



## **DYERSVILLE LEGACY SQUARE PARK USE & RENTAL POLICY**

CITY OF DYERSVILLE  
340 1<sup>st</sup> Avenue E, Dyersville, IA 52040  
[www.cityofdyersville.com](http://www.cityofdyersville.com) Email: [mmichel@cityofdyersville.com](mailto:mmichel@cityofdyersville.com)

Last revised: 07-01-2024

## **I. Introduction**

Thank you for selecting and using Dyersville Legacy Square Park for your event. The City of Dyersville operates and manages this park under the policies and guidelines established by the Dyersville City Council.

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

## **II. Legacy Square Park Information**

The City of Dyersville has many parks within the community. Legacy Square Park space is primarily used for special events and activities to create tourism activities, community connections, and commerce.

## **III. Priorities for Use of Legacy Square Park**

This policy section identifies priority classifications for the use of Legacy Square Park space and its facilities. For most instances, reservations for the use of this park will be awarded on a first-come, first-serve basis. If a conflict arises, the classifications below are in descending order of priority.

Priority 1: *Public Emergency Activities*—In the event of public emergencies, the park may be needed to assist Local/County/State/Federal governments in recovery efforts as determined by the mayor. The city may cancel any event (public, non-profit, private) 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: *City of Dyersville Recreation or Business-Related Activities*—the City of Dyersville sponsored events including, but not limited to, Recreational Activities, Staff, Council, and Committee activities. 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 3: *Chamber of Commerce Downtown Friday Nights*—the City of Dyersville has an arrangement with the Dyersville Area Chamber of Commerce to hold a downtown event once a month on a Friday night during the summer months.

Priority 4: *Downtown Market Committee*—the City of Dyersville has an arrangement with the Downtown Market Committee to hold market events once a month.

Priority 5: *Civic & non-profit groups inside the city limits*—non-profit groups inside the city limits may be asked to provide proof of non-for-profit status and must be located and benefit the people of the City of Dyersville.

Priority 6: *Renters paying for using the Park Space*—any individual or group paying rental fees to use the park. This includes events open to the public or private.

#### Summary of Priorities

Priority 1: *Public Emergency Activities*

Priority 2: *City of Dyersville Recreation or Business-Related Activities*

Priority 3: *Chamber of Commerce Downtown Friday Nights*

Priority 4: *Downtown Market Committee*

Priority 5: *Civic & non-profit groups inside the city limits*

Priority 6: *Renters paying for the use of the Park Space*

#### **IV. Rental Charges/Damage Fees**

The fee schedule includes a list of rental charges. In addition to the rental fee(s), the city reserves the right to charge for any repairs or cleaning made necessary by the renter's use of the park space. The renter's liability shall extend to any damage or cleaning costs incurred because of the acts of any participants in the event sponsored by the renter at the park. The city will conduct an inspection before and after the event.

#### **V. Reservation Procedures**

Reservations can be made by phone or person at Dyersville City Hall, (563) 875-7724. A tentative reservation will be held for up to two (2) weeks when a signed lease is due. The rental fees are due no later than five (5) working days before the event date. The renter shall not sublet the park space, nor may the application be transferred or assigned.

The renter may set up on the day of the event no earlier than 7:00 a.m. unless approved by the City Administrator. Failure to pay for the scheduled rental date within five (5) business days will open the date for rental to another event.

#### **VI. Cancellation of Rentals and Refunds**

Any reservation cancellation of the lease must be in written form and served to the City Clerk's Office or by U.S. Mail. If the reservation is canceled more than thirty (30) days before the scheduled rental date, the City will refund all amounts paid. If the reservations are canceled for any reason fourteen (14) days or less before the scheduled date, the City shall retain the entire rental amount.

Under certain conditions, the City of Dyersville may be forced to cancel the lease agreement before the event. Possible reasons for cancellation include but are not limited to, a declared state of emergency, unsafe environmental or health conditions, Dyersville Recreation Activities, or interrupted utility services. In such an event, the renter agrees that the City of Dyersville shall not be responsible 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 City of Dyersville cancels the reservation for any of the above reasons.

#### **VII. Hours of Use**

Legacy Square Park is available for rent from Sunday through Saturday. The park will open at 7:00 a.m. and close at 10:00 p.m. Following the event, at an 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. unless approved by the City Administrator.

### **VIII. General Policies**

The renter is responsible for enforcing Legacy Square Park's policies. The renter agrees to the following:

1. Comply with all City Ordinances, Iowa State Statutes, Federal Laws, and the established rules for use that apply to authorized use of this park.
2. Supervise the conduct of the participants at their event.
3. This is a smoke-free space.
4. Illegal Gambling is prohibited.
5. The renter shall assume full responsibility for any unlawful act committed in the exercise of the lease.
6. Disorderly conduct of participants is prohibited.
7. All persons and equipment not owned by the city must leave the park at the end of the contracted time unless approved by the City Administrator. The city is not responsible for items left here during setup the day before or left behind after the group has exited the facility.
8. Children must always be under the direct supervision of an adult.
9. Leave the park and the parking area clean and orderly.
10. Renters will be fully responsible for any damage to the facility or equipment.
11. City Hall staff must be notified of any damage to the park, its facilities, or equipment as soon as possible.
12. Trash should be placed in designated containers.
13. Audio equipment must be preapproved before the event; the city will determine volume control.
14. No decorations, banners, or signs can be attached or placed on the city stage, lights, or city-owned fixtures without prior approval from the City Administrator.

### **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 rental fees and may also result in the denial of future use of the park.

### **X. Set-Up**

Renters are responsible for setting up themselves.

### **XI. Security at the Event**

At their discretion, the City Administrator or City Staff may 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 while you pay the basic rental charge. The fee cannot be waived when it is determined that security is necessary at the event.

### **XII. 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 Legacy Square.

This section is to notify you that the City of Dyersville is responsible only for maintaining the park and its structural components and systems in a safe and operable condition. The city is not responsible for the conduct of people participating in events held at the park. As the renter and sponsor of the event, it is your responsibility to ensure that the participants use the facility safely and reasonably 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. 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 park, 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 service providers are strictly between you, the event participants, and the providers. You agree that neither you nor the participants at your event should file any claim against or involve the City in any legal action regarding such matters.

### **XIII. Fee Schedule**

#### Civic & non-profit groups

Rental Fee of \$100.00 per day unless waived by the City Administrator.

#### Renters paying for the use of the Park

Residents inside City Limits—Rental fee of \$225.00 per day

Residents outside City Limits—Rental fee of \$325.00 per day



340 1st Avenue East, Dyersville, Iowa 52040 • Phone: 563-875-7724 • Fax: 563-875-8238

[www.cityofdyersville.com](http://www.cityofdyersville.com)

## SIGNATURE PAGE

Date Event is requested: \_\_\_\_\_

Event Time: \_\_\_\_\_

Name(s) as to appear on account:

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

Your Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Only required if you don't own property in the City)

Federal I.D. Number (business only)

\_\_\_\_\_

Email Address:

\_\_\_\_\_

By your signature below, you agree that you have been given a copy of and read the City of Dyersville's Legacy Square Park Use and Rental Policy Agreement, understand it, and agree to abide by its terms.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Renter

\_\_\_\_\_  
City Administrator

Please bring a government-issued photo I.D. to City Hall.