



## INDOOR FACILITY TERMS & CONDITIONS

These terms and conditions apply to use of Credit Island Lodge, Duck Creek Lodge and Roosevelt Community Center.

\* Should you need emergency assistance on the date of your event and are unable to reach our front desk team at (563) 328-7278 please call (563) 655-4166.

### GENERAL TERMS AND CONDITIONS:

1. All rental requests are accepted on a first-come, first-request basis. Parks and Recreation Department and/or City of Davenport sponsored events take priority over all other requests.
2. Conflicts in scheduling shall be resolved in accordance with the Department's Special Use Policy. The Department reserves the right to deny a request in the intent of the Special Use Policy and the best interest of the general public.
3. All functions conducted in park facilities must be in accordance with the Davenport Municipal Codes.
4. Unless specifically approved per a special use request, it is understood that the event is not a benefit function, no admission will be charged or tickets sold. The sale of alcoholic beverages is strictly prohibited without prior approval and an active state liquor license or a valid beer, spirits and wine permit. Copies of the license or permit must be provided to the department 30 days in advance of the event.
5. Authorization may be issued for consumption of alcohol in designated locations. Authorization will require user to secure \$1 million in host liability insurance for the day(s) of the event, with the City of Davenport listed as additional insured.
6. Alcoholic beverages are strictly prohibited without the proper host insurance documentation. Individuals making request must be at least 21 years of age and will be required to present authorized proof of age. Absolutely no individuals below the age of 21 are allowed to possess or drink alcoholic beverages on public park property.
7. The right to grant or deny alcohol consumption shall lie solely with the Department and requests for such must be made at time of reservation.
8. Per City of Davenport ordinance 12.75.095 "No person, at any time, shall use a tobacco product or nicotine product of any kind while present on or in any city park or facility. This includes indoor locations and the outdoor area surrounding them regardless of facility use. Personal property is exempt from this ordinance.
9. The requesting party shall assume complete responsibility, financial or otherwise, for damages, clean-up, breakage or loss. Use of tacks, staples, nails, screws or open flames are not permitted. If tape is used, it must be the blue painters' tape and shall be

completely removed at the end of the event. Damage caused by improper tape use, will affect the deposit refunded.

10. All building and rooms shall be left in orderly condition. See the deposit return chart for more details.
11. Facilities access:
  - a. Duck Creek Lodge renters will be given a 4-digit code to access the facility 15 minutes prior to the rental start time when they meet with the lodge attendant. Failure to re-set the facility locks at the end of the event may result in additional fees.
  - b. Credit Island Lodge renters will be given a set of keys to access the facility 15 minutes prior to the rental start time when they meet with the lodge attendant. Failure to lock facility at the end of the event and leave the keys in the designated location may result in additional fees.
  - c. Roosevelt Community Center Gymnasium renters will be given instructions about how to access the facility 15 minutes prior to the rental start time when they meet with the facility attendant. Failure to lock facility at the end of the event and leave the keys in the designated location may result in additional fees.
12. Any additional requests for installation or placement of equipment, signs, decorations, and lighting, concessions of any type, and other structure or object must be included on reservation request and approved by the Department a minimum of 30 days in advance.
13. Parking is restricted to existing designated areas only. Parking on grass or dirt is strictly prohibited.
14. Facilities are NOT available on the following holidays: New Year's Eve, New Year's Day, Easter, Thanksgiving, Christmas Eve and Christmas Day.
15. Any user of City of Davenport property shall abide by all City and State codes, and shall assume responsibility for their actions or omissions. Any damage or misuse may result in a charge for restoration and/or denial of future privileges.
16. The applicant/sponsoring party here undersigned agrees to hold the City of Davenport and its acting officers harmless for any liability resulting from the sponsoring party's activities and programs.
17. In the case where park property has been closed, as decided upon by the Davenport Parks & Recreation Department, customers will be given the option to reschedule their event or refunded the full amount paid.
18. The purchase of additional rental hours must be done a minimum of 14 days prior to the event date. Requests made less than 14 days in advance are subject to prior approval and may not be accommodated. If approved, short notice requests must be paid in cash or with a credit card at the time of the change.
19. Bounce Houses are not permitted inside park facilities.

**DEPOSITS:**

1. A deposit is required for indoor facility rentals and must be paid at the time of reservation. Fees for Credit Island and Duck Creek Lodges and Roosevelt Community Center are due thirty (30) days prior to the scheduled date of use. Failure to comply will result in cancellation.
2. Deposit Return Guidelines
  - a. Deposits are returned, via mail in check form directly to customers, to the name and address listed on this contract. Please allow 2-4 weeks for processing.
  - b. The chart below has been provided to serve as an aid to determining what amount of a renter's deposit may be returned upon completion of a rental. This document is designed only as a reference and in no way restricts the Davenport Parks and Recreation Department's final determination. A variety of conditions can result in a portion, if not all, of a deposit, which was made as a condition of rental agreement, to be withheld. Listed below are some specific examples and the appropriate dollar amount which may be retained by the Davenport Parks and Recreation Department.

| <b>Condition</b>  | <b>Amount of deposit withheld</b> |
|---|-----------------------------------|
| Trash not removed   | \$20-\$50                         |
| Trash outside of the building which is a result of the rental                                 | \$30/ hour (staff time)           |
| Unclean conditions inside the facility  | \$30/ hour (staff time)           |
| Keys missing  | \$50                              |
| Staining that requires replacement or repair  | Cost of repair or replacement     |
| Any condition which would suggest that the rules associated with the rental had been violated | Up to \$100                       |
| Renter negligence which results in a stand-by or city staff response                          | \$50/ hour (staff time)           |
| Damage to the facility or appliances  | Cost of repair or replacement     |
| Late departure (more than 30 minutes beyond the rental period)                                | \$50 per 30 minutes               |

**CANCELLATIONS:**

1. No processing fee will be assessed on the deposit for facility cancellations more than 30 days prior to the event. Cancellations 29-15 days prior to the event will result a 10% administrative fee being withheld from the refunded deposit.
2. Cancellations made less than 14 days prior to the event will result in a 50% administrative fee being withheld from the refunded deposit.
3. Renters cancelling 24-48 hours or less will forfeit the entire deposit.
4. Deposits will be returned 2-4 weeks after the event. Refund checks will be issued to the renter name and address listed on contract.

**I have read and understand the Terms and Conditions set forth above, and I have verified that the date and location of this rental is correct.**

**Print Participant Name:** \_\_\_\_\_

**Participant's/Parent's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*\*I understand that RIVER LEVELS, acts of nature and emergency facility repairs may affect my rental and the City of Davenport is not responsible for unforeseen circumstances.

Initials: \_\_\_\_\_