

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.

Damages: Renter assumes full responsibility for any/all damages to the building, property and/or equipment 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.

Keys: Facility keys must be picked up at the Ankeny Parks & Recreation office prior to the reserved date. If the key is not picked up before 4pm the day of the rental or by 4pm on the Friday prior to a weekend rental, you will be charged \$50 for a City employee to return to the office to obtain a key. After rental, keys are to be placed in black mailbox just north of office doors. Renter will be charged \$150 lock replacement fee for any unreturned keys.

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. Tape, tack or nails are not permitted. Only mounting clay or poster tack may be used on surfaces. It is the responsibility of the renter to remove decorations, 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.

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: Rental facilities are located in public parks, therefore all parking is first-come, first-served and cannot be reserved.

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.

Bandshell Use: Rentals include electricity access, 12 tables and 67 chairs.

Set-Up & Clean-up: Tape, tack or nails are not permitted. It is the responsibility of the renter to remove all decorations, clean and store away tables and chairs. Refuse is to be placed in receptacles provided and will be removed by maintenance personnel. All items left by renters will be disposed of.

Music/Amplified Performances: A Noise License Application will need to be completed and turned in no later than 10 working days prior to rental date. Amplified performances are allowed at the Bandshell, but the following criteria must be adhered to:

- Amplified performances shall not start prior to 9 a.m. and must conclude by 9 p.m.
- Amplified performances shall not exceed six (6) hours in length. All-day amplified events will not be allowed.
- Sound limits must be adhered to in accordance to Municipal Code Chapter 44.06 (6). Sound is intended for those listening to the performance in the green space and should not be disruptive to the surrounding neighborhood. Should sound exceed limitations, City authorities will have full authority to stop an event.
- No music is allowed which has swear words, suggestive or vulgar language or connotations.

Alcohol Policy: All State and local laws and ordinances must be strictly complied with regarding the use and consumption of alcoholic beverages. The undersigned, being of 21 years of age or older, understands and agrees to the following policies at the above indicated facility:

- Only wine, champagne and beer are allowed. No hard liquor is allowed on the premises.
- Area of service of alcoholic beverages is confined to inside the reserved facility.
- The undersigned shall not solicit or accept donation, charge admission fees, ticket sales or other entrance fees for payment for food or alcoholic beverages without proper permits and approval.

Further, the undersigned acknowledges it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21). The undersigned acknowledges that in accordance with the indemnification provision set out above, the undersigned is responsible and liable for any damages that result from someone under the age of twenty-one (21) consuming alcohol; such damages to include, but not limited to, property damage, personal injury, death, or disfigurement to themselves, as well as property damage, personal injury, death, disfigurement, or loss of consortium to third parties.

Alcoholic Beverage Sales: If alcohol is planned to be sold, renter is to obtain a liquor control license, wine permit or beer permit. Renter is also required to furnish the City with a "Certificate of Insurance for Public Liability". The City Clerk's office processes all beer permits and liquor licenses in accordance with the Iowa Alcoholic Beverage Division's rules and regulations. 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.iowagov/>.

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.