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DYERSVILLE SOCIAL CENTER USE & RENTAL POLICY

**CITY OF DYERSVILLE
625 3rd Avenue SE
Dyersville, IA 52040
563.875.7724
www.cityofdyersville.com**

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I. Introduction

Thank you for selecting the Dyersville Social Center! The Social Center is operated and managed by the City of Dyersville under the policies and guidelines established by the Dyersville City Council. The Social Center also serves as the location for Northeast Iowa Area Agency on Aging and is available for general community use.

The City Council recognizes the desirability of having the Dyersville Social Center used as much as possible. This policy promotes the active use of the Social Center while establishing priorities for use of the facilities and outlining scheduling procedures and guidelines. It also sets reasonable rules and regulations for use of the facility. To clearly communicate this policy, we ask that you read this policy and abide by it.

II. Social Center Information

Building—The Dyersville Social Center contains three rooms:

The Dining Room has 7 Round Tables, which can seat 42 people and it is approximately 982 sq ft.

The second room, called Room A, is located on the southeast side of the building. Room A has 9 – 6 ft Rectangle Tables, which can seat 54 people and it is approximately 861 sq ft.

The third room, called Room B, is located on the southwest side of the building. Room B has 9 – 6 ft Rectangle Tables, which can seat 54 people and it is approximately 1067 sq ft. Both Room A and Room B can be combined into one room for 108 people.

The Dyersville Social Center has total square footage of approximately 3,400, is smoke free, air conditioned, completely handicap accessible, and can accommodate several small functions at one time or a single large event for up to 150 people.

The building and premises are subject to 24-hour video surveillance.

III. Priorities for Use of the Social Center

This section of the policy identifies priority classifications for use of the Dyersville Social Center. For most instances, reservation for use of the Social Center will be awarded on a first come, first serve basis. In the case that a conflict arises; below are the classifications in descending order of priority.

Dining Room

Priority 1: *Public Emergency Activities*—In the event of public emergencies, the Social Center may be needed to assist Local/County/State/Federal governments in recovery efforts as determined by the Mayor. Any event (public, non-profit, private) may be cancelled by the City up to the time of use, when a public emergency is declared. In this circumstance, the City assumes no responsibility for any disruption a cancellation may cause. The City will

- refund any rental fees due to a cancellation for a public emergency. The City will attempt to notify the applicant immediately if cancellation is necessary.
- Priority 2: *Business relating to the City of Dyersville*—City of Dyersville sponsored events including, but not limited to, Staff, Council and Committee meetings.
- Priority 3: *Dyersville Economic Development Corporation*—DEDC sponsored events and meetings.
- Priority 4: *Renters paying for the use of the Social Center*—Any individual or group paying rental fees to use the Social Center. This includes events/meetings open to the public or private.
- Priority 5: *Civic & non-profit groups*—non-profit groups must provide proof of non-for-profit status and be located in the Dyersville corporate limits.
- Priority 6: *Other Governmental Agencies*

Room A & B

- Priority 1: *Public Emergency Activities*
- Priority 2: *Business relating to the City of Dyersville*
- Priority 3: *Dyersville Economic Development Corporation*
- Priority 4: *Renters paying for the use of the Social Center*
- Priority 5: *Civic & non-profit groups*
- Priority 6: *Other Governmental Agencies*

IV. Rental Charges/Damage Deposit

A list of the rental charges is included in the Fee Schedule. In addition to the rental fee(s), a damage deposit of \$100 for all residents residing in the Dyersville City limits and \$200 is required by others, unless waived or modified by the City Administrator. The rental fee(s) plus the damage deposit will be the total lease amount. The damage deposit will be refunded within thirty (30) days after the scheduled event upon inspection of the premises, if the premises are found to be in as good and clean condition as existed just prior to the event. The inspection will be conducted before any other event is held in the rented area. The City reserves the right to retain part or all of the damage deposit to pay for any costs of repairs or cleaning made necessary by the renter's use of the facility. The liability of the renter shall not be limited to the amount of the damage deposit. The liability of the renter shall extend to any damage or cleaning costs incurred as a result of the acts of any participants in the event sponsored by the renter on the premises.

V. Reservation Procedures

Reservations can be made by phone or in person at Dyersville City Hall, (563) 875-7724. Reservations will be held for (1) week, at which time a signed lease, rental charge and damage deposit are due. Non-profits are not required to pay the damage deposit. The renter may not sublet the facility, nor may the application be transferred or assigned.

VI. Cancellation of Rentals and Refunds

Any reservation cancellation of the lease must be in written form, served to the City Clerk's Office or by U.S. Mail. If reservation is cancelled more than thirty (30) days prior to the scheduled rental date, the City will refund all amounts paid. If the reservations are cancelled for any reason thirty (30) days or less prior to the scheduled

date, the City shall retain the entire rental amount. You will be refunded the damage deposit.

Under certain conditions, the City of Dyersville may be forced to cancel a lease agreement prior to the event. Possible reasons for cancellation include, but are not limited to, a declared state of emergency, unsafe environmental or health conditions, or interrupted utility services. In such an event, the renter agrees that the City of Dyersville shall not have responsibility for anything the renter may suffer or incur due to such a cancellation. The City will attempt to notify the renter as soon as possible if such cancellation occurs. All fees paid to the City by the renter shall be refunded to the renter if the reservation is cancelled by the City of Dyersville for any of the above reasons.

VII. Hours of Use

The Social Center is available for rent any day of the week, Monday through Sunday. The Social Center will open no earlier than 7:00 a.m. and will close no later than 10 p.m. Following the event, one hour or up to 11:00 p.m., the renter will be allowed time to gather their personal items/equipment and clean-up. All participants and equipment must be out of the facility by 11:00 p.m. It will be at the discretion of the City Administrator, and availability of cleaning staff, if the Social Center will be available on holidays. If the City Administrator approves rental on a holiday, the normal rates will be charged.

VIII. General Policies

The renter is responsible for enforcing the policies of the Dyersville Social Center. The renter agrees to follow these policies:

1. Comply with all City Ordinances, Iowa State Statutes, Federal Laws and the established rules for use which apply to authorized use of the Social Center.
2. Supervise the conduct of the participants at their event.
3. This is a smoke free public facility. Damages such as cigarette burns or smoke damages will be charged to the renter.
4. Illegal Gambling is prohibited.
5. Stag, Stagette and other actives as defined in Chapter 128 of the City Code are prohibited.
6. The renter shall assume full responsibility for any unlawful act committed in the exercise of the lease.
7. Disorderly conduct of participants is prohibited.
8. The renter shall discourage participants from consuming alcohol more than would normally happen at a typical family gathering when children are present.
9. All persons and any equipment not owned by the City must leave the Social Center at the end of the contracted time. No items from the event are to be left overnight. The City is not responsible for items that have been left here during setup the day before or left behind after the group has exited the facility.
10. Children must always be under the direct supervision of an adult.
11. The lease holder shall assume all responsibilities for noise levels of their participants and noise levels shall not disturb other groups.
12. Leave facility and parking lot in a clean and orderly fashion.
13. Renters will be fully responsible for any damage to the facility or equipment.

14. Any damage to the facility or equipment must be reported as soon as possible to City Hall staff.
15. Trash should be placed in designated containers.
16. **Renter agrees that no decorations, banners or signs can be taped, pinned or affixed to the walls, ceilings or windows unless the City has granted permission.**
17. Candles are not allowed.
18. Audio equipment is prohibited unless the appropriate City staff has granted permission; City will determine volume control.

IX. Violation of Policies

The City reserves the right to end any event early if policies are violated. A violation of these policies may result in a withholding from your damage deposit and may also result in the denial of future use of the Social Center.

X. Set-Up

Renters are responsible for setting up for their function as they choose. Renters are not allowed to pull-out or put away the partition walls; this is only to be done by City staff or the cleaning crew.

XI. Clean-Up

The City's cleaning staff will make sure the facility is cleaned following your event. No renter will be allowed to teardown tables or chairs following their event and it will be done by the cleaning staff. The cleaning staff's time will be assessed against your damage deposit and this fee cannot be waived. While the City's cleaning staff does the cleaning, the renter is still responsible for the following:

1. Remove all decorations and personal items from the facility.
2. Place all garbage into the garbage cans.
3. All liquids should be poured down the drain and not placed in garbage cans.

Failure to follow these cleaning guidelines may result in a withholding from your damage deposit.

XII. Security at the Event

The City Administrator or City Staff may, at their discretion, require security for events. Security will be provided by the Dyersville Police Department at a charge (the officer cannot be a guest at the event). The renter will be responsible for paying this charge at the same time you pay the basic facility rental charge. When it is determined that security is necessary at the event, the fee cannot be waived.

XIII. Notice of Responsibility/Liability

The City of Dyersville hopes that you and the participants at your event will all have an enjoyable and safe time at the Social Center.

This section is to notify you that the City of Dyersville is responsible only to maintain the building and its structural components and systems, such as plumbing, lighting and electricity, in a safe and operable condition. The City is not responsible for the conduct

of persons participating in events held at the facility. It is your responsibility as the renter of the facility and the sponsor of the event to see to it that the participants use the facility in a safe and reasonable manner and obey all laws.

Likewise, the City is not responsible for the conduct of any persons or businesses hired by you to work at the event, including, but not limited to, liquor servers, food caterers, decorators or entertainers hired to service the event. The renter shall take complete responsibility for the conduct of its group or others present during the rental period, and agree to compensate the City of Dyersville for all damages to the facility, equipment or other property owned by the City incurred during the rental period. Furthermore, the renter assumes all liability for any personal injuries, including death caused by participants at the scheduled event.

Any disputes or claims of liability involving such providers of services are matter strictly between you, the event participants, and the providers. You agree that neither you nor the participants at your event shall file any claim against or involve the City in any legal action regarding such matters.

XIV. Fee Schedule

<u>Room Fees</u>	<u>Cost</u>
Dining Room	\$100.00 per event
Room A	\$125.00 per event
Room B	\$150.00 per event
Room A & B	\$250.00 per event
All Rooms	\$350.00 per event

Damage Deposit

Resident	\$100.00
Non-Resident	\$200.00

Civic & Non-Profit Fees

Dining Room only	\$50.00 per event
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Miscellaneous Fees

Non-Residents	\$25.00 surcharge
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