

**CITY OF KEOSAUQUA
RIVERFRONT AMPHITHEATRE RENTAL AGREEMENT**

This rental agreement is entered into between the City of Keosauqua, hereinafter referred to as "City" and _____, hereinafter referred to as "renter" (Individual or Business Executing Agreement).

The purpose of this rental is for _____
Ex: Reunion, Wedding, Festival
Hereinafter referred to as "Function".

RENTAL & FUNCTION INFORMATION

Name of Contact Person: _____

Address: _____

Phone: Home: _____ Cell: _____

Date(s) Rented: _____

Category: Commercial _____ Non-Commercial _____ Children's _____ Civic _____

Alcohol Served: Yes _____ No _____ Alcohol Sold: Yes _____ No _____

Water Needed: Yes _____ No _____ Electric Needed: Yes _____ No _____

I. Legal Authority

This agreement is entered into between the City and the Renter according to the rules and regulations and rate schedule attached.

II. Purpose of this agreement is to delineate the responsibilities of the City and Renter in the rental of the Riverfront Amphitheatre.

III. Distribution of Responsibility

A. The City agrees to:

1. Schedule the rental of the Riverfront Amphitheatre.
2. Ensure that proper maintenance is done and that the bandshell is in condition to be rented.

B. The Renter agrees to:

1. Pay full rental fee at the time of RESERVATION.
2. Provide proof of insurance not less than 30 days prior to the Function. Examples of acceptable proof of insurance: Homeowners' Certificate or Commercial Business Liability Certificate.
3. Pay deposit per the rate schedule attached during regular business hours at City Hall.
4. Follow the Rules and Regulations attached as a part of the Agreement.
5. Provide adult supervision for all Functions held for groups under the age of twenty-one (21).

6. Specifically enforce the rules as they pertain to serving alcoholic beverages: **ALCOHOLIC BEVERAGES WILL NOT BE MADE AVAILABLE TO ANY PERSON UNDER THE AGE OF 21 UNDER ANY CIRCUMSTANCES WHILE ON THE PREMISES OF THE RIVERFRONT AMPHITHEATRE AREA.** This includes the Riverfront Amphitheatre and surrounding city property such as walks, parking area and yard areas.
7. Automatic forfeiture of the deposit fee per the rate schedule attached if there is evidence of rule violations and forfeiture of a portion up to and including the entire deposit fee for property damage, cleaning expenses or costs associated with returning the facility to a rentable condition (see Rules and Regulations attached). Any damages in excess of the deposit fee shall be the responsibility of the Renter.

C. The City and the Renter mutually agree that:

1. They will work cooperatively to ensure that the Riverfront Amphitheatre benefits the greatest number of people possible.
2. Any deposit fee refund will be processed once an inspection is completed and a refund is approved. Once approved, the deposit will be returned.
3. Cancellation of advanced reservations may be made with a full refund not less than thirty (30) days prior to the reserved date(s).
4. City rights in Program Delivery
The Functions (uses of) conducted under this Agreement will be in compliance with nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the City Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

IV. Effective Date and Termination of Agreement

This agreement will be effective upon signatures, dates, initials by Renter and will remain in effect until the inspection of the facility is completed and approved.

V. Termination

The City reserves the right to reject any application for rental of the Riverfront Amphitheatre. The City will have the right to immediately terminate any Agreement entered into upon notification that the terms of the Agreement and/or rules and regulations of the Riverfront Amphitheatre have been or will be violated by the Renter.

By signing below, both parties acknowledge and agree to all terms and provisions of this Agreement.

Renter	Date	City of Keosauqua	Date
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Receipt of Rules and Regulations acknowledged: _____
(initials of Renter)

Office Use Only
Date Paid: _____
Amount: _____
Proof of Insurance Provided: _____
Photo ID: _____
Deposit Returned / Processed: _____

RIVERFRONT AMPHITHEATRE RATE SCHEDULE

In order to reserve and hold the Riverfront Amphitheatre for a certain date, the full rental fee for that period must be paid in advance to City Hall. A rental fee applies to each day the bandshell is reserved. The facility is not considered reserved without payment and execution of the Rental Agreement and may be rented to other person(s). Cancellation of reservation may be made with a full refund provided it is cancelled with at least and not less than 30 days written notice. Fees will be forfeited if reservations are cancelled with less than 30 days written notice. Refundable deposit fee is due for all Functions. See Rental Agreement for the handling of deposit fees associated with the rental. Events must end by 12:00 midnight and the facility must be cleaned and vacated (including ALL personal items) by 8:00 am the following day. The City of Keosauqua shall not be responsible for any personal items left at the Riverfront Amphitheatre.

Rate Schedule:

Rental Fee (Per Day): \$35.00

Deposit Fee: \$150.00 – Refundable if conditions are met

Deposit Fee for all functions serving alcohol - \$500.00 – Refundable if conditions are met

Local Civic Organizations such as Boy Scouts, Girl Scouts, 4H, Churches, etc. – NO CHARGE
First Come, First Serve, however, you must register your Function with City Hall.

RIVERFRONT AMPHITHEATRE RULES AND REGULATIONS

The following rules have been adopted by the City of Keosauqua to facilitate the use and operation of the Riverfront Amphitheatre, ensuring the greatest number of people may enjoy and benefit from its use.

Conduct: Persons using the Riverfront Amphitheatre shall conduct themselves in such manner as to avoid annoying others or damaging the building, its fixtures or its equipment. Please respect the 'No Smoking' signs.

Damage: These facilities are for the benefit of everyone. Any damages to the building, its fixtures or its equipment shall be repaired or replaced at the expense of the Renter reserving the Riverfront Amphitheatre during the period for which the damage occurred.

Alcoholic Beverages: There is a \$500.00 refundable deposit on all Functions where alcohol is served and/or sold. Payment of the deposit fee is due at the time of reservation along with the full rental fee and subject to the following:

1. All alcohol consumption must occur within the fenced portion of the property.
2. Private Parties: No license required.
3. Cash Bars:
 - a. License required and must be displayed on the premises during the Function.
 - b. Proof of Dram Shop Insurance required not less than 30 days prior to the Function.
 - c. Alcoholic beverages will not be made available to any person under the age of 21 under any circumstances while on the premises of the Riverfront Amphitheatre. This includes the Riverfront Amphitheatre and surrounding city property such as walks, parking area and yard areas.

PLEASE NOTE THAT THE ABOVE ALCOHOLIC BEVERAGE REGULATIONS ARE IN ACCORDANCE WITH THE IOWA STATE LIQUOR LAWS. IT IS YOUR RESPONSIBILITY TO OBTAIN A LIQUOR LICENSE FROM THE ALCOHOLIC BEVERAGE DIVISION PRIOR TO THE FUNCTION.

Housekeeping: The restrooms must be cleaned by each Renter in preparation for the next Renter or Function. (Not applicable until restrooms are available).

Reservations: Reservations will be accepted up to one (1) year in advance of the event. Rental fees must be paid and a signed agreement received at the time the reservation is made in order to guarantee the date(s). Should the fee and signed agreement not be provided within seven (7) days of the original request, the date(s) requested will be placed as open on the schedule. Cancellation of reservation may be made with a full refund provided it is cancelled with at least and not less than 30 days written notice. Fees will be forfeited if reservations are cancelled with less than 30 days written notice.

Other Procedures: Local civic organizations may use the Riverfront Amphitheatre for events at no charge. However, all the same rules and regulations apply for care and maintenance of the facility as apply to paying tenants. These groups must have prior approval of the City Clerk by the normal reservation procedure.

Advance reservations for the Riverfront Park Bandshell by local civic organizations, including churches, are limited to "once per calendar quarter".

Failure to comply with these rules may be cause for an individual or group to become ineligible for future use of the Riverfront Amphitheatre. In this case, future reservations could only be made with the approval of the Keosauqua City Council.

**Help preserve these facilities.
Use and enjoy them often. Thank you!**

City of Keosauqua

804 1st Street P.O. Box 555
Keosauqua, Iowa 52565-0555

Phone: 319-293-3536 Fax: 319-293-3610



NOTICE OF RESERVATION

**RIVERFRONT AMPHITHEATRE
HAS BEEN RESERVED AND WILL BE
IN USE**

**IF YOU HAVE QUESTIONS
REGARDING THIS RESERVATION
OR USE, PLEASE CALL KEOSAUQUA
CITY HALL AT 319-293-3536.**