

# Rental Agreement for the Environmental Education Center at the East Side Recycling Center



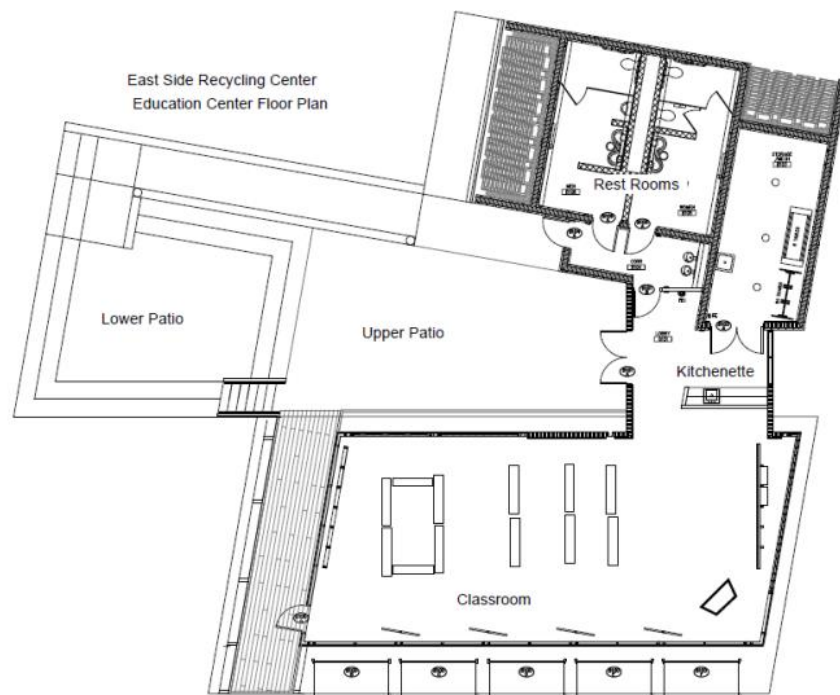
2401 Scott Boulevard SE  
Iowa City, IA 52240  
319-356-5151

[www.icgov.org/esrc](http://www.icgov.org/esrc)  
[esrc@iowa-city.org](mailto:esrc@iowa-city.org)

## Usage Information and Facility Description

The Environmental Education Center is a 1,250 square-foot (25-foot wide x 50-foot long), all-season event venue that can accommodate up to 50 guests. The facility is the perfect size for a meeting, company gathering, family reunion, intimate wedding reception, or other small function.

The venue can accommodate up to 50 guests with the chairs and tables provided. It is the Renter's responsibility to set up tables and chairs as needed. Sixteen 6'-long rectangular tables and 50 chairs are provided. If additional tables and chairs are needed, it is the Renter's responsibility to provide them. The upper outdoor patio is 700 square feet and the lower patio seating area is 400 square feet.



(above: graphic of facility layout)

Food is allowed in the Education Center. A kitchenette with 12-cup coffee pot, small sink and full-size refrigerator is available. Coffee filters are provided; guests must bring their own coffee and service ware. **Styrofoam, glitter and balloons are NOT ALLOWED.** Paper cups and plates may be used and can be recycled onsite or put in the compost collection bin.

Trash bags and cleaning supplies are provided. Recycling bins and a compost collection bin are provided. Guests are encouraged to use durable or compostable items for serving food. **Styrofoam is not allowed.**

The site includes a 1/3 acre stormwater bio-cell system planted with native Iowa flowers, grasses, and shrubs. Signage is provided to educate guests about various stormwater management practices, alternative energy and other site features. *Guests are invited to explore the plantings but must stay on the grass and designated walkways.*

#### **AV equipment:**

- A projector and a large permanent screen are available.
- A podium and ports for a laptop with audio, HDMI, Display Port and Auxiliary Audio (for iPad or MP3 player) are provided.
- The Auxiliary Audio port can be used by itself or with other AV features for background music.
- A lapel microphone and hand-held microphone are available.
- A desktop computer is provided.
- Renters may provide their own laptop. Building staff can work with you to provide the appropriate cables for equipment outputs. **If you would like to test your equipment in the facility, please let us know at least three (3) days prior to your event.**

#### **Facility Considerations**

- **Parking:** Please note that parking is very limited, especially on Saturdays, since several organizations share the overall site. Encourage your guests to carpool and use alternative transportation. Two bicycle racks are available on site, one near the entrance to the education center. Bus routes and schedules are available at <http://www.icgov.org/apps/transitMap/>.
- **Tobacco use:** The entire East Side Recycling Center is a tobacco-free facility.
- **Alcohol:** Wine and beer are only allowed if the Renter obtains permission from the City via this contract. Additional rental fees, deposit and insurance requirements apply. Kegs or hard liquor are strictly prohibited. Sale of alcohol is also strictly prohibited. An umbrella or excess liability policy may satisfy this requirement. In the event that a renter is unable to secure such a policy, application for a special event supplemental policy for tenant users can be made with the City's insurance carrier.
- **Firearms:** firearms are not allowed on City property.
- **Decorations:** Decorations, posters, signage, etc., may NOT be placed on the white overhead display screen. Decorations may be placed throughout the rest the facility but must leave no marks or residue when removed. No decorations may be set up prior to the rental period. **Glitter and balloons are not allowed. Any tape remaining on any surfaces or any evidence of glitter will cause forfeiture the \$100 refundable deposit.**
- **Non-Profit Facility Use:** Reduced rental rates are available upon proof of non-profit status. A non-profit user may request that the City retain its deposit for future events where repeated rental of the Facility is anticipated, however separate Rental Agreements are required for each event.

## Reservations

The Education Center facility is available for rentals daily between the hours of 7:00 am and 10 pm.

- Overnight rentals are not permitted.
- Renters must be 18 years or older. Proof of age may be required.
- Reservations are taken year-round and must be made by calling 319-356-5151 or emailing [esrc@iowa-city.org](mailto:esrc@iowa-city.org).
- Reservations can be made up to 12 months in advance and a minimum of three (3) days prior to your event.
- Full rental fee and building deposit is due at the time of reservation.

## Deposit and Rental fees

Event	Cost
Hourly Rate for non-profit events (with no alcohol)*	\$ 10
Hourly Rate for events without alcohol	\$ 25
Hourly Rate for any event with alcohol	\$ 50
Damage deposit (credit card required)	\$100
*Must provide a copy of 501c3 Status Certification for non-profit rate Renters must pay the full hourly rate regardless of actual rental time.	

# Rental Agreement

I hereby acknowledge and agree that I have read and do fully understand and will follow all stipulations described below. I agree to be solely and completely responsible for the condition of the reserved Facility, and to leave it in a neat and clean condition without damage. If Renter is a corporate entity or organization, I acknowledge that by signing below, I am representing that I have the authority to bind such entity.

**RENTER:**

Name		Street address	
Organization, if applicable		City, state, zip	
Email		Telephone #	
Signature		Date	

The City of Iowa City (hereinafter “City”) hereby grants \_\_\_\_\_ (hereinafter “Renter”) permission to use the East Side Recycling Center Education Center (hereinafter “Facility”), subject to the terms and conditions of this Rental Agreement, and the Usage Information, attached hereto and incorporated herein.

**i) Purpose of Use and Equipment needed:**

1. Estimated number of guests: \_\_\_\_\_
2. Food will / will not be served (circle one).
3. Alcohol will / will not be served (circle one).
4. A caterer will / will not be used (circle one).
5. Please note it is the renter’s responsibility to set up the room and return tables and chairs to storage configuration after the event. Sixteen tables (2’x 6’) and fifty chairs will be available in the space when you arrive.

**ii) Rental Term:**

The rental shall commence on \_\_\_\_\_ [date] at \_\_\_\_\_ [time] and shall terminate at \_\_\_\_\_ [time] (hereinafter “Rental Term”).

[ If you are not serving alcohol, only this page needs to be returned. If you are serving alcohol, please sign and include the last page of the lease, the Administrative Regulations for the Use of Alcohol. ]

It is the renter's responsibility to set up the room and return tables and chairs to storage configuration after the event. All set up and tear down must occur during the Rental Term. **The Facility doors will be electronically set to open 15 minutes prior to commencement of the Rental term and will lock at the end of the Rental term.** Renter shall be responsible for closing up the Facility upon termination of the Rental Term.

All guests and support personnel (including catering staff) must exit the building and grounds by the end of the Rental Term, but no later than midnight.

iii) **Payment of Rental Fees, Deposits:**

Renter shall pay the deposit and rental fee with a credit card at the time the reservation is made, in the amounts set forth in the attached Usage Information. Renter hereby authorizes the City to keep the credit card information on file and to charge such credit card for any damage caused by Renter, its employees, agents, and invitees, as set forth in this Agreement.

iv) **Conditions of Use:**

1. Discrimination against users on the basis of that user's age, color, creed, disability, gender identity, marital status, national origin, race, religion, sex or sexual orientation is prohibited.
2. All lights and AV equipment must be turned off and all doors must be closed upon leaving the premises. In the event that any door is found open upon the termination of the Rental Term, the \$100 deposit shall be forfeited.
3. Grills are allowed on the concrete patio but NOT permitted on the wooden deck on the west side of the building. Chairs and tables are permitted on the deck and patio area but must be returned to the education center after the event.
4. Renter shall only to be on the premises during the Rental Term. Storage of materials on the premises before or after the Rental Term is not permitted.
5. No nails, screws, tape, thumb tacks, staples, glue or other items are to be used on the projection screen. All decorations shall be removed from other surfaces with no sticky residue, nail or staple holes left behind. **Glitter and balloons are not allowed.**
6. Renter must properly maintain the premises for the Rental Term and leave the premises in the same condition as received at commencement of the rental.

7. The Renter must perform the following **Final Checklist** actions prior to termination of the Rental Term:

**Kitchen:**

- Turn off coffee pot and clean coffee carafe.
- Remove all private food from refrigerator.
- Wipe down counter and sink.
- Make sure recycling containers are properly sorted; if recycling bins are full, remove bags and take contents to large recycling dumpsters in parking lot.
- Sweep and mop up any messes (materials for doing so are located under the sink).
- If full, remove trash bag from bin and set outside by garage door in red shed nearest education center.
- If full, remove compostable bag from bin and set outside with trash.

**General:**

- Replace and turn off all AV equipment.
- Remove all decorations put up by Renter, including any tape.
- Wipe down tables, chairs, podium.
- Turn off light switches (Note: Kitchen lights will remain lit).
- Close all interior and exterior doors, including door between bathrooms and kitchen.

iv) **Deposits**

1. Where Renter has left the premises in a damage-free, clean condition, City shall return the full deposit to Renter within 30 days after the Rental Term. (For Non-Profit Renters intending to use the Facility on a repeated basis, the City may, upon request, retain the deposit and use it as a deposit on future rentals.)
2. Where Renter fails to complete the above Final Checklist, the City reserves the right to retain all or a portion of the deposit to cover its costs in cleaning the Facility to its satisfaction. The City shall refund any remaining deposit to Renter within 10 days after the Rental Term, along with a detailed accounting of the amounts deducted from the deposit.
3. Where the cost to repair or replace equipment or other property lost or damaged during the Rental Term is greater than the deposit, Renter shall be responsible for paying the excess costs, as determined solely by the City, which will be charged to the Renter's credit card. Except for those items listed below, the City shall notify Renter of such expense prior to charging the credit card. For loss of or damage to the following items, the City will charge the following amounts to Renter's credit card without further notice:

Projection Screen: \$1,000  
Hand-held microphone: \$485  
Laser pointer/slide controller: \$75

Lapel microphone: \$485  
Remote control: \$75 each  
Connection Cable: \$15 each

v) **Cancellation; Refund**

Cancellation of an event at the Environmental Education Center must be made at least two working days in advance by calling 319-356-5151. Deposits will be returned and full refunds will be given IF the cancellation is made at least two days in advance. If the cancellation is made within two working days of the event, no refunds will be given but deposits will be returned.

vi) **Tobacco**

Tobacco use is prohibited in the Facility and adjacent City-owned property, including the parking lot.

Beer and wine may be served at the Facility only where Renter agrees to and signs the Administrative Regulations for the Use of Alcohol, which shall be attached hereto and incorporated herein by this reference, and only upon proof of insurance in the amounts set forth in said Administrative Regulations. The sale of alcohol is strictly prohibited. Renter agrees to abide by all state laws and local ordinances regarding the distribution, possession and consumption of alcohol. The City will have a representative on-site during the Rental Term where alcohol is being provided for the sole purpose of protecting the City's interests, as set forth in the Administrative Rules.

vii) **Renter's Liability**

Renter shall indemnify, defend and hold harmless the City, its agents, elected or appointed officials, volunteers, and employees from all liabilities, claims, judgments, demands and costs, including attorney fees, arising out of or resulting from Renter's use of the Facility. Renter shall be liable for any and all property damage or loss incurred during the Rental Term.

Administrative Regulations for the Use of Alcohol  
at the Eastside Recycling Center Education Facility  
Approved February 21, 2014

The following Administrative Rules regarding the use of alcohol are adopted pursuant to Iowa City Code 4-5-3, and approved by the Iowa City Public Works Director, and the City Manager of Iowa City.

The Iowa City Public Works Director, or designee, is authorized to enter into a Facility Rental Agreement allowing the possession and use of alcohol in the Education Center of the East Side Recycling Center pursuant to these administrative rules. The following rules apply:

1. The City will have a designee present for the duration of the event whose presence shall be for the sole purpose of protecting the City's interests and not for managing or coordinating Renter's event.
2. A damage deposit shall be required for each event. The Renter shall be personally responsible for any and all damages caused by Renter or any guests, including those damages not covered by the damage deposit, all in accordance with the Rental Agreement.
3. Renter shall obtain general liability insurance in the amount of \$1 million per occurrence covering personal injury, bodily injury, and property damage. No deletion or modification to Host Liquor Liability is allowed. An umbrella or excess liability policy in these amounts may be sufficient to meet this requirement. The City of Iowa City must be included as an Additional Insured on the policy, unless otherwise agreed upon by the Director of Public Works. Renter shall provide a certificate of such insurance to the City upon entering into the Rental Agreement. Such policy shall remain in full force and effect for the duration of the Rental Term. Where Renter is using the services of a caterer, proof of the caterer's insurance meeting these requirements is sufficient.
4. Renter must be 21 years of age or older, and provide proof thereof via a government-issued photo I.D. upon request.
5. No person under the legal drinking age may possess or consume alcoholic beverages.
6. All alcoholic beverages must be consumed within the building. No possession or consumption of alcohol is allowed anywhere else on City property.
7. The City representative reserves the right to cut off any person from further possession or consumption of alcohol, should the person's behavior, in the opinion of the City representative, warrant it. Failure of the Renter or guests to act responsibly and maintain order, as determined by the City or its designee, may result in removal of the person(s) from the premises, intervention by law enforcement, or termination of the event.
8. No liquor shall be permitted. If catering services are utilized, any and all wine and beer possessed or consumed must be provided by the caterer. Renters may bring their own wine or beer only if catering services are not utilized.
9. Only hosted wine and beer is permitted. No sales, cup sales, "suggested" or "free-will" donations, and/or tickets are allowed. If there is evidence that alcohol has been sold to individuals, other than the sale from the caterer to the Renter, the event will be terminated immediately, and law enforcement will be notified.
10. Renter agrees to indemnify, defend, and hold harmless the City against any and all claims related in any way whatsoever to the Renter or any of Renter's guests consuming alcoholic beverages, or any behavior that resulted from the Renter or guest consuming alcoholic beverages.

**I have carefully read and understand this document, and agree to all terms contained herein. I am signing this freely and without reservation or condition.**

\_\_\_\_\_ Name

\_\_\_\_\_ Date