereby sign below that I have read, understood, and received a copy of the Rental Agreement, and a copy of the Rules and Regulations, and that I, as Lessee, agree to follow same.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessor Representative

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

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

**Gilbert's Red Buchman Community Center**  
207 Main Street  
Gilbert, IA 50105  
(515) 233-2670

**RENTAL FEES**

*General rentals-NON-REFUNDABLE*

(Weddings, Birthdays, Anniversaries, Reunions, Graduations, Seminars,  
Business Meetings, etc.)

\$60 one half day rental (4 hours maximum) with clean up completed  
one hour after rental time.

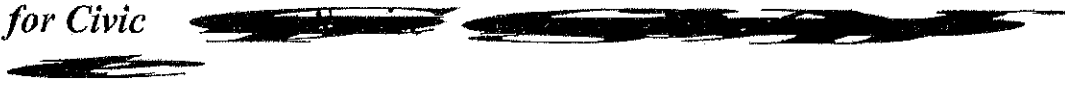
\$100 day with clean up completed by 1:00 a.m. of the succeeding day of  
rental.

(\$250 REFUNDABLE deposit-subject to inspection)

*Setup times are subject to rental reservation's schedule. Please check for room  
availability.*

Please make checks payable to: City of Gilbert notating 'Community Center'

*No charge for Civic  
Agencies,*



## RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION

In consideration of the privilege of use of the Red Buchman Community Center ("Facility"), the undersigned, who is the Lessee or the parent or legal guardian of or an authorized signer for the Lessee, hereby: (1) represents that the Lessee (or the Lessee's parents or legal guardians, if applicable) understands, by reason of the Lessee's satisfactory inquiry, and accepts the risks, known and unknown, of using the Facility; (2) represents that the undersigned is an adult Lessee or has the authority to execute this waiver on behalf of a Lessee who is a minor or other legal entity authorized to do business in Iowa and is under no legal disability that would prevent creating a binding agreement or the giving of the releases herein; (3) releases (for the Lessee, parent, or legal guardian) the City of Gilbert, Iowa ("Owner") and Owner's agents, employees, and volunteers, from any and all liability arising out of the Lessee's use of the Facility, specifically including the negligence (but not the recklessness) of the Owner and its agents, employees, and volunteers and specifically including the acts or omissions of any type or character of other users of the Facility or other third parties and including claims for loss of consortium; (4) Lessee shall, whether the undersigned is the actual Lessee or the parent or legal guardian of or authorized signer for the Lessee, hold harmless and indemnify the Owner and their agents, employees, and volunteers, against any and all liability arising out of the Lessee's use of the Facility, including, but not limited to, their reasonable attorney fees, expenses, and court costs of defending any such claim; (5) agrees that the foregoing shall be binding upon the Lessee; the Lessee's spouse, if any; the Lessee's parents, guardians, conservators, executors, other legal representatives, heirs, and beneficiaries, if applicable; (6) agrees that this writing is a full and complete understanding of the parties that may not be modified except in a writing dated and signed by both the Owner and the Lessee; and (7) agrees that all of the representations, releases, waivers, indemnities, or other guarantees in this writing shall survive the fulfillment of the rental term and continue thereafter.

I understand that this is a release of liability and that it significantly affects my rights or the rights of a third-party Lessee for which I have authority to sign. I represent that I have the authority to execute this Release and Waiver of Liability and Indemnification. I have read and I understand the foregoing Release and Waiver of Liability and Indemnification. I understand that the Owner has no obligation to insure against any loss or damage the Lessee's property or for Lessee's bodily injury, and that the Lessee will use the Facility and the Lessee's own risk. I understand that the Owner is relying upon all of the statements made in this Release and Waiver of Liability.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

## Alcohol Policy

The following policy has been set for the serving of alcohol at Gilbert's Red Buchman Community Center:

- 1) Beer or wine may be served- this includes champagne and sparkling wines.
- 2) For champagne and sparkling wines, the alcohol content CAN **NOT** be more than 17% by weight or 21.25% by volume.
- 3) The party **CAN NOT CHARGE** for any beer or wine under any circumstances without a Liquor License.
- 4) If the Lessee hires a caterer who has a Food and Beverage License, hard liquor may be served, but it for must be paid for by the Lessee and the Lessee **CAN NOT CHARGE** for drinks. Proof of insurance will be required by the Lessor. This means There **WILL NOT** be a cash bar.
- 5) All drinkers must by 21 years or older.
- 6) If dram shop insurance is required, Lessee shall, at its cost, at all times while this lease is in force, maintain in force an insurance policy or policies, naming Lessee and Lessor as insured, against all liability resulting from injury occurring to persons or damage occurring to property upon the leased area during Lessee's occupancy of the leased area. Certificates or copies of said policies naming the Lessor and providing for 10 days' notice to the Lessor before cancellation shall be delivered to the Lessor on or before the date of the beginning of the initial term of this lease.