THE CITY OF
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CITY OF ATKINS, IOWA

PAVILION RENTAL APPLICATION & AGREEMENT

The City of Atkins Park Pavilion is located at 320 2nd Ave, Atkins, IA 52206. There is a full kitchen: two refrigerators with freezers above, a microwave, and an electric stove with oven. There are male and female restrooms, heat and A/C, Wi-Fi, 10 tables, and 64 chairs.

APPLICANT INFORMATION

A copy of the applicant's driver's license will be taken at the time of reservation.

Applicant Name: _____

Full Address (street, city, zipcode): _____

Phone: _____ **Email:** _____

Group / Organization (if applicable): _____

Purpose of Rental: _____

Date Requested: _____

Time: ☐ Full Day (8am–9pm) ☐ Half Day (8am–2pm) ☐ Half Day (3pm–9pm)

Pavilion: ☐ Resident of Atkins ($150.00/full day) ☐ Non-Atkins Resident ($250.00/full day)
☐ Resident of Atkins ($100.00/half day) ☐ Non-Atkins Resident ($150.00/half day)

Proof of residency is required. Accepted items: Photo ID or Utility Bill.

TERMS & CONDITIONS

1. Rental Period. The pavilion is available for reservation as a full day or half day. Applicants must select one of the following time slots at the time of reservation:

- **Full Day:** 8:00 a.m. – 9:00 p.m.
- **Half Day (Morning/Afternoon):** 8:00 a.m. – 2:00 p.m.
- **Half Day (Afternoon/Evening):** 3:00 p.m. – 9:00 p.m.

All setup, decorating, and cleanup must be completed within the reserved time slot. Entering the pavilion before your reserved start time or remaining past your reserved end time will result in forfeiture of the full security deposit. Any deviation from the reserved time slot requires prior written approval from City staff.

2. Pavilion Access. All entry to the pavilion is managed through a keypad door code. A unique access code will be sent to the Applicant via phone or email by City Hall the day before the reserved date. The Applicant is responsible for ensuring all members of their party are aware of the access policy. The code is valid for the reserved date only and must not be shared beyond the renter's immediate party.

Entry before **your scheduled time** on the reserved date will result in **forfeiture of the full $100.00 security deposit**, as the door system records a time-stamped log of all entries. No exceptions will be made.

Video Surveillance. The City of Atkins maintains video surveillance cameras on the pavilion premises for the safety and security of the facility and its users. By signing this Agreement, the Applicant acknowledges and consents to the presence of surveillance cameras and agrees that recorded footage may be used by the City to verify compliance with the terms of this Agreement, including but not limited to confirming entry and exit times.

3. Reservations. Reservations are accepted on a first-come, first-served basis. The City of Atkins reserves the right to refuse rental privileges to any person or group. The reservation is not confirmed until the rental fee, security deposit, signed agreement, and a copy of the applicant's driver's license have all been received.

4. Rental Fees. The rental fee is due at the time the application is submitted. If the application is not approved, the fee will be refunded. Rental fees are based on residency and the time slot selected, as follows:

	Full Day (8am–9pm)	Half Day (8am–2pm or 3pm–9pm)
Atkins Resident	$150.00	$100.00
Non-Resident	$250.00	$150.00

Proof of Atkins residency is required at the time of reservation. Accepted forms of proof are a current **photo ID** or **utility bill** showing an Atkins address. If residency cannot be verified, the non-resident rate will apply.

5. Security Deposit. The rental fee is due at the time of application. A security deposit of **$100.00** is due no later than 7 days prior to the rental date. If the deposit is not received by that deadline, the reservation will be cancelled, and the rental fee will not be refunded. The deposit will be refunded after City Council approval if the facility is returned in satisfactory condition with all rules followed. Partial or full deductions will be made per the fee schedule on page 4.

6. Cancellation & Refunds. Cancellations more than 30 days before the event will receive a full rental fee refund. Cancellations within 30 days, or no-shows, forfeit the rental fee. The deposit is subject to deductions per the fee schedule regardless of cancellation timing.

7. Non-Profit Organizations. Qualified non-profit organizations are exempt from the standard rental fee, provided a **Non-Profit Annual Use Agreement** is completed with the City at the start of each calendar year. Rules and cleaning requirements outlined in this Agreement apply to all non-profit users without exception.

Non-profit organizations are divided into two categories:

a) **City of Atkins Community-Based Organizations.** Non-profits that are based in and primarily serve the Atkins community are exempt from both the rental fee and the security deposit. However, if the organization fails to follow the rules or cleaning requirements on any occasion, the City reserves the right to require a standard security deposit for all future reservations for the remainder of the calendar year, or to prohibit future use entirely, at the City's discretion.

b) **All Other Non-Profit Organizations.** Non-profits that do not qualify as Atkins community-based organizations are exempt from the rental fee but are required to pay the standard **$100.00 security deposit** at the start of their Annual Use Agreement, 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.

8. Alcohol Policy. No liquor of any kind is permitted. All applicable laws must be followed. The City assumes no liability for alcohol consumed at the facility. The Applicant shall indemnify and hold the City harmless from any related claims.

9. Release & Indemnification. The Applicant and all guests assume all risk of use. The Applicant 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 this rental. The City is not responsible for items left on the premises.

RULES

- No smoking anywhere in or around the building.
- No pets inside the pavilion. Service animals are permitted.
- No nails, tacks, staples, tape, or command strips on walls, doors, tables, or ceiling. No hanging items from the ceiling. No leaning heavy items against walls.
- No confetti or glitter inside the building.
- Do not remove any City property from the building.
- Tables should remain set up unless arranged otherwise with staff.

CLEANING REQUIREMENTS

- Wipe off all tables, chairs, counters, and appliances.
- Sweep all floors. Mop all floors in the event of spillage on the floor.
- Clean all restrooms — toilets, sinks, stall doors, floors, and garbage cans.
- Clean the kitchen — stovetop, counters, sink, obvious spills
- Drape any damp or wet towels over the counter or sink to dry. Do not take them home.
- Turn off all lights and fans — including restrooms. Close restroom doors.
- Lock all windows and doors. Tug exterior doors to confirm they are locked.

LEAVING THE PAVILION

As you are leaving the Park Pavilion, push/depress the push bar to release it back to the locked position. It can stick, so it requires a little extra push at the end of the day.

Remove all trash from inside and outside the building. **All trash must be taken to the dumpster out front.** Break down cardboard and take it to the cardboard dumpster on the north side of the parking lot. (The dumpster key is in the water/cleaning closet.)

RETURN OF DEPOSIT

After your scheduled date, the cleaning team will go through the Park Pavilion in the following days. If the team finds that all required items have been completed, the deposit will be returned. The request is submitted to the City Clerk/Treasurer to go before the City Council at the next available City Council meeting. Once the meeting is completed, a check is issued and mailed to the address on the rental agreement.

DEPOSIT FEE SCHEDULE

The following fees will be deducted from the security deposit for each violation. The City will notify the Applicant by phone if any amount is being deducted from the deposit.

Violation	Fee
Not clean — tables, chairs, appliances, sinks, toilets, stall doors, kitchen counters, kitchen sink	**$25.00**
Nails, tacks, staples, tape, or command strips used on walls/doors/ceiling/tables	**$25.00**
Garbage left in pavilion or restrooms / not taken to dumpster	**$25.00**
Lights and/or fans left on	**$25.00**
Floors not swept. If there is a spill, it was not mopped up	**$25.00**
Toilets and/or sinks not cleaned (including stall doors and floor)	**$25.00**
Items hung from ceiling or leaned against walls causing marks	**$25.00**
Windows and/or doors left unlocked (exterior doors not tugged to confirm they are locked)	**$25.00**
Lost dumpster key	**$25.00**
Early entry or late departure from scheduled time.	**$100.00 — full deposit**
Damage to park property (assessed case-by-case)	**Actual cost**

ACKNOWLEDGMENT & SIGNATURES

By signing below, the Applicant(s) confirm they have read this Agreement in its entirety and agree to be bound by all provisions. The City of Atkins is not responsible for items left on the premises.

_____ **Date:** _____

Applicant Signature

_____ **Date:** _____

Second Applicant Signature (if applicable)

FOR CITY USE ONLY

Approved: _____

_____ **Date:** _____

Staff Signature

Rental Fee Paid: _____ **Check # / Cash:** _____

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