

FACILITY RENTAL AGREEMENT
TOWN OF ALBION
620 Albion Road
Edgerton, WI 53534, 608-884-8974

PLEASE PRINT

1. SCOPE OF USE. The individual or group identified below (the "Applicant") requests use of the following Town of Albion (the "Town") property on the date and time set forth:

DATE/TIME OF EVENT: _____

TYPE OF EVENT: _____
(i.e. graduation, wedding, family reunion, training seminar, etc.)

FACILITY (Please check one):

TOWN HALL ____ ALBION PARK PAVILION ____

APPLICANT INFORMATION:

NAME: _____

ADDRESS: _____

PHONE NUMBER(S): Work _____ Home _____ Cell _____

EMAIL: _____

2. RENTAL FEE. The Applicant shall pay a Rental Fee for the use of Town facilities. Said fee shall be included with this application as follows:

TOWN HALL FEES		PARK PAVILION FEES	
Town Residents:	\$100.00	Town Residents:	\$ 75.00
Non-Residents:	\$125.00	Non-Residents:	\$100.00

3. SECURITY DEPOSIT. In addition to the Rental Fee, the Applicant shall also pay a \$100.00 Security Deposit included with this application. The Security Deposit will be returned to the Applicant within 15 business days after the event if the Town facility is returned to its original condition. Any damage to the Town facility will be charged to the security deposit. If damage exceeds \$100.00, the Applicant shall be responsible for the balance. This includes any damage on the inside and/or the outside of the Town facility.

4. MULTIPLE APPLICATIONS. In the event that the Town receives multiple applications for use of the same facility and the same date and time period, applications and reservations shall be made on a first-come, first-served basis.

5. FACILITY CONDITION. The Town makes no representations or warranties as to the condition of the facility or its adequacy for the Applicant's proposed use. The Applicant agrees to use the facility "AS IS" and further agrees that it is the Applicant's responsibility to return the facility to the condition in which the Applicant found the facility prior to the Applicant's use. This responsibility includes, but is not limited to, the obligation to (i) sweep and mop all floors as needed; (ii) wipe down all tables and counters; (iii) return all chairs and tables to designated storage areas; and (iv) pick up and dispose of all trash (paper, cans, plastics, cigarette butts, etc.) created by the event in and around the facility. All trash and recycling containers are clearly labeled, and should be used accordingly.

6. ALCOHOLIC BEVERAGES. The sale of alcoholic beverages is prohibited on Town property. Alcoholic beverages may be consumed by adults over the age of 21 only at private events that are by invitation only. Alcoholic beverages may not be served at events open to the general public. Serving alcoholic beverages to minors is prohibited and will result in the termination of this Agreement.

7. TOWN ACCESS. The Town reserves the right to enter the facility at any time for any reasonable purpose. In the event that Town business requires the use of the facility during the date/time of the Applicant's event, this Agreement shall be terminated and the Applicant's sole remedy shall be the return of the Rental Fee and Security Deposit.

8. COMPLIANCE WITH TOWN RULES. The Applicant shall comply with, and ensure all of its participants comply with, all rules and regulations of the Town, which are in effect from time to time.

9. INDEMNITY. To the fullest extent allowable by law, the Applicant hereby indemnifies and shall defend and hold harmless the Town, its elected and appointed officials, officers, employees or authorized representatives or volunteers, and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising from the use of the Town facility granted hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the Applicant or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the Town. This indemnity provision shall survive the termination or expiration of this Agreement.

The Applicant shall reimburse the Town, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs, including attorney fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Applicant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

10. MISCELLANEOUS PROVISIONS.

- A. PARKING. No parking is allowed on Albion Road, or on the private driveway north of Town Hall.
- B. EVENT SET UP. The Applicant shall be responsible for set up and clean up for its use of the facility. All items brought in shall be free standing, and no items should be leaned against walls/doors. Any tape used on walls/doors shall not cause damage to the paint or finishing of the wall/door. Event setup and cleanup is allowed only during the time of the event reservation. If additional time is required, arrangements must be requested with the Town Clerk one week prior to the event. The Town will attempt to accommodate such requests, if Town business permits.
- C. SCHEDULING. All scheduling requests and questions shall be directed to the Town Clerk, at (608) 884-8974.
- D. KEY PICK UP. The Applicant must pick up the key to the facility from the Town Clerk **during normal business hours**, unless other arrangements have been made with the Town Clerk. Arrangements should be made at least one week prior to the event. **Keys must be returned promptly following the event. You may return keys in the drop box at the back of the building. If keys are lost, the Applicant shall bear the entire cost of changing the locks and replacing all keys.**
- E. NO SMOKING. No smoking is allowed inside the Town Hall.
- F. DOGS IN PARK AREAS. Dogs are allowed in Town park areas and shall be leashed at all times. The Applicant is responsible for ensuring that all animal waste is picked up and disposed of properly.
- G. RESTROOMS IN PARK AREAS. Restrooms in the park/pavilion are locked/unlocked via a timer, and are available only during park hours of 6:00 a.m. to 10:00 p.m.

The undersigned Applicant agrees that he/she has read and understands the conditions of this Town of Albion Rental Agreement and agrees to abide by all Town rules/regulations and assumes all responsibility and liability for the event identified above.

APPLICANT

TOWN OF ALBION

Signature
Name (Printed): _____
Date: _____

Signature
Name & Title: _____
Date: _____

FOR OFFICE USE ONLY:

Deposit Received _____ Rental Fee Received _____ Office Calendar _____ Security Deposit Check Returned _____