

Payment Policy: Reservation is confirmed when Rental Agreement and payment is received within 10 business days of reserving. If Agreement and payment are not received, reservations will be cancelled.

Permits: All necessary permits and inspections are the sole responsibility of the rental party. This may include, but is not limited to, concessions, transient merchant, health, building, electrical, fire, and hazard permits. Permits must be displayed as required.

Damages: Renter assumes full responsibility for any/all damages to the property while said premises are occupied by renter and/or guests and will be billed separately for all labor and materials needed. Should excessive facility maintenance or damages cause a delay or cancellation to a subsequent renter, Renter will be held accountable for any refund fees to the inconvenienced renter.

Cancellation Policy: Facility rental refunds minus 50% will be issued for reservations cancelled a minimum of 30 days prior to the date of reservation. Cancellations within 30 days of reserved date will result in forfeiture of the rental payment.

Issues during rental: In case of emergency issues after business hours, call Polk County's dispatch non-emergency phone number, 515-286-3333.

Set-up & Clean-up: All set-up and clean-up must be done during reserved time frame. Rental parties may not arrive early or remain after contracted rental time. Deliveries of rental equipment, cakes, flowers, etc. must be made during rental period. No decorations or other items may be tacked, taped or affixed in any way to the pillars, beams or any other surface of the pavilion inside or out. No rice or confetti may be used at the site. Birdseed and bubbles are permitted. The rental party must make every effort to protect the pavilion and the surrounding grounds from oils, greases, and other substances that may cause damage to any surfaces. It is the responsibility of the renter to clean and restore the facility to the condition existing prior to Renter's use. A fee of \$50 per hour will be charged if additional cleaning expenses are incurred by the City.

Table/Chairs: Tables and chairs are available to rent at a cost of \$200 per day. Fee includes use of 25 8' rectangle tables and 250 chairs.

Electricity: Electrical outlets are available throughout the pavilion. Electrical cords are the responsibility of the rental party, must be in good working order, and must be securely taped down or covered in areas of foot traffic.

Security: City of Ankeny reserves the right to require that security be provided for any event at the pavilion or require the development of a security plan acceptable to the Chief of Police for the City of Ankeny. The rental party may provide designated event staff, private uniformed security staff, or off-duty City of Ankeny police officers (at a cost to the rental party).

Food Trucks: In order to have a food truck at events, the food truck must be permitted with the City of Ankeny.

Inflatables: Bounce houses and other inflatable/apparatus, including but not limited to those that use water or have water features, are prohibited in City parks and facilities.

Parking: There are 152 parking stalls located on-site, including 6 handicapped parking stalls. Recognizing that this is a public lot designed to serve pavilion users, as well as an access point to the High Trestle Trail, regular vehicle traffic is anticipated. The rental party is entitled to the 43 adjacent parking stalls next to the pavilion (designated stalls). The remaining parking stalls located within the park are on a first-come, first-served basis.

Signs and/or Banners: Signs and/or banners may be posted at rental facility on day of event only and must be removed at the end of rental period. Signs are not allowed in the right of way at any time.

Smoke Free: No smoking, vaping or tobacco products shall be permitted on City property or in any City owned facility.

Other regulations and considerations:

- Access to the sidewalks, restrooms, driveways and streets must be available to the public at all times.
- Only City of Ankeny vehicles are allowed on park grounds. You may park only in designated parking areas, and must comply with all zoning and traffic ordinances.
- Weather is at the rental party's own risk. No refunds or rescheduling due to adverse weather conditions.
- No skateboards, roller blades, or other such non-motorized equipment are permitted at the pavilions. This restriction shall not apply to wheelchairs or strollers for use by the disabled or by young children.
- Bicycles shall be parked in authorized areas only. City of Ankeny accepts no responsibility for loss, damage, or theft of bicycles kept, parked, placed or stored in such authorized areas.
- All individuals shall maintain appropriate and respectful behavior at all times. Public disturbances, including vulgar language and excessive noise are prohibited.
- Fireworks are not allowed in the park due to the close proximity of residential and commercial properties.

Noise/Music: Only a limited number of noise permits will be issued annually for this location. A Noise Permit Application will need to be completed and approved before amplified sound is allowed. Permit application and fee must be turned in no later than 10 working days prior to date requested for noise permit. Any application submitted less than 10 working days before the scheduled event will not be processed.

Restrooms: The permanent restroom facilities are always available for the public to utilize. Additional restrooms are required for over 350+ guests and shall be grouped near the existing restroom building. The existing restrooms are handicapped accessible.

Number of people and additional portable restrooms needed:

- 351 – 550: 2
- 551 – 700: 4
- 701 – 900: 6
- More than 900: One additional toilet for every 100 additional persons

Where multiple portable toilets are provided, a minimum of one handwash/sanitize station needs to be provided accordingly. For events lasting longer than four hours, the above number of portable toilets and handwash/sanitize stations shall be increased by 50%.

Alcohol Policy: In accordance with Chapter 130 of the City's Municipal Code, no person shall manufacture for sale, import, sell, or offer or keep for sale; alcoholic liquor, wine, or beer without first securing a liquor control license, wine permit, or beer permit. The City Clerk's office processes all beer permits and liquor licenses in accordance with the Iowa Alcoholic Beverage Division's rules and regulations. All beer permits and wine permits must be approved by City Council. Please allow 45 days for processing and approval of alcoholic beverage permit. Information on purchasing a permit for your event can be found at: <https://abd.iowa.gov/> or by calling the State of Iowa Alcohol Beverages Division at 866.469.2223.

Violations of Law and Failure to Comply: Violation of any laws prevailing in the City of Ankeny by any person while in attendance will be sufficient grounds for termination of the event, with forfeiture of fee. Failure to comply with these policies and conditions will result in immediate termination of the event, with forfeiture of fee. Renters that violate the policies and conditions listed herein may be denied the privilege of scheduling future events at the pavilions.

Liability: THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF ANY PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the CITY, its elected officials, officers, employees, volunteers and agents from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the CITY or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or using equipment therein or participating in any program affiliated with the CITY. The undersigned understands and agrees that the CITY is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the CITY.

The undersigned agrees and acknowledges that use of the CITY facilities and services, and participation in the CITY programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the CITY and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the CITY.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Iowa and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.