Town of Tilden Town Hall Rental Agreement

(Town of Tilden Board Approved 12/9/2020 sbp; Town of Tilden Board Revised 1/25/2023 jls; clerk name/address/phone changed 3/15/2023 jls)

Please read and complete this Rental Agreement in its entirety. Hand-deliver or mail with *both checks:* one check for the Rental Fee, and one check for the Security Deposit to:

Town of Tilden c/o Jenni Sterling - Clerk 8244 County Highway S Chippewa Falls, WI 54729

715.944.5113

Date of Use:	Purpose:		
Starting Time (including preparation)	Finish Time (include clean up)		
Name of Party Responsible:			
Phone: Email:			
Address:			
Hall Rental Fee: \$150.00*	Security/Cleaning Deposit: \$75.00		
*One opening and closing is included in rental fee; any additional openings or closings will be \$10.00 per			
occurrence. Rental includes a full-day rental.			

Release and Hold Harmless:

In consideration of the above-named Town of Tilden ("Town") agreement to allow use of the facilities and related equipment ("Activity"), the sufficiency of which is hereby acknowledged, the responsible person named above and executing this agreement ("Party"), by its undersigned representatives, on its own behalf and on behalf of its assigns, employees, agents, representatives, and successors (collectively "Party"), agrees to release and hold harmless the above-named Town, and its employees, representatives, officers, directors, trustees, successors and agents; from liability for any and all claims, demands, actions and causes of actions, which any person may now have or may hereafter have, arising out of, related to, connected with, in consequence of, or on account of all injuries, property damage, losses and/or other damage resulting to or resulting directly or indirectly, whether developed or undeveloped, accrued or un-accrued, to Party, Town, any other person, arising from negligence, including any act or further, Party expressly agrees to indemnify and hold harmless Town against any and all liability for damages on account of injury, including death, to any persons, including Party, Town or any other person, resulting from or arising out of or in any way connected with the Activity, and which may result from negligence, including any act or omission, of Party, Town, or any other person or any combination thereof.

In addition, Party agrees to reimburse Town for all costs, expenses, and loss incurred by Town in consequence of any claim, demands and causes of action, whether meritorious or not, which may be asserted against Town in consequence of any claim, demands and causes of action, whether meritorious or not, which may be asserted

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against Town on the account of the Activity. Party further agrees to pay any costs, including reasonable attorney fees, which may be incurred by Town in enforcing any part of this agreement.

Party agrees that the term "injuries" includes, but is not limited to, any physical or mental injury, ailment, infirmity, deficiency, sickness or disease.

Party agrees that the term "losses" includes, but is not limited to: 1) damages to or destruction of property; 2) loss of use of property; 3) past and future lost income profits; 4) past and future expenses for any care of treatment, including hospitalization, medical care and treatment; 5) scars and disfigurement; 6) past and future disabilities; 7) past and future loss of services, society and consortium; and 8) any incidental or consequential expenses, damages or losses associated with 1) through 7).

Party is not relying on any representations or statements made by Town or any of its representatives or employees. Party covenants that it will never institute any action or suit against Town for any losses arising out of or in any way related to the Activity.

Insurance and Responsibility:

I certify that I am at least 21 years of age and have liability insurance. I am the responsible party and am a taxpayer in the Town of Tilden.

Rules and Regulations:

Pets; Absolutely no pets allowed.

Alcohol: Party is responsible for abiding by the rules and regulations of the State of Wisconsin in regard to any aspect of alcohol use. Original containers only, with **no kegs allowed**.

Cleaning: Party shall be responsible for the completion of cleaning of the Town Hall following Activity. Cleaning Requirements will be given and are part of this agreement by reference.

Discipline: Party is responsible for discipline inside and outside the Town Hall. Parking or driving on the lawn, fireworks, loud music, or other disruptive activities are strictly prohibited.

Fees: Rental fee and security deposit must be paid for in advance. TWO SEPARATE CHECKS, payable to the "TOWN of TILDEN" for the rental fee and for the security/cleaning deposit are required. Following the final inspection, the security/cleaning deposit check will be returned provided the terms of the rental agreement are met. Cancellations of rental seven days prior to the scheduled activity and cancellations due to inclement weather, will result in a full refund of the rental fee. Mail contract and checks as specified in the first paragraph of this agreement.

Fixtures: A refrigerator, stove, microwave, tables and chairs will be provided for your use. There are adequate electrical outlets and counter space provided for YOUR roasters, coffeepots, etc. You may want to bring coolers with ice for your beverages so the refrigerator space can be used for food.

Key Person Fees: The cost of the first opening and closing is included in the rental fee. Each additional trip will cost \$10.00 extra. Any closings needed after 10:00 p.m. will result in an additional \$10.00 for every hour.

Lost or Stolen Items: The Town of Tilden shall not be responsible for lost or stolen items. However, they may be reported to the Town Board in the event the items re-appear at a later date.

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Parking: No vehicles shall block any entrance or exit to the Town Hall or Fire Department.

Phone: For emergencies, DIAL 911. The address of the Town Hall is posted on the wall by the telephone. Only local calls are allowed. Renters will be billed for any calls made on their rental date.

Recycling: Recycling is mandatory throughout the State of Wisconsin; Party will be responsible for providing bins and bags for recycling. Party MUST remove and properly dispose of all recycling produced at its activity.

Solid Waste: Party will provide bins and bags for solid waste. Party Must remove and properly dispose of all solid waste produced at its activity.

Smoking: ABSOLUTELY NO SMOKING IS ALLOWED INSIDE OF THE BUILDING

Open Flame: Not allowed, with the exception of birthday candles.

I affirm that I am a Town of Tilden Taxpayer. I hereby agree to abide by and take responsibility for all rules, regulations, and cleaning guidelines set up by the Tilden Town Board regarding the rental of the Tilden Town Hall. I understand that if said rules, regulations, and cleaning guidelines are not followed, part or all of my security deposit will be withheld. I also agree to pay for any additional costs that the Town of Tilden may incur because of my use of the facility.

	Dated this	day of	20
Printed Na	me:		
Signature:			
		(must be a Town of Tilden T	-axpayer)

Office Use Only

Extra Hours	Rental Check #	
Extra Openings	Deposit Check #	
Extra Closings	Date Check Returned/Voided	
Telephone Usage	Notes	
Additional Cleaning		