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City of Fairfax Hold Harmless / Indemnification Agreement

This Agreement is made this day _____, 20 _____, between the City of Fairfax
 and (Renter's Name) _____

(Renter's Address) _____

City _____, State _____, Zip code _____ Phone _____

Email _____

You have rented the Community Room for the following date(s) and time(s):

	() 8:00 am to Noon	Fee: _____
Date: _____	() 1:00 pm to 5:00 pm	Fee: _____
Fairfax Residents \$100.00	() 6:00 pm to 10:00 pm	Fee: _____
Non-Fairfax Residents \$150.00	() Electronic Sign \$20.00	Fee: _____

Total Due Today: \$ _____

Payment for the Room Rental can be done by cash, credit card, or check

The term "City" means the City of Fairfax, Iowa, an Iowa Municipal Corporation.
 In consideration for the use of the Community Room on the date listed above, as permitted by the City
 of Fairfax, the undersigned is hereby agreeing with the following:

1. Renter will not serve alcoholic beverages to any minor in violation of Iowa Law. Alcoholic beverages will not be served in conjunction with the use of the Community Room unless, and until, the Renter has provided the City with proof of liability insurance in the amount of no less than \$300,000. No kegs will be allowed.
2. The Renter agrees to indemnify and hold harmless the City, their agents, and employees from any and all claims, damages, losses, and expenses, including reasonable attorney fees arising from, during or in conjunction with its use of the Community Room.
3. The Renter agrees to indemnify and hold harmless the City, their agents, and employees from any and all claims, damages, losses, judgements, and expenses, including attorney fees, arising from the Renters' service of alcoholic beverages on the Community Room premises during, or in conjunction with its use of the said Community Room.
4. The Renter agrees that their use of the Community Room property as contemplated in this Agreement will be in compliance with all applicable City Ordinances, and State and Federal laws and regulations. Pursuant to the Iowa Smoke-Free Air Act, **this is a Non-Smoking Facility.**
5. Should it become necessary for the City, or someone on their behalf to incur costs and expenses to retain the services of an attorney to enforce this Agreement or any portion hereof, or to present a defense to claims arising from the situations identified above, the undersigned agrees to pay the City all costs and attorney fees hereby expended or for which liability is incurred.

6. Room rental fees are non-refundable, but all renters have the right to reschedule. The City must receive notice that the renter will be unable to use the room on the original date and time before the scheduled rental date. Renters have **one (1) year** from the original scheduled rental date to reschedule the rental. Rescheduling is subject to available dates. After one year from the original rental date, the lease agreement terminates with **no refund**.
7. The City reserves, and the Renter recognizes and accepts, the City's absolute right to **terminate usage** of the Community Room at any time if any violation of this Agreement or rules and / or procedures for such use are violated.
8. The Renter further agrees to **indemnify and reimburse** the City for any and all damages resulting to the Community Room Facilities from the Renter's use of the property, with the exception of normal wear and tear.
9. I understand that I am **not to tape or hang** any items on the walls, ceilings, alter or damage the sprinklers, sprinkler system, or building in any way. The City has provided six (6) panel boards to be used to post items using thumb tacks.
10. I understand that I am renting only the time blocks designated on the front of this form and may only occupy the building during the authorized **4-hour block(s)**.
11. I understand that I need to **pick up the key** and pay a \$200 deposit by cash or credit card hold during regular City Hall business hours the week of the event. If someone must come to the facility to let me in, **an additional** fee of \$50 will be applied, **plus** call-in pay for the employee.
12. I understand if a staff member has to be called in for any reason, I will be responsible for **call-in pay for the employee; ex: elevator alarm going off, adjust room temperature, etc.**
13. The City of Fairfax has security cameras on its premises. Please be aware that, pursuant to a public records request for such videos, the activity in the videos of such cameras is subject to review and publication by the public.
14. If rented by an Organization, the undersigned, is empowered by said entity and by the authority of its Board of Directors, if applicable, to bind said Renter to the terms and conditions of the Agreement.
15. Emergency #'s: Lynn Miller 319-310-6080 Cynthia Stimson 319-310-1978
I have read, understood, and hereby agree with terms 1 through 13 listed above.

Signature of Renter / Responsible Party

Date

- Date Rental Paid: _____
 Amount Paid: \$ _____ by CASH, CREDIT CARD (FEE _____), CHECK # _____
- Date \$200.00 Deposit Paid / Key Picked Up: _____
 Key # _____ Payment for Deposit: CASH OR CREDIT CARD HOLD
- Date Key Returned: _____ Date Deposit Returned / Held: _____
 Amount Returned: \$ _____ and how _____
 Amount Held: \$ _____ and why _____
 Renter Signature for Cash Deposit Returned: _____ Staff Initials _____

Electronic Sign: _____