



Huxley Parks & Recreation

3C's Rental Agreement

Name/Organization: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email Address: _____

Reservation Date & Time: _____ Location: _____

Event Description: _____ Group Size: _____

Lease Rate: The amount that the tenant agrees to pay to the City of Huxley for the lease of the property.

Fitness Room _____ hrs x \$ _____ = \$ _____
 Half Gym _____ hrs x \$ _____ = \$ _____
 Gym _____ hrs x \$ _____ = \$ _____
Total: \$ _____

Requested Resources:

Tables: Y N How Many: _____
 Chairs: Y N How Many: _____

Gym Equipment:

Volleyball Net: Y N
 Lowered Hoop: Y N Height: 8ft 9ft

Rental Rates Per Hour:

Facilities are not rented at fractions of an hour.

	OPEN	CLOSED
Full Gym	N/A	\$100.00
Half Gym	\$35.00	\$65.00
Fitness Room	\$10.00	\$25.00

Nord Kalsem Community Center and Safe Room rentals are handled through Huxley City Hall. A copy of this form will be provided to all rentals and should be on-site for verification if asked.

Rental Rules

1. City has the right to deny lease area, based on potential city or school needs.
2. Must be 18 years old to lease any facilities.
3. Reservations cannot be made more than a year in advance.
4. No alcohol in city buildings.
5. No animals in buildings with the exception of animals that are for medical purpose only.
6. No refunds for unused rental time.
7. Facility must be clean according to the cleaning requirement of the facilities.

I hereby agree to that the above information is correct to the best of my knowledge and I agree to abide by and follow the rules of the city, this document, including the guidelines on the back of this page, and the lease property that is being entrusted to me.

Print name of Tenant: _____

Tenant's Signature: _____ Date: _____

City Official Signature: _____ Date: _____

1. **Agreement to Lease:** City agrees to lease the area marked on this document to Tenant and Tenant agrees to lease the marked area on this document from the city during the lease period. As long as the tenant pays the rent reserved and performs and observes all other terms and conditions of this lease, tenant shall at all times during the lease period peaceably and quietly have the possession, use and enjoyment of the lease area and all rights, easements, and servient estates appurtenant thereto without any disturbance from or from any other person claiming through City.
2. **Security Deposit:** Tenant shall pay the total sum of to the City, at the time of execution of this lease agreement, to be held by the city as security for full and timely performance of tenant's obligations under this lease agreement. In the event of tenant's default, city may, at city's discretion, apply so much of the security deposit as maybe necessary to remedy such default. Within 30 days after the termination of this lease agreement, provided tenant is not then in default, city shall refund to tenant the remaining balance of the security deposit.
3. **Additional Rental-Utilities:** City shall pay all charges of public or private utility companies or commercial suppliers for electricity, water, sewerage, natural gas, fuel oil and other forms of energy furnished to the leased premises as a total unit for common utility services. Provided, however, that tenant shall pay to the city as additional rental a share of such utility cost as follows: _____ Percent of the total; or the fixed sum of \$ _____; or **Not Applicable**
4. **Event security:** Tenant shall, if required by the city, have present on the lease premises for such period of time as determined to be appropriate by city's chief of police's designee a person or persons trained in event security or crowd control. The cost of event security provided by a person employed by or contracted through the city shall be reimbursed to the city as follows: \$ _____ per person per _____ (unit of time); or **Not Applicable**
5. **Casualty Insurance:** City and tenant will each keep their respective property interests in the lease area and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage.
6. **Liability Insurance:** If the lease purpose includes sale or service of alcohol with dram shop insurance required or if the coverage amount below are completed, tenant shall, at its cost, at all times while this lease is in force, maintain in force an insurance policy or policies, naming tenant and city as insures, against all liability resulting from injury occurring to persons or damage occurring to property upon the leased area during tenant's occupancy of the leased area. Certificates or copies of said policies naming the city and providing for 10 days' notice to the city before cancellation shall be delivered to the city on or before the date of the beginning of the initial term of this lease. The liability coverage of such insurance shall be not less than:
 - i. \$ _____ (\$10,000.00 minimum) for any one-person
 - ii. \$ _____ (\$20,000.00 minimum) for any on accident
 - iii. \$ _____ (\$5,000.00 minimum) for property damage or loss of support or both.
7. **Use- Compliance with Law:** Tenant shall use the leased area only for the lease purpose. Tenant, at tenant expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities pertaining to tenant'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 pertaining to air and water quality, hazardous material, waste land use matters, and with any direction of any public officers, pursuant to law, which shall impose any duty upon city or tenant with respect to the use or occupation of the lease area.
8. **Parking:** City shall provide at its expense, for the use of tenant and tenant's employees, customers, agents and invitees, adequate off- street parking for automobiles by way of a paved parking area immediately adjacent to the lease area. City shall at all times maintain said parking area in good condition suitable for vehicular traffic, including snow removal.
9. **Access by City:** shall have reasonable access to the lease area for purposes of examining same or for such other reasonable purposes as may be necessary to protect or enforce city's rights under this lease.
10. **Maintenance by City:** City shall be responsible for and shall keep in good repair and operating condition at city expense (a) all structural parts of the existing building containing the leased area; (b) all mechanical and utility systems serving the leased area. City shall be responsible for having all such mechanical and utility systems in good working condition upon the commencement of the term of this lease. City shall be responsible for the damage to the leased area or property of tenant location therein caused by the acts or negligence of city.
11. **Surrender of Premises:** Tenant agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased area in good and clean condition, except the effects of ordinary wear and tear.
12. **Holding Over:** If tenant fails to surrender the leased area as required by this agreement, tenant agrees that tenant 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 for such additional rental.
13. **Late Payment Charge:** City may assess a "late payment charge" to tenant equal to five percent of the basic monthly rental and any additional rental due each month whenever such payment becomes more than five days overdue.
14. **Act of default by tenant:** Each of the following shall be deemed a default by tenant and a breach of this lease.
 - a. Failure to pay the rent or any part thereof
 - b. Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions in this lease contained on the part of tenant to be done, observe, kept and performed. (If a default complained of under this subparagraph be a default other than one which may be cured by the payment of money, no default on the part of tenant in performance of work required to be performed or acts to be done or good faith commenced promptly by tenant to rectify same and shall be prosecuted to completion with diligence and continuity.)
 - c. Abandonment of the leased area by tenant, assignment of this lease by tenant without city's prior written approval, adjudication of tenant as a bankrupt, making by tenant of a general assignment for benefit of creditors, taking by tenant of the benefit of any insolvency law, the appointment of a permanent receiver or trustee in bankruptcy for tenant's property, and appointment of a temporary receiver or trustee for tenant's property which is not vacated or set aside within 30 days after such appointment.
15. **Termination on Tenant's Default:** In the event of any default by tenant, and at any time thereafter, city may serve a written notice upon tenants that city elects to terminate this lease upon a specified date not less than 10 days after the date of serving such notice and this lease shall then expire on the date of this lease unless such default, as described in said notice, shall have been cured within the applicable period provided in said notice. A termination of the lease under this paragraph shall terminate all rights of extension granted herein to tenant.
16. **Reentry by City:** In the event this lease shall be terminated by reason of tenant's default, city may immediately reenter and resume possession of the leased area and remove all persons and property there from by reasonable and necessary force without being liable for any damages therefor.
17. **Measure of Damages on Default:** In the event this lease shall be terminated by reason of tenant's default, city shall be entitled to recover from tenant and tenant shall pay to the city as following:
 - a. A sum equal to all expenses incurred by city in recovering possession of the lease area and all reasonable costs and charges for the care and maintenance of the leased area while vacant, which damages shall be due and payable to tenant to the city of Huxley at such time or times as such expenses shall have been incurred by City.
 - b. A sum equal to the amount of all rent reserved under this lease, less the net rent, if any, collected by the city on relating the leased area, which shall be due and payable by tenant to city on the several days on which the rent reserved in this lease would have become due and payable.
 - c. All other damages accruing to city under the terms of this lease or allowed by law.
 - d. Reasonable attorney fees incurred by city in connection with the enforcement and recovery of the aforesaid damages.
 - e. Interest on the aforesaid damages, from the several dates due, at the rate of ten percent per annum payable monthly or long term "Applicable Federal Rate" of interest on the date of termination of the lease as fixed by the Internal Revenue Service, whichever is greater.
18. **Real Property Taxes:** City shall timely pay all real property taxes, if any, due and payable for the leased area for any period of time during which this lease is in force.
19. **Notice:** unless otherwise required by law, any notice or demand required or permitted by the terms of this lease shall be sufficient and deemed complete When expressed in writing and either (a) personally delivered to the person entitled thereto, or (b) deposited at any office of the United States Postal Service in the form of certified mail addressed to the last known mailing address of the person entitled thereto, or © served on the person entitled thereto in the manner of an original notice under the Iowa Rules of Civil Procedure.
20. **Construction:** Words and phrases used in this agreement shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context. This agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The failure of City to enforce any term, covenant, condition or agreement hereof by reason of its breach by tenant after notice thereof is given shall not be deemed to avoid or affect the right of city to enforce the same term, covenant, condition or agreement on the occasion of a subsequent default or breach. The paragraph headings in this agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this agreement. If any part of this lease shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this lease as a whole or any part thereof not adjudged invalid or unenforceable. This lease shall be binding upon and inure to the benefit of the respective successors and assigns of all parties executing this lease. This instrument constitutes the entire agreement between the parties with respect to the subject matter thereof and supercedes all prior statements, representation, promises and agreements, oral or written. No addition to or change in the terms of this agreement shall be binding upon the parties unless it is expressed in a writing signed by the parties. This lease may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Indemnity: Tenant covenants to hold city free and harmless from any and all liability for personal injury or property damage arising out of tenant's use and occupancy of the leased area, provided, however that the proximate cause thereof is not City's negligence.

Questions or Concerns, contact:

515-597-2515
 515-597-2570
 tbakken@huxleyiowa.org

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