Use Agreement

Whitelaw Community Park/ Village Hall Rental

This agreement is between the Village of Whitelaw, Wisconsin ("Village") and the following named entity ("User"). The parties agree in consideration of the mutual covenants and promises contained herein as follows:

1. Event Date: _____ Start Time: _____ End Time (includes cleanup): _____
2. Event Type: _____
3. Estimated Attendance: _____
4. Individual/Organization Name: _____
5. Contact Person: _____
6. Address: _____
7. Phone Number: _____
8. Email: _____
9. Additional Information/Requirements: _____
   _____
   _____
   _____
10. Fees..... Whitelaw Park Reservation Fee (Resident): $100
    Whitelaw Park Reservation Fee (Non-Resident): $150
    Village Hall Rental Fee (Resident): $50
    Village Hall Rental Fee (Non-Resident): $75
    Cleaning Deposit: $50
    Total: _____

Fees:
(Park/Hall Rental & Cleaning Deposit) shall be paid by <u>separate checks</u> at time of reservation. Make payable to: Village of Whitelaw.

Dated this _____ day of _____, 20_____.

USER

By: _____

Village of Whitelaw

By: _____

Terms of Use

11. Cancellation: In the event of cancellation, the reservation fee shall be refunded and 100% of the cleaning deposit will be refunded. The Village reserves the right to cancel the event at any time due to circumstances beyond its control or if the event poses a safety risk to the public health, safety or welfare. In that case, all fees will be refunded.
12. Compliance with Rules: User agrees the event shall comply with all existing Park Rules and Village ordinances and all federal, state and local laws. User represents such laws, ordinance and rules shall be observed by all attendees and participants in the event and user shall be responsible for its internal enforcement of same. The Village reserves the right to revoke the reservation and terminate the event at any time in the event of violations which pose a safety risk to the public health, safety or welfare.
13. Condition of Facilities: User shall leave the park and all facilities in the same condition existing at the commencement of the use. All garbage, trash and litter shall be picked up, bagged and tied and removed from the park immediately following the end of the event, to be disposed of by the user. For any building, the floor shall be swept or mopped. All tables, chairs and personal property shall be wiped down. Tables and chairs shall be left in the same area where found. User shall remove all food and personal property brought to the park by user.
14. Cleaning Deposit: Cleaning deposit will be returned if the park/hall is left in the same clean condition, it began in. If damage occurs to the park/hall or personal property, or if clean-up costs are incurred by the Village, the cleaning deposit shall be retained by the Village. If such damage or costs exceed the damage deposit, renter shall be liable for the excess costs.
15. Property of User: Security: User covenants and agrees all property brought on the park premises shall be at the sole risk of the user and the Village shall not be liable for any injury, loss or damage to said property or personal injury to any persons, including death, arising out of the use of said property on the park premises. User shall provide at its cost all private security services necessary for the event, or as the Village may require at any time.
16. Liability: The Village of Whitelaw shall not be liable for any injuries, deaths, or property damage arising out of the use by the user of the rented facilities and equipment. The Village reserves the right to require a Certificate of Insurance.
17. Indemnification: User shall indemnify, hold harmless and defend (with counsel acceptable to the Village), the Village, its officers, trustees, agents and employees from and against any and all claims, losses, actions, causes of action, damages, demands, expenses, losses, costs and liabilities, including, but not limited to, personal injury, including death, and injury to property, arising out of, resulting from, or in connection with the event, except to the extent caused by the negligence of the Village.
18. Binding Effect: The agreement is binding on the parties hereto, their heirs, successors and assigns.
19. Authority: Each person signing this agreement on behalf of an entity represents he/she is authorized to sign and has full authority to sign on behalf of and bind the entity to the terms of this agreement.