

# MARION COUNTY SPORTSMEN CLUB

## ---CLUBHOUSE RENTAL POLICIES---

### LESSEES AGREE TO COMPLY WITH THE FOLLOWING POLICIES:

#### 1. DEFINITIONS

The following words and phrases shall have the meanings given herein.

- A. **Facility** shall mean the Marion County Sportsmen Club building.
- B. **Rental** shall mean the written permission issued to an applicant by management of the facility, under the authority and conditions as herein provided, and shall mean and include any amendment or supplement to such.
- C. **Lessor** – Marion County Sportsmen Club.
- D. **Lessee** shall include any person, association, organization, partnership, business, school, company or corporation who is granted a rental to use the facility.
- E. **Management** shall mean the Marion County Sportsmen Club or its duly authorized officer or agent.
- F. **Event** shall mean any show, sporting event, meeting, party, dance, reunion, reception or any other event held at the facility.

#### 2. RENTAL CONTRACT

- A. Rental contracts for the use of the facility or any part of the facility thereof shall be issued by management on printed forms, which have been signed, by management. Management may require the rental applicant to provide any special services necessary for the proper management of any event scheduled in the facility. Management may require such information to be set forth in writing prior to the issuance of a rental contract or at such time before the coordination of the event, as may be deemed necessary. No person may reserve or use the facility for a private event without first having signed a rental contract and returned it to management with rental fee.
- B. The Lessee shall pay all rentals for the use of the facility 2 weeks prior to the occupancy of the facility or when requesting the reservation whichever is greater. A signed contract and the rental fee guarantees the rental space and date. Lessee shall further agree to pay for any and all damage to the facility and damage to or loss of any of the property or equipment of the facility resulting either directly or indirectly, from such occupancy or use of the facility, by or through the negligence or other acts of the Lessee, his agents, employees, or any person or persons participating in or attending the event with or during the use of the occupancy.
- C. Rental fees include: use of the building until a specified time agreed upon by the Lessor and the Lessee, allowing one hour to clean-up after the event is completed.
- D. If for any reason the lessee cancels or fails to hold a scheduled event, without notifying or receiving the written approval of management, or in case any Lessee fails to make the necessary payments as provided herein, all money previously paid by the Lessee as a rental may be retained by the Marion County Sportsmen Club as liquidated damages.
  - Cancellation by Lessee at least 14 days prior to event – 100% refund of payment
  - Cancellation by Lessee 14 days or less of event – no refund
- E. Reservations may be made during the current calendar year.
- F. All monies received as rental for the facility shall be paid over and deposited by management to Marion County Sportsmen Club.

- G. Management is authorized to cancel the contract of any person or organization, as to the use of any portion of the facility when such person or organization, in the opinion of management, is not acting in the best public interest. In such an event, any unearned portion of the agreement fee shall terminate, or if previously paid, be refunded to the Lessee, including any deposit thereon.
- H. Management reserves the right to refuse to schedule any event that for any reason is not in the best interest of the facility.

### **3. INDEMNIFICATION.**

Lessee shall indemnify and hold harmless the Marion County Sportsmen Club, its directors, officers, members, employees, agents, successors and assigns from any and all damages, actions, suits, claims, or other costs (including reasonable attorney fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Lessee's use of the Facility, including any acts or omissions on the part of Lessee, independent contractors, guests, invitees, or other agents. Lessee shall immediately notify Management of any damage or injury of which Lessee has knowledge in, to, or near the Facility, regardless of the cause of such damage or injury.

### **4. ADDITIONAL INSURANCE IS REQUIRED ANY TIME ALCOHOL IS SERVED**

Management requires a Certificate of Insurance provided by the Lessee's insurance agent. This Certificate of Insurance must be for a minimum of \$1,000,000.00 for the event, which will include Host Liquor Liability for providing an open bar and/or DRAM Insurance in the event of having a cash bar, naming Lessor as an additional insured. This insurance will protect not only the Lessor but the Lessee as well from claims for injuries and damages resulting from personal injury, including wrongful death, and property damage, which may arise from events occurring pursuant to this Agreement, whether by Lessee, or any person employed by, retained by, or operating through the Lessee.

### **5. CONTINUATION / HOLD OVER**

In the event that Lessee should hold over in the Facility beyond the term of this Agreement, Lessor shall have the following rights and remedies:

- A. Lessor may charge Lessee an additional fee of one hundred dollars (\$100.00) for each hour or fraction thereof Lessee holds over and;
- B. Lessor may remove and store any and all equipment, goods, and property of whatever kind and description. Lessee agrees to reimburse Lessor for all reasonable expenditures and costs for removal and storage, including and not limited to those for commercial removal and storage by third parties.
- C. Lessor shall have the right to assume that all materials left at the termination of this Agreement are trash, and Lessor may dispose of such materials as Lessor shall determine.

### **6. ASSIGNMENT AND SUB-LESSING**

This Agreement shall not be assigned, transferred or otherwise encumbered without the express written approval of the Lessor.

### **7. EVENT LEGALITY**

No performance, exhibition, entertainment, or activity shall be permitted in violation of federal, state or local laws, ordinances or regulations, of Facility rules or regulations.

### **8. SERVICE FURNISHED BY MARION COUNTY SPORTSMEN CLUB**

Rental of the inside facility shall include normal heat, light, water, air conditioning, building and cleaning maintenance, but shall not entitle the lessee to any personnel service in connection with the event for which the contract is granted.

## 9. FACILITY AVAILABILITY AND CAPACITY LIMITS

Marion County Sportsmen Club building capacity is 40 persons.

## 10. FOOD SERVICE

- A. All food brought into the facility must be ready to serve. Lessee is solely responsible, at Lessee's expense, for providing any food for the event.
- B. Lessee is responsible for seeing that all trash from food and alcohol is removed from the facility and placed in the trash dumpsters at the end of the event.

## 11. ALCOHOL POLICIES, PERMITS AND LICENSES

- A. It is the Lessee's responsibility to secure any and all licenses and/or permits which may be required by law for the lawful conduct of any activities which he intends to conduct in the facilities rented.

All Lessees, their guests, agents, and employees are responsible for complying with the State of Iowa and Marion County liquor laws.

## 12. PUBLIC SAFETY

- A. **Staffing** – Lessor has the right to protect the public safety by staffing the event as the Lessor deems necessary. All such extraordinary staffing costs will be paid by Lessee.
- B. **Event Interruption or Termination** – Lessor shall have the right to interrupt or terminate any event or performance when in the sole judgment of Lessor such an act is necessary to protect the public safety.
- C. **Evacuation** – Lessor shall have the right to determine when and if it is necessary to evacuate the premises for whatever reason. If such evacuation occurs and results in cancellation of the event, Lessee agrees to waive any claims for damages against Lessor.
- D. **Obstructions** – Lessee agrees to keep all portions of sidewalks, doors, passages, hallways, and corridors unobstructed at all times. Lessee shall not do or permit to be done, anything which any interfere with the effectiveness or accessibility of utility, heating, ventilation or air conditioning systems within the facility.
- E. **Hazardous Materials** – Lessee agrees to not bring onto the premises any material or equipment which could constitute a hazard to property or person. Lessor has the right to refuse entry of any object that Lessor solely deems to be hazardous.
- F. **Management Control.** Lessor shall at all times maintain control of the Facility and shall enforce all rules and regulations relative to its operation, and shall have the right to make any decision Lessor deems necessary to maintain the public safety.
- G. **Announcements** – Lessor reserves the right to make any announcements at any time in the interest of public safety.

## 13. OBJECTIONABLE PERSONS

Lessor reserves the right to reject or cause to be rejected from the Facility premises any objectionable person or persons. Neither, the Lessor, or any of its officers, agents, or employees shall be liable for any damages which may be sustained as a result of such action.

## 14. DECORATING / DEFAACEMENTS

Lessee shall not injure, mar, or in any other manner deface the Facility or any equipment contained therein, and shall not cause or permit anything to be done whereby the premises or equipment there in shall be in any manner injured, marred or defaced. Lessee will not drive or permit to be driven nails, hooks, tacks or screws into any part of the Facility or equipment contained therein and will not make or allow to be made any alterations of any kind to the Facility or equipment contained therein and will not affix or permit to be affixed by adhesives any signs, posters, notices or graphics of any description without written consent of the Lessor. Lessee agrees that if the premises are damaged by the act, default or negligence of the Lessee, patrons, guests or any person admitted to the premises by the Lessee or the Lessee's agents, Lessee shall pay to the Lessor upon demand such sum as shall be necessary to restore the premises to their original

condition, absent ordinary wear and tear. All candles will be containerized – will be no open flames except in the fireplace.

#### **15. PERSONAL PROPERTY**

Lessee shall assume all responsibility for any equipment or goods brought to the Facility. Lessee further releases and agrees to assume, defend, indemnify, protect and hold harmless Lessor, its employees, agents and assigns from any and all claims for loss or damage to property placed on the premises of the Lessor.

#### **16. FORCE MAJEURE**

In the event Lessor's premises or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the term specified herein, or if the premises cannot be so used because of strikes, Acts of Nature, natural emergency or other cause beyond the control of the Lessor, then this agreement shall terminate and the Lessee hereby waives any claim against Lessor for damages by reason of such termination except that any unearned portion of the agreement fee due hereunder shall abate or be refundable by Lessor to Lessee.

#### **17. PLACE OF SUIT / CHOICE OF LAW**

This Agreement is executed in the County of Marion, State of Iowa, and shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. Any action at law, suit in equity, or other judicial proceedings for the enforcement of this Agreement or any provision thereof shall be instituted in any court of competent jurisdiction in the County of Marion, State of Iowa.

#### **18. COMPLIANCE WITH RULES, REGULATIONS AND ORDINANCES**

This Agreement is subject to, and Lessee, its agents and employees shall use and occupy the licensed area pursuant to all reasonable rules and regulations prescribed by Lessor. Lessee shall also conform with all statutes, ordinances, rules, orders, regulations and directions which are in force or applicable during the terms specified herein, whether issued, adopted or enacted by federal, state, or county governments or any department, bureau or office thereof, including all rules, orders and directions of the Iowa State Fire Marshall, The Rural Fire Department, and restrictions of record on the property of Lessor, and any requirements or conditions of any insurance policy of Lessor. Lessee shall obtain and pay for any and all permits required for the use of the agreed area.

#### **19. DISPUTED CHARGES**

All disputes with respect to charges due to Lessor under this Agreement shall be raised within fourteen (14) calendar days from the date of invoicing or settlement.

#### **20. SIGNATURES REQUIRED**

This Agreement shall have not force or effect whatsoever unless and until it has been executed by Lessor's designated representative. Lessee, by execution, covenants and agrees that Lessee will faithfully perform and abide by each and every term, condition and limitation of the Agreement, each term, condition and limitation of which shall be a condition subsequent to the continuance of this Agreement. Each person who executes this Agreement on behalf of Lessee, by such signature, represents, covenants and warrants that he/she has the power and authority to execute this Agreement on behalf of the Lessee and that all actions have been taken by Lessee to duly authorize and approve the execution and performance of this Agreement.

# MARION COUNTY SPORTSMEN CLUB

## CLUBHOUSE RENTAL AGREEMENT

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Member's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Reservation Date: \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

I will need access to electricity/heat \_\_\_\_\_ Yes \_\_\_\_\_ No

Please send completed form and \$20 to the address at the bottom of the page to have your Clubhouse reservation placed on the calendar. You will be e-mailed when your date is posted.

I have read and agree to the Marion County Sportsmen Club's Facility rental contract.

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return completed form and payment to:

Marion County Sportsmen Club  
c/o Dave Spowart, Treasurer  
1710 W Grandview Dr.  
Knoxville, IA 50138