

Community Center Rental Agreement (v4)

This Rental Agreement ("Agreement"), is entered into on this day \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, (the "Effective date") between the Town of Lincoln and \_\_\_\_\_ ("Renter") whose mailing address is \_\_\_\_\_ and WHO IS or WHO IS NOT (circle one) a resident of the Town of Lincoln.

The parties agree as follows:

1. Renter. The Town agrees to grant Renter the use of the Lincoln Community Center and Townhall located at N8016 Maple Road, Casco, Wisconsin ("Facility") commencing at \_\_\_\_\_ a.m./p.m. on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ and ending at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ (NOTE: All events must conclude by midnight.)
2. Use. The facility is to be used by Renter for the sole purpose of \_\_\_\_\_ ("Event") and for no other purpose with expected attendance of \_\_\_\_\_ persons. Please Note: Maximum building capacity is 99 persons.
3. Rental fee and security deposit. Renter agrees to pay to the town the usage fee and security deposit (see below) to secure The Facility for above date and time. Facility will not be reserved until a completed Rental Agreement, the usage fee and security deposit have been received by the Town.
4. Renter Liability/Cleaning. Renter agrees to return Facility (both interior and exterior) to condition upon access and remove any and all garbage generated by Renter, and those present at the Event, from the premises at the conclusion of the Event.
  - a. NOTE: Kitchen is to be used for food preparation and warming food ONLY; no cooking or frying is allowed.
  - b. During the contract, Renter is responsible for any and all damage to the furnishings, equipment and property of the Town caused by the Renter or its agents (ordinary wear and tear expected) and Renter shall pay the Town all reasonable cost incurred for the cleaning, repairing or replacing of such equipment or property.
  - c. The Town does not permit the affixing of anything to the walls, floors, or ceilings of the interior or exterior of the Facility with nails, staples, tape or any other substance by Renter unless written approval has been received from the Town prior to the event.
  - d. Renter agrees that the Town shall be able to apply the security deposit as partial payment to cover any costs incurred by the Town related to any damage to the facility during the Event or cleaning cost related to Renter's failure to return the Facility to at least as good of a condition as that was received by the Renter at time of access.

5. Daily Fee Schedule

Make checks payable to: Town of Lincoln	Usage Fee	Security Deposit
Town Resident/Taxpayer	\$75	\$75
Non Resident/Non-Taxpayer	\$150	\$75

The deposit will be returned after the key is returned to Town and Town completes a successful clean up inspection.

6. Indemnification and Hold Harmless. Renter agrees to indemnify and hold harmless the Town, its officers, directors, agents, representatives or employees (the "Indemnified Parties") from and against any and all claims and costs including attorney's fees arising out of or resulting from Renter's or any of Renter's agents, customers, invitees, contractors, occupants, or employees use or occupancy of the Facility or other Town property. Notwithstanding anything to the contrary contained herein in any event of loss or damage to the Facility any

other Town property or Renter's business or property licensee shall look first to any insurance in its favor before making any claim against the Indemnified Parties.

7. Compliance with Laws. Renter is responsible for following all local, state and federal laws including but not limited to Wisconsin state liquor laws. No person under the age of 21 may be served intoxicants on the Town property.
8. Firearms. Firearms are prohibited on all Town property.
9. Smoking. Smoking and the use of tobacco products is strictly prohibited inside the Facility.
10. Animals. Other than service animals, no animals or pets allowed on the property unless approved by the Town.
11. Cancellation/Refund. Should it become necessary for Renter to cancel the event, a written cancellation notice, postmarked 30 days prior to the event commencement date, must be received by the Town in order to receive a refund of all fees paid.
12. Miscellaneous.
  - a. Renter may not assign this agreement without the prior written consent of the Town.
  - b. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, fire, flood, wind storm, explosion, war, or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunder shall be diligent in attempting to remove such cause or causes.
  - c. No provision of this agreement is intended or shall be construed to be a waiver for any purpose by the Town of the provisions of Wisconsin state statute 893.80 or other applicable limits on municipal liability.
  - d. This agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the state of Wisconsin. Venue is Kewaunee County, Wisconsin.
  - e. In the event any portion or part of this agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts shall otherwise be fully enforceable.
  - f. No remedy or election set forth in this agreement shall be deemed exclusive but shall, when possible, be cumulative with all other remedies at law or in equity.
  - g. This agreement contains the entire agreement of these parties with respect to any matter covered or mentioned in this agreement. Any amendment or modification of this agreement must be in writing.
13. Point of Contact. The Town Chairman ( \_\_\_\_\_ ) or the Town Clerk ( \_\_\_\_\_ ) are solely responsible for scheduling and key distribution.

IN WITNESS WHEREOF the parties have executed this Agreement under seal as of the Effective Date.

Renter's Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Town of Lincoln, Wisconsin

By: \_\_\_\_\_

Its: \_\_\_\_\_

Phone: \_\_\_\_\_

### **Lincoln Town Hall / Community Center Use Guidelines / Checklist**

- Renter may pick up key from Town just prior to the Event commencement time. Key is to be left on kitchen counter at the conclusion of event.
- Set up/Clean up: Renter is required to set up and take down all tables, chairs and personal equipment and return the Facility to pre-rental condition.
- Town provides cleaning supplies, bathroom paper products and garbage bags.
- Renter is responsible for any additional cleaning and all damage to the furnishings, equipment and property of the Town caused by the Renter or its agents (ordinary wear and tear expected) and Renter shall pay the Town all reasonable cost incurred for the cleaning, repairing or replacing of such equipment or property.
- Besides being held responsible and billed for any unnecessary clean up or damages above and beyond the security deposit, Renter may be subject to loss of rental privileges.
- The Town of Lincoln is not responsible for any equipment or other items left at the Facility at any time.
- The renter is responsible for the following in regard to cleaning and closing the Facility:
  - Clean the inside of the building including wiping down tables, sweeping and mopping all floors.
  - All garbage from inside and outside (including cigarette butts) must be picked up, bagged, and removed from the premises. Replace garbage can bags.
  - All decorations must be removed.
  - All sink and bathroom facilities including the toilets must be cleaned.
  - Take all your food and beverages from the refrigerator with you.
  - If you change the settings on the heat/AC, return to the settings you found it at on your arrival.
  - Turn off all lights and lock all doors before leaving.
  - Leave key on kitchen counter.
  - Report any damages or issues to Town contact at conclusion of event.

Thanks you!