**MINER PAVILION**

***New Market, Iowa***

**Basic Rental Rate and Guidelines**

Renter Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Contact Phone# \_\_\_\_\_\_\_\_\_\_\_\_\_

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

Type of Event:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Basic Rate: $200.00 X \_\_\_\_\_ days = $\_\_\_\_\_\_\_\_\_\_\_\_

Add’tl clean up $50.00 $\_\_\_\_\_\_\_\_\_\_\_\_

Included:

Use of Kitchen

Use of tables & chairs

Use of PA systems

Total due when key is picked up. **TOTAL DUE: $­­­­\_\_\_\_\_\_\_\_**

00125-007 **DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CK# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

A damage/key card deposit of $200 is required but will be returned or mailed within 15 days after rental, provided no damage, loss beyond normal wear occurs or loss of key card. Any amount of damage beyond the $200 deposit as determined by City Employees will be charged to the renter.

**DATE: \_\_\_\_\_\_\_\_\_ CK# \_\_\_\_\_\_\_\_\_\_ $200.00**

**Key # \_\_\_\_\_\_ Issue Date:\_\_\_\_\_\_\_\_\_\_**

I, the undersigned, have read polices and guidelines and agree to comply with those polices.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

Witnessed City Clerk: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

Date Key returned:\_\_\_\_\_\_\_\_\_\_\_\_\_ Refund Issued: $\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_

Ck #:\_\_\_\_\_\_\_\_\_\_

*Date Key returned:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Refund Issued:$\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Ck #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**MINER PAVILION RENTAL**

**RULES & REGULATIONS**

**CHARGES FOR THE USE OF THE MINER PAVILION:**

**$200.00 PER DAY FLAT FEE**

**PLUS $200.00 DAMAGE DEPOSIT**

**Special rates and other considerations must be approved by City Council.**

1. **NO** SMOKING, ROLLER SKATES, SKATE BOARDS, BICYCLES, ETC. ALLOWED ANYWHERE IN THE BUILDING
2. **RENTER** OF THE FACILITY IS RESPONSIBLE FOR PUTTING THINGS BACK WHERE THEY FOUND THEM, INCLUDING TABLES & CHAIRS (unless told otherwise by management)
3. **RENTER** IS RESPONSIBLE FOR BEAKAGE OR DAMAGE TO FACILITY
4. ALL CHAIRS AND TABLES MUST REMAIN IN THE FACILITY (They may not be loaned or rented out)
5. TRASH BAGS FOR TRASH CANS ARE PROVIDED. PLEASE EMPTY INTO DUMPSTER WHEN CLEANING UP AND PLACE NEW BAGS INTO APPROPRIATE CONTAINERS
6. ALL FLOORS MUST BE SWEPT/DUST-MOPPED, TRASH CANS EMPTIED INTO THE DUMPSTER, RESTROOMS AND KITCHEN LEFT CLEAN, AND ALL FOOD REMOVED
7. NOTE: GYM FLOOR WILL BE MOPPED BY CUSTODIAN, BUT ANY SPILLS SHOULD BE CLEANED UP BY RENTER
8. LEAVE RESTROOMS DOORS OPEN AND GYM DOORS TO THE LOBBY CLOSED
9. BE SURE ALL DOORS ARE LOCKED WHEN YOU LEAVE AND RETURN KEY AS INSTRUCTED

**IN CASE OF AN EMERGENCVY**

**CALL 911 OR 712-370-0116 Mayor Frank Sefrit**

**INITIALS: \_\_\_\_\_\_\_**

**MINER PAVILION**

1. **Use the nail on the breakaway door to allow entrance into the Pavilion. Please be sure to push in on bar and then use nail to lock it into place. Please be sure to lock the breakaway doors before leaving.**
2. **Tables and chairs are located in the storage areas in the front entrance….chairs in the right and tables in the left. DO NOT put HOT dishes and roasters on the white plastic tables …… use the wooden tables for such items.**
3. **The north and south bank of lights in the gym are motion activated. The switches (3) for the other lights in the gym are located on the left wall before entering the kitchen. Bathroom lights are motion activated. The switches for the stage lights are located in the supply closet in the kitchen (leave this door open all the time)...Electrical panel to the left on the south side wall. They are in the center of the panel and are marked accordingly.**
4. **Trash bags are located under the kitchen sink. Bathroom supplies are in the supply closet in the ladies bathroom.**
5. **Cleaning supplies are in the supply closet in the kitchen.**
6. **Please use water only on the gym floor if mopping is needed.**

**IF YOU HAVE QUESTIONS, CALL:**

**712-585-3650 Jim & Joyce Radke (home)**

**712-303-0001 Jim Radke (cell)**

**712-303-0012 Joyce Radke (cell)**

**712-370-0116 Mayor Frank Sefrit**

**CITY OF NEW MARKET – MINER PAVILION**

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration for participating in **GYMNASIUM MEMBERSHIP(S), CLASSES AND/OR EVENT(S)**, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the City of New Market, IA, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise.

3. I further **hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage or costs, including court costs and attorney’s fees, that may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Iowa.

5. **I UNDERSTAND THAT THE CITY OF NEW MARKET WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN**.

6. I further agree to become familiar with the rules and regulations of the **NEW MARKET MINER PAVILION** concerning adult/student conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

7. I also understand that I should and am urged by City of New Market to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.

8. **I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE I CAUSE TO THE FACILITIES.**

**IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent (if Participant is under 18 years of age or a dependent on parent’s insurance and taxes for the period of the event)

[Type a quote from the document of the summary of an interesting point. You can position the text box anywhere in the document. Use the Drawing Tools tab to change the formatting of the pull quote text box.]