

Town of Pacific
TOWN HALL RENTAL AGREEMENT

The undersigned renter and Town agree to the rental of space at the Town Hall on the terms set forth below:

Purpose/Event: _____

Date of use: _____ Anticipated Attendance: _____ (Maximum Capacity of Activity Room 1 is 108;
Maximum Capacity of Activity Room 2 is 49)

Start time (including set-up): _____ End Time (including clean-up): _____
(Start time may not be earlier than 9:00am and end time may not be later than 10:00pm. Rental period may not exceed 8 hours unless applicant is a government entity or not for profit organization).

Name of Renter: _____ Telephone #: _____

Address: _____ Email: _____

*If organization, also list the name of the responsible party: _____

USE OF TOWN HALL ACTIVITY ROOM 1 AND/OR ACTIVITY ROOM 2

The Town Hall Community Room (hereinafter "Activity Room 1"), along with the adjacent kitchen, may only be rented by the following: (1) Town residents/Town businesses, (2) tax exempt not for profit organizations, and (3) governmental entities. The rental fees are set forth below. A completed Rental Agreement shall be required, except no fee or Rental Agreement is required for use by a governmental entity.

The former Pacific School Gymnasium (hereinafter "Activity Room 2") may only be rented by the following: (1) Town residents/Town businesses. The rental fees are set forth below. A completed Rental Agreement shall be required, except no fee or Rental Agreement shall be required for use by Town youth or adults solely for basketball or other indoor athletic activities.

No admission fee or other fee may be charged to those attending any event at the Town Hall covered under this Rental Agreement. Activity Room 1 and Activity Room 2 shall not be available for rental during major holidays. Further, the Activity Rooms shall not be available for use by a renter on a recurring or routine basis, more than once every three (3) months. Supplies are not furnished by the Town.

FEES AND CHARGES

1. Per Day Rental Fee.

- Activity Room 1 \$150.00 Add kitchen rental \$50.00
 Activity Room 2 \$ 25.00

2. Security Deposit. The security deposit shall be by separate check in an amount equal to the amount of rent.

3. Payment. Renter agrees to pay to the Town Clerk the applicable rental fee and security deposit in separate checks at the time this Agreement is submitted to the Town Clerk. Please mail these checks to the Pacific Town Hall at W7530 Hwy 16, Pardeeville, WI 53954. Renter may cancel this Rental Agreement by giving written notice to the Town Clerk. The Rental Fee and security deposit

will be returned if this Rental Agreement is cancelled by the renter at least two weeks before the event, less a \$50.00 administration fee to be retained by the Town.

4. Deductions from security deposit. After the conclusion of the event, the Town will return the security deposit provided the terms of the rental agreement are met, including clean up. If the rental space is not cleaned satisfactorily, the Town may keep all or part of the Security Deposit for any cleaning that is necessary beyond the Town's normal contracted event cleanup and may charge additional costs, if the additional cleanup costs exceed the amount of the Security Deposit. Any clean up by the Town required beyond the Town's normal contracted event cleanup work will be at the rate charged to the Town. For rental of space at the Town Hall, a cleanup checklist will be provided. The Town may also deduct from the security deposit for any damages to the rented premises and if the damages exceed the amount of the remaining security deposit, then the Town may bill the renter for the additional cost. Renter shall also be responsible for actual costs, including actual attorney fees incurred, in collecting amounts owed to the Town. Any portion of the security deposit, not used for reimbursement of cleanup costs and/or damages, shall be mailed to the renter within seven (7) days after the date of the event. An explanation of any deductions will also be provided to renter within that seven (7) day period.

LIABILITY

1. Release by Renter. Renter understands that the use of these rented premises presents potential risk of injury/damage. Renter hereby releases the Town, and its officers, employees, representatives and agents from any liability for negligence relating to any injuries, damages or losses arising out of the use of the rented premises under this Agreement.
2. Renter's Liability. Renter shall be responsible for all damages, injuries or losses arising in whole or in part out of any acts and/or omissions of renter and renter's guests and invitees regarding the use of the rented premises under this Agreement and shall indemnify the Town against, and hold it harmless from, any liability for such damages, injuries and losses.

RULES

1. Access. Arrangements must be made with the Facility Coordinator for access to the premises for the event. The Facility Coordinator, at all times during the event, shall have access to observe the event and enforce the rental rules.
2. Setup and Storage. Set up and/or storage prior to the rental date may be allowed only with approval of the Facility Coordinator.
3. Wall Decorations. Renter is not allowed to use nails, tacks, staples or any other items that will puncture the walls or paste or tape that will leave marks on the walls.
4. Snow and Ice Removal. If it has not already been done, renter shall be responsible for the removal of snow and ice from the walkways at the beginning and during the event. A shovel will be provided.
5. Parking. Parking shall only be in designated parking stalls in parking lot. No vehicles may be operated on the lawn.

6. Compliance. The renter shall comply with all state laws and Town ordinances regarding the use of alcohol on the premises. Renter also agrees to abide by all other state, county and local laws.
7. Smoking. No smoking is allowed at any location on the Town Hall premises.
8. Beverage Service Area. In Activity Room 1, all beverages must be served from the counter. No kegs or other beverage dispensers are permitted.
9. Responsible Party to remain on Premises. The renter/responsible party must be present throughout the event.
10. Pets. No pets are allowed at the Town Hall, except service/support animals that are required to be admitted to public buildings under State and/or Federal law.
11. Exterior Doors. During the event, the exterior doors shall be shut. They may not be propped open at any time.
12. Cleanup. Following the event, the rented premises must be promptly restored by renter to the substantially the same condition that the premises were in prior to this rental. Renter is responsible for the cleaning provided for on the attached checklist immediately after the event. The event and cleanup by the renter must be completed by the event end time set forth on page 1.

EACH PARTY HAS READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT.

RENTER:

Signed: _____

Print Name: _____

Dated: _____

TOWN OF PACIFIC:

By: _____

Facility Coordinator

Dated: _____