



**GRAND CHUTE TOWN CENTER PARK COMMUNITY BUILDING
TERMS OF RENTAL AGREEMENT**

EXHIBIT A

HOURS: The Grand Chute Town Center Park Community Building is available for rental between the hours of 7:00 a.m. and 11:00 p.m. Premises (which include building and grounds) must be cleaned and vacated by 11:00 p.m. or the ending time stated in the Rental Agreement. It is important to allow set up and take down time when deciding hours of usage because the rental fee is based on your total time at the facility. The Renter will forfeit their deposit if they are found to be at the facility other than during their scheduled time.

RESERVATION OF THE FACILITY: The facility may be reserved on the Town of Grand Chute's website at www.grandchute.net/departments/parks-recreation/parks/. Reservations can be made up to one year in advance with a minimum 48-hour advance notice.

RENTAL FEES: The rental fee varies by room selection. The rental fee and deposit must be paid in full at the time the reservation is made.

RESIDENCY AND RENTAL HOURS:

- A. The facility is available for rent to residents and non-residents. A resident is defined as any individual who lives within the Town's official boundaries. A non-resident is defined as any individual that resides outside of the Town's official boundaries.
- B. All reservations require a minimum of seven (7) hours. Full day rentals, defined as the hours of 7:00 a.m. to 11:00 p.m., are accepted Monday through Sunday. Half day rentals, defined as 7:00 a.m. to 2:00 p.m. or 3:00 p.m. to 11:00 p.m., are accepted Monday through Thursday (holidays excluded).

FEES, DEPOSIT, INSURANCE AND LIABILITY TO TOWN:

- A. Please refer to the Room Rental Fee Schedule Table for a complete listing of fees.
- B. A security deposit of \$200.00 will be required for all rentals. The security deposit will be charged to all groups renting the facility for keys, equipment, damage, and/or cleanup costs and will be refunded after the facility and/or equipment has been inspected by the Parks & Recreation staff and found in good condition with policies followed.
- C. A security deposit of \$100.00 will be required for rentals that will be using the gas grill. This amenity is available for Room B and Room A&B rentals. The deposit will be refunded provided the key is returned on time, no damages occurred to the equipment, and both locks are locked.
- D. Rentals that are open to the general public, charge an admission, or have goods/services for sale must provide a Certificate of Liability Insurance in the amount of \$1 million naming the Town of Grand Chute as an additional insured, prior to scheduling an event. A Town of Grand Chute Special Event permit may also be required. Events open to the public are not guaranteed a beer and wine permit. Contact the Town Clerk for information on an event open to the public.
- E. The security deposit is not the limit of liability of the Renter or the Responsible Individual/Guarantor. If costs, expenses or damages incurred by the Town resulting from Renter failure to comply with all obligations under the Rental Agreement exceed the security deposit the Renter and Responsible Individual/Guarantor are liable to the Town for all such additional costs, expenses and damages together with costs and reasonable attorney's fees for enforcement of this Rental Agreement.

KEYS:

A. Pick Up

1. A key card to an outside entrance will be issued to the Responsible Individual on the Rental Agreement.
2. Access to the building is granted between the start and end time stated in the Rental Agreement.
3. Key cards may be picked up at the Town Hall up to five calendar days prior to the reservation. Hours available for key pick up are Monday through Thursday 7:00 a.m. to 4:30 p.m. and Friday 7:00 a.m. to 11:00 a.m.
4. If the key card is not picked up and a Town employee is called to open the facility, a charge of \$100 will be charged to the Responsible Individual on the Rental Agreement.

B. Drop Off

1. The key(s) must be returned to the Public Works Department or placed in the depository available in the foyer of the Town Hall by close of the first business day following your reservation. Failure to return the key card will result in a forfeiture of \$25 per day up to \$50 from the security deposit. Failure to return the gas grill key (if applicable) will result in a forfeiture of the \$100 grill deposit.

DECORATING, SET-UP AND CLEAN-UP INFORMATION:

A. Set up/Cleanup

1. Set up and cleanup is only allowed during the time on your Rental Agreement. Do not leave anything in the facility/park area before or after the time on your Rental Agreement. The Renter must leave the park and associated facilities in the same condition it was issued to you in.
2. The Renter is responsible for set up and take down of all tables, chairs, and personal property equipment.
3. The Renter is responsible for cleaning all areas utilized, including wiping off tables & chairs, sweeping, taking care of spills, placing garbage and recyclables in appropriate bins and removing all decorations, and personal property equipment. The facility is expected to be left in the same condition the Renter found it. The Renter will be held responsible and billed for any clean-up, losses, or damages. The Town of Grand Chute is not responsible for any equipment or other items left at the facility. Removal of Town property from the facility is prohibited.
4. Failure to clean adequately will result in forfeiture of the \$200 security deposit plus \$100 per hour for needed cleaning.

B. Decorations

1. All decorations must be put up and taken down on the day of the reservation without damage to tables, walls, woodwork, ceilings or window furnishings.
2. Decorating may not occur in common areas.
3. Nails, tacks, staples, screws, tape, and duct tape are prohibited.
4. No open flames, lighted candles, dance wax or any other type of dancing compounds are allowed
5. Damage resulting from decorations will result in forfeiture of the \$200 security deposit plus \$100 per hour for needed repairs.

CANCELLATIONS:

- A. If a cancellation is made at least 30 calendar days prior to the scheduled reservation the full reservation fee and security deposit will be returned.
- B. If a cancellation is made less than 30 calendar days prior to the scheduled reservation, the rental fee will be forfeited.

RULES: All rentals must comply with Town of Grand Chute Municipal Code Chapters §409; §415; §456 and any applicable State Statutes.

- 1. Animals are not allowed within the Town Center Park except in designated areas.
- 2. Smoking is prohibited except in designated areas.
- 3. In the event that someone in your rental party pulls the fire alarm, a fee of \$75 will be charged to the Responsible Individual on the Rental Agreement for a False Fire Alarm.
- 4. Be courteous and respectful to renters of the adjoining facility. Be mindful that their event may not be of similar function.

GUARANTY:

All financial and other obligations under the Rental Agreement are individually guaranteed by the Renter if the Renter is an individual. If the Renter is a corporation, limited liability company, partnership, or association the Responsible Individual personally guarantees payment and performance of all obligations of the Renter under this Rental Agreement.

HOLD HARMLESS CLAUSE:

Renter and Responsible Individual/Guarantor (collectively referred to as Renter in this paragraph) shall indemnify, defend, and hold harmless the Town of Grand Chute from any and all damage, or loss or liability of any kind whatsoever occasioned upon and or within the Premises (as described in the Rental Agreement), or ways or walks or concourse adjacent thereto, by reason of any injury to property or persons occasioned by any, omission, neglect, or wrong doing of the Renter or any of his, her, and or its officers, agents, representatives, assigns, guests, employees, invitees, or other person(s) admitted by the Renter to the Premises, and the Renter will, at his or her and or its own cost and expense, defend and protect the Town of Grand Chute against any and all such claims or demands, also including reimbursement to Town of Grand Chute of reasonable attorney's fees incurred in connection herewith. The Renter further agrees to exercise due care in the preservation of the Premises and to prevent loitering and presence of unauthorized persons during all usage periods. These indemnification obligations are not limited to the \$200 security deposit and may exceed that amount for which Renter and Guarantor are liable to the Town of Grand Chute.

All of the foregoing TERMS are incorporated into and made part of the Rental Agreement signed by the Renter.