

Return completed contract to:

Colfax Historical Society
PO Box 123
Colfax, IA 50054

Colfax Historical Society, Inc.
FACILITY USE AGREEMENT

Effective Date 12/01/2021 - Rev. 5: June 26

It is our desire that all patrons who periodically use our Community Room are able to enjoy the facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and Event sections, and sign the signature page at the end of this document.

1. FACILITY INFORMATION

Name of Facility Colfax Historical Society, Inc. and Community Center

Address/Location of Facility 900 N. Walnut Street, Colfax, Iowa 50054

2. RENTER INFORMATION

Contact Name _____

Home phone # _____ Cell phone # _____

Street Address _____

City _____ State _____ Zip _____

Organization (if any) _____

3. EVENT INFORMATION – Please note – all events must end by midnight (including clean-up time)

Event Description _____

Date of Event _____ Estimated Attendance _____ Open to Public? YES NO

Time event begins (includes set-up time) _____ Time event ends (includes clean-up time) _____

Reserve day before event for set-up if available? (Additional \$150.00) YES NO

If yes, what times will be needed for set-up? _____

Reserve morning after event for clean-up if available? (8:00AM-11:00AM) (Additional \$50.00) YES NO

Serving liquor (beer, wine, mixed drinks, etc.) at event? (Additional \$150.00) YES NO

4. RESERVATIONS

1. Reservations should be made well in advance of the intended date of use because demand for facilities is high and dates fill quickly.
2. Our Facility is not considered rented until the Colfax Historical Society, Inc. receives the following:
 - a. Signed Facility Use Agreement
 - b. Rental fee & Damage/clean-up deposit*
 - c. Proof of insurance
 - d. Additional fees (day before set-up, morning after clean-up, liquor)
 - e. Anything else deemed necessary by the Society.

**Note: Checks will be cashed when received. Facility is not considered rented and date is not reserved until check clears bank.*

5. CONDITIONS OF USE

1. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement.
2. Renter shall provide the Colfax Historical Society, Inc. Facilities Manager with a single contact person who is to serve as the representative for Renter's activities.
3. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
4. Renter shall not use the name of the Colfax Historical Society, Inc. to suggest endorsement or sponsorship of the event without prior written approval of the manager of the Colfax Historical Society, Inc. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization, persons, or individuals.
5. Renter shall permit any Colfax Historical Society, Inc. officers, employees, or agents to visit the event described in this agreement.
6. Renter shall be responsible to call the Facility Manager to open the facility prior to the event. Renter shall call the Facility Manager following the event to inspect for damages and close facilities.
 - a. Inspection may be the next morning if next day clean-up has been paid for.
 - b. The Colfax Historical Society, Inc. may designate someone other than the Facility Manager if needed.
This representative will be the considered the same as the Facility Manager
7. Under NO circumstances shall Renter assign, sublease, or allow any other organization, persons, or individual to use the Facility for the period for which Renter has contracted.
8. The Renter is responsible for any lost keys and any costs that might incur to replace the keys.
9. Renter will be responsible for obtaining any required permits or licenses.
10. Museum room and Gift Shop are not included in this agreement.

6. FEES

The Colfax Historical Society, Inc. will require a Rental fee and a Damage/clean-up deposit from the Renter. These fees, for all activities, must be paid when the room is scheduled to reserve the day.

A) Weddings or wedding receptions -

Check for \$1100 required:

Rental fee \$800 and Damage/clean-up deposit \$300

B) Groups with less than 50 attendees-

(graduations and funerals do not qualify for this rate)

Check for \$300 required:

Rental fee \$150 and Damage/clean-up deposit \$150

C) Groups with 50-100 attendees-

Check for \$350 is required:

Rental fee \$200 and Damage/clean-up deposit \$150

D) Groups with over 100 attendees-

Check for \$500 is required:

Rental fee \$300 and Damage/clean-up deposit \$200

E) Alcohol with any event will add \$150 to Rental fee.

F) Reserving day before event for set-up (if available) will add \$150 to Rental fee.

G) Reserving morning after event for clean-up (8:00AM-11:00AM) will add \$50 to Rental fee.

H) Weddings wishing to use outdoor space for photos or ceremony will add \$50 to Rental fee.

All checks will be cashed when received. The amount of Damage/clean-up deposit will be returned to the Renter after the event if the building passes inspection. Deposit is typically returned within 30 days unless damage/cleaning requires action by the board.

In the event the Facility is left damaged and/or unclean, Damage/clean-up deposit will not be returned. If janitorial and/or damage repair cost exceed Damage/clean-up deposit, renter will be charged for excess of these cost. Renter agrees to pay any clean-up or damage cost above deposit within fifteen days of written notice.

7. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the Colfax Historical Society, Inc., its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Colfax Historical Society, Inc., its officers, employees, or agents.
2. Renter must have general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use of the Colfax Historical Society, Inc. facilities and adjoining property. Renter must submit a copy of certificate of insurance. (*Most homeowners' insurance has this coverage.*)
3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use of the facilities. Notify the manager immediately.
4. Renter waives any right of recovery against the Colfax Historical Society, Inc., its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the Colfax Historical Society, Inc., its officers, employees, or agents.
5. Renter waives any right of recovery against the Colfax Historical Society, Inc., its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use of the Facility and adjoining property, even if the Colfax Historical Society, Inc., its officers, employees, or agents seek recovery against Renter.

8. SECURITY

Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The Colfax Historical Society, Inc. is not responsible for providing this supervision. However, The Colfax Historical Society's manager or manager's designated person may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way, as determined by the manager or the manager's designated person.

9. SET-UP/CLEAN-UP/DECORATIONS

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides Rental fee, Clean up/damage deposit, and proof of insurance for the time of the preparation and/or decoration.
3. Renter shall not drive or attach hooks, tacks, screws, poles, stakes, or other forms of fasteners into any part of the facility and shall not make or allow to be made any alterations of any kind therein.
4. No food or items are to be left behind.
5. No fireworks, sparklers, loose glitter, or confetti allowed. Renter will discuss all decorations to be used with the Facility Manager for approval to assure that decorations are within the facility's decorating guidelines.
6. Renter shall be responsible for all cleanup of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Trash will be placed in dumpster located outside of building. Renter shall also leave all fixtures, if any, in good working condition.
7. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior approval of the Colfax Historical Society, Inc. Facility Manager.
8. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or any cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Colfax Historical Society, Inc. as a result.
9. Colfax Historical Society, Inc. Facility Manager must sign off on clean-up and facility condition before Damage/clean-up deposit can be returned.

10. EQUIPMENT/ACCESSORIES

- 1. Renter shall not remove, relocate, or take Colfax Historical Society, Inc. property outside of the Facility for any reason.
- 2. Renter shall not use Colfax Historical Society, Inc. equipment, tools, or furnishings located in or about the Facility without the prior approval of Manager.
- 3. Renter shall not drive motorized vehicles on field or green space.
- 4. The Colfax Historical Society, Inc. does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the Facility for their use.

11. RESERVATIONS/CANCELLATIONS:

The facility is not considered reserved until Rental fee and Damage/clean-up deposit have cleared the bank. Any Renter with a reservation who desires to cancel reservation must do so 30 days before the rental date (rental date is either day of event or day before if set-up day before has been selected) to receive full refund of Rental fee and Damage/clean-up deposit.

12. MISCELLANEOUS

- 1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
- 2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
- 3. Gambling of any kind is NOT permitted at the Facility without board approval.
- 4. Smoking is not permitted in the Facility and is to be confined to smoking area outside of building.
- 5. If Renter violates any part of this agreement or reports false information to the Colfax Historical Society, Inc., the Society may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the Rental fee and/or the Damage/clean-up deposit.
- 6. The Colfax Historical Society, Inc. may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
- 7. Any person aggrieved by Colfax Historical Society, Inc.'s decision with respect to this agreement may appeal to the Manager in writing no later than five (5) days after the Colfax Historical Society, Inc.'s decision has been communicated to the aggrieved party.
- 8. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 9. Use or sale of drugs of any kind is NOT permitted at the facility.
- 10. An additional charge of \$25 will be charged for all checks that are returned from bank (each time). A check must clear the bank before rental agreement will go into effect and date is held in reserve. Check return charge will be deducted from Damage/clean-up deposit refund.

Please read before signing:

I am an authorized agent of the organization/person submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____ Print name _____

Print Name of Organization (if any) _____

Address _____

Telephone: Home _____ Cell _____

Information below for Colfax Historical Society, Inc. use only

<u>Event</u>	<u>Rent</u>	<u>Deposit</u>	<u>Total</u>
Wedding or wedding reception.....	\$800	\$300	\$1100 <input type="checkbox"/>
< 50 Attendees.....	\$150	\$150	\$300 <input type="checkbox"/>
50 - 100 Attendees.....	\$200	\$150	\$350 <input type="checkbox"/>
> 100 Attendees.....	\$300	\$200	\$500 <input type="checkbox"/>
Alcohol.....			\$150 <input type="checkbox"/>
Set up day before.....			\$150 <input type="checkbox"/>
Clean-up next day.....			\$50 <input type="checkbox"/>
Outdoor wedding.....			\$50 <input type="checkbox"/>

Rental Fee, Damage/clean-up deposit, and additional charges:

Amount paid _____ Date paid _____ Check # _____

Damage/clean-up deposit:

Amount returned _____ Date returned _____ Check # _____

**Record any canceled or returned check information on the back of this form.*

Colfax Historical Society Facility Clean-up and Damage Check up

- Tables/chairs in correct placement.....Yes No If no explain _____
- Floor Clean.....Yes No If no explain _____
- Kitchen Clean.....Yes No If no explain _____
- Damage to building.....Yes No If yes explain _____
- Restrooms clean.....Yes No If no explain _____
- Tablecloths on table undamaged..... Yes No If no explain _____
- Any other issues.....Yes No If yes explain _____
- Pass Clean-up & Damage inspection.....Yes No If no explain _____

Inspection completed by: _____ Date: _____

Renter check made out to: _____ Address: _____