

TOWN HALL RENTAL AGREEMENT

Landlord: Town of Dewhurst, Clark County, Wisconsin

Renter(s) Name: \_\_\_\_\_

Contact Person's Address: \_\_\_\_\_

Town Resident: \_\_\_\_\_

Date and Time Requested: \_\_\_\_\_

**ORGANIZATION:** The town Board may approve an organization to use the premises and has given approval to past groups that had social, governmental or educational purposes. No town resident requirement applies to an organization.

**PREMISES:** Town of Dewhurst Town Hall, N103 Riviera Avenue, Merrilan, Wisconsin 54754 and town land immediately surrounding, except any area marked off.

**PARKING:** Renter shall park only in lawful, authorized, developed parking areas provided at the site. Parking shall not be harmful to vegetation or natural areas on site.

**DEPOSIT:** A prepaid amount is paid and refundable to any group, person or organization, in part or full, whenever the facility is clean and undamaged after its use, the hall is left securely locked, and any key is promptly returned to the Clerk or designated town officer. The Renter will be notified if all or part of the deposit is kept to cover cleanup, repair, or damage replacement cost. The Contact Person will be notified of any shortfall in the event cleanup or damage exceeds the deposit amount, and Renter is liable for said deficit, unless the damage or loss caused was due to an Act of God outside the Renter's control.

Social Use Deposit: \$65.00 Organizational Deposit: \$25.00

**RENT:** \$65.00 is charged to any person or group Renter for each calendar day or 24 hour period. A not-for-profit person or organization shall pay \$10.00 per daily event or overnight stay if allowed by the town Board. In the case of a not-for-profit group that has a series of meetings and has established a good record for leaving the premises clean and without damage, the fee may cover up to one year's use. The fee charged is for each 24 hour period of use, established by calendar day unless otherwise approved. The rental charge shall be prepaid. An additional \$10.00 is charged for use of kitchen facilities.

**BAD CHECK CHARGE:** The Clerk shall add \$15.00 to any dishonored check when collected from any person. When any person has previously defaulted on payment or lost the deposit due to cleanup or damage, no new rental shall be approved until past debt is securely paid by cash, Cashier's check, postal money order or other secure means and the current rental is similarly paid.

**PURPOSE:** The hall is available for social gatherings, or meetings of organizations that do not advocate overthrow of the democratic form of government, elected representative of government, or have any interest or action adverse to the town, such as legal action or claim.

**ALCOHOL AND/OR DRUGS:** Only lawful use of fermented malt beverages and controlled substances is allowed on the premises. No alcohol sales or exchanges for value are allowed without a license issued from the town. Landlord accepts no responsibility for the effects of alcohol or any other drug by Renter, its members, guests or other attendees.

**HOURS:** The parties can occupy the town hall beginning at 8:00 am and shall vacate the premises by 9:00 pm, unless specific overnight stay permission is previously granted by the town Board for valid reason i.e. youth campout. Ordinarily, an extension of time for a party would not be considered a valid reason.

**ADMINISTRATION:** The town Board has authorized the Clerk to execute this lease agreement for the Landlord. If the Clerk is uncertain whether the Renter fits within the permitted terms, or if the Renter wishes to appeal the Clerk's decision, the town Board shall rule on the issue at its nearest regularly scheduled meeting where the item is timely placed on the agenda. Both the Clerk and the town Board have the right to demand full completion of an application form for a new or unknown group whose purpose is not clear.

**DECORATION:** Renter shall not permanently affix any object by nailing, screwing, bolting, or other means that will damage the building or its components in any way, either by weakening, marring, or negatively affecting the appearance thereof. Tape or other means, when no problem is created, are acceptable. No painting, staining, plastering of wall, ceiling or window alteration is allowed without the express consent of the town Board.

**WAIVER:** Renter understands the use of the town hall is at Renter's risk. Landlord does not provide consistent supervision, though a town official may enter the premises to check the site as a condition of this lease during shortly before, or soon after an event. Condition of the

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premises is not guaranteed, and Renter is expected to provide maintenance during the event so as to prevent or correct any hazard that may arise.

**AGREEMENT:** Per the Renter's signature below, I agree to the terms and conditions of this Town Hall Rental Agreement:

**DATED:** \_\_\_\_\_

**RENTER AND/OR CONTACT PERSON:** \_\_\_\_\_

**CLERK OR DESIGNEE:** \_\_\_\_\_