THE CITY OF
Atkins
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480 3rd Avenue, Suite #2, Atkins, IA 52206 • 319-446-7870
www.cityofatkins.org

CITY OF ATKINS, IOWA

NON-PROFIT ANNUAL PAVILION USE AGREEMENT

Calendar Year: _____

ORGANIZATION INFORMATION

Organization Name: _____

Primary Contact Name: _____

Mailing Address: _____

Phone: _____ **Email:** _____

501(c) Tax-Exempt Status / Type: _____

Tax ID / EIN: _____

Note: A copy of the organization's IRS determination letter or current tax-exempt certificate must be submitted with this Agreement. This Agreement must be renewed each January.

TERMS OF USE

1. Rental Fee Waiver. All qualifying non-profit organizations are exempt from the standard pavilion rental fee. However, deposit requirements differ by organization category as outlined in Sections 2 and 3 below.

2. City of Atkins Community-Based Organizations. Non-profit organizations that are based in and primarily serve the Atkins community are exempt from both the rental fee and the security deposit. If the organization fails to follow the rules or cleaning requirements on any occasion, the City of Atkins reserves the right to: (a) **require a standard $100.00 security deposit** for all future reservations for the remainder of the calendar year, or (b) **prohibit the organization from future use** of the pavilion, at the City's discretion. The City will provide written or verbal notice of the violation and the resulting consequence.

3. Outside Non-Profit Organizations. Non-profit organizations that do not qualify as Atkins community-based are exempt from the rental fee but are **required to pay a $100.00 security deposit** prior to each reservation. The deposit is subject to the same deposit fee schedule and refund policy as standard renters. Non-compliance with rules or cleaning requirements may result in prohibition from future use, at the City's discretion.

4. Scheduling. Reservations must be made through City Hall in advance. Dates are not confirmed until approved by City staff. The City reserves the right to decline or reschedule any reservation based on availability or other City needs. Anticipated use dates for the year are listed in the Schedule of Use below; additional dates may be requested and added with City approval.

5. Rules & Cleaning. The organization agrees to follow all rules and cleaning requirements outlined in the City of Atkins Pavilion Rental Agreement in full, including but not limited to: no smoking, no pets, no prohibited decorating methods, proper thermostat settings, locking all doors and windows, and returning the access code or key as directed. A copy of the current Pavilion Rental Agreement is attached and incorporated by reference.

6. Alcohol. Beer and wine are permitted only if declared in advance for a specific event. No liquor of any kind is permitted. All applicable city, state, and federal laws apply. The organization assumes full responsibility for alcohol-related incidents.

7. Release & Indemnification. The organization and all its members, guests, and invitees assume all risk of use of the facility. The organization shall indemnify, defend, and hold harmless the City of Atkins, its officers, and employees from any and all claims, damages, costs, or expenses arising from the organization's use of the pavilion. The City is not responsible for items left on the premises.

8. Renewal. This Agreement expires on December 31 of the calendar year listed above. A new Agreement must be completed each January to continue fee-waived use. The City reserves the right to decline renewal for any organization with documented violations in a prior year.

Important: This Agreement does not guarantee exclusive use of the pavilion on any date. All reservations remain subject to availability and must be confirmed by City staff.

SCHEDULE OF USE

List all anticipated use dates for the calendar year. Additional dates may be requested and added with City approval.

Date(s)	Event / Purpose	Pavilion	Est. Attendance

ACKNOWLEDGMENT & SIGNATURES

By signing below, the authorized representative confirms they have read this Agreement in its entirety, agree to all terms, and are authorized to sign on behalf of the organization.

_____ _____

Authorized Representative Signature **Date**

Printed Name & Title: _____

FOR CITY USE ONLY

Approved this _____ **day of** _____ **, 20** _____

Staff Signature _____ **Date:** _____

Organization Category (Staff Use): ☐ City of Atkins Community-Based Organization

☐ Outside Non-Profit Organization

If Outside Non-Profit: $100.00 security deposit required per reservation.

Deposit Collected: _____ **Check # / Cash:** _____

Tax-Exempt Docs Received: _____ **Agreement on File:** _____