

4495 Town Hall Road, PO Box 157
Phelps, Wisconsin 54554
Phone: 715-545-2270
www.townofphelps.com

RENTER/USER INFORMATION:

Phone: _____ E-Mail: _____

Date(s) of Use: _____ Start Time: _____ Finish Time: _____

☐ Road Closure ☐ Significant Attendance ☐ Alcohol Service ☐ Other Activities: (explain)

SPACE / ROOM REQUESTED: ☐ Tamarack Room (Classroom style) ☐ White Pine Room (Board Meetings)
(see map for location and capacity) ☐ Sugar Maple Room (adjacent to kitchen) ☐ White Birch Room (Telehealth)
☐ Kitchen (see Kitchen Inventory List)

Will you require assistance with setup? ☐ Yes ☐ No

Will beer or wine be served? ☐ Yes ☐ No If yes, refer to #16 of the Renter/User Guidelines and Requirements

(refer to #9 of the Renter/User Guidelines and Requirements)

FEE / CURFEW INFORMATION:

Room for Rent/Use	Capacity	Phelps Residents	Non-Residents
Tamarack Room (classroom style)	78 people	\$100.00	\$250.00
White Pine Room (town board meetings)	78 people	\$100.00	\$250.00
Sugar Maple Room (adjacent to kitchen)	78 people	\$100.00	\$250.00
White Birch Room (telehealth)	15 people	\$100.00	\$250.00
Kitchen		\$100.00	\$250.00

- Rental Fee - \$100.00 per room for residents and \$250.00 for non-residents for each day used, including set up and take down days.
- Security Deposit - \$100.00 for residents and \$250.00 for non-residents. This deposit will be reimbursed after the event, provided the facility is left in clean/undamaged condition and the key is returned, if applicable.
- Community Services Multi-Date Usage Fee Structure – Free services \$0.00 rental fee. For-Profit services \$10.00 rental fee per day for residents and \$25.00 rental fee per day for non-residents.
- The following entities shall be exempt from the above-stated rental fee. The Phelps Town Clerk will have discretion on all fee exemptions.
 - a. local organizations that make financial donations to the Town of Phelps in an annual amount not less than the total rental fee(s), or
 - b. local organizations that receive funding from the Town of Phelps, or
 - c. local non- profit organizations hosting events open to the public. For Private Events refer to fee chart above.
- The Town of Phelps reserves the right to revoke the fee exemption for any organization at any time and/or deny use of facilities for any reason.
- Music must end by 11pm. All facilities must be vacated by midnight. Any exception must be presented to the Town Board for approval in advance. Violation of curfew will result in forfeiture of deposit.
- Do not leave anything behind. All food must be taken with you. Do not leave anything in the refrigerator, freezer or in the kitchen.

APPLICANT NAME (PRINT) _____ APPLICANT SIGNATURE _____ DATE: _____

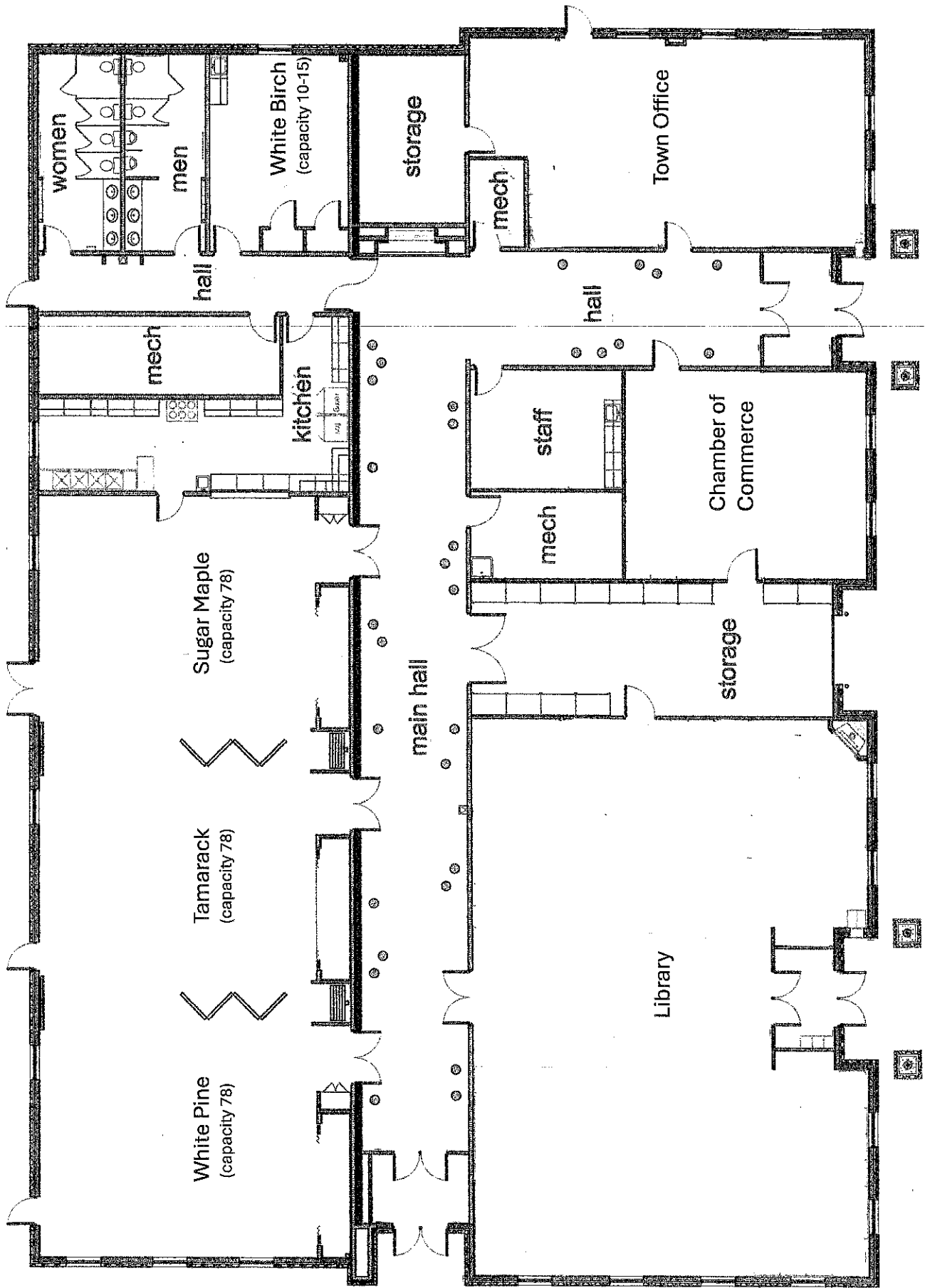
office use only

Special Conditions/Notes of Approval: _____

Approved: _____ Date: _____
Fire Chief or Designee Signature (if applicable)

Approved: _____ Date: _____
Town Clerk Signature

Fee Pd \$ _____ Ck # _____ One-Time Deposit Pd \$ _____ Ck # _____
Deposit Returned: Date _____



MAIN ENTRANCES

**PHELPS COMMUNITY CENTER
RENTER / USER GUIDELINES AND REQUIREMENTS**

1. **General Use** – The Phelps Community Center is available for public rental for meetings, events, and community activities. All uses must be appropriate for a public facility and comply with local, state, and federal laws.
2. **Reservations** – Reservations are required and are scheduled on a first-come, first-serve basis. A completed Reservation Request Form and applicable fees/deposit must be submitted to secure the date.
3. **Available Public Areas** – Request for use may be submitted for one or more of the following areas: Tamarack Room (Telehealth), White Pine Room (adjacent to kitchen), Sugar Maple Room (classroom style), Birch Room (Board Room) and the Kitchen.
4. **Hours of Use** – Events must occur within approved times as stated on the Reservation Request form. Set up and cleanup time must be included in the reservation. All music must end by 11:00 p.m. All events must conclude, and the building is vacated, by the agreed upon time.
5. **Fees and Security Deposit** – Rental fees and security deposits are set by the Town of Phelps and must be paid in advance. Security Deposit may be withheld for damages, excessive cleaning, or policy violations.
6. **Kitchen Use** – Kitchen use must be requested and approved in advance. The kitchen must be cleaned and returned to its original neat and tidy condition. All food and supplies must be removed after the event. There is an additional deposit required for the use of the kitchen. See attached Kitchen Inventory List for items available for use if renting the kitchen.
7. **Audio/Visual (A/V) Equipment** – A/V equipment may be available upon request. Renters are responsible for proper use and for any damage to equipment. Assistance with setup is available upon request as stated on the Reservation Request form.
8. **Items brought into the facility** – Users must disclose any equipment, decorations, or material being brought in. Decorations must not damage walls, floors, or fixtures. Absolutely no nails, screws, tape/adhesives, or open flames allowed. Battery-operated candles only. All items must be removed at the end of the requested hours of use.
9. **Set up and Cleanup Responsibilities** – The User is responsible for:
 - Setting up and returning tables/chairs to their original arrangement
 - Removing all trash and placing it in designated receptacles
 - Cleaning spills and wiping surfaces
 - Ensure bathrooms are orderly and no dirty diapers are left behind
 - Leaving the facility in the same neat and tidy condition as received

Failure to comply may result in forfeiture of the deposit.

10. **Capacity and Safety** – Occupancy limits must be strictly observed. Fire exits, alarms, and extinguishers must always remain accessible. No open flames.

11. **Supervision and Conduct** – The User is responsible for the behavior of all guests. Events involving minors must have adequate adult supervision. Disorderly conduct, illegal activity, or damage will result in immediate termination of the event.
12. **Damage and Liability** – The User assumes full responsibility for any damage to the building, grounds, or equipment. The Town of Phelps is not responsible for lost, stolen, or damaged personal property.
13. **Insurance (if required)** – Certain events may require proof of liability and/or event insurance. Alcohol-related events may require additional coverage or permits.
14. **Cancellation Policy** – Cancellation notice must be provided within the timeframe outlined in the rental agreement. Refunds of fees/deposits are subject to Town policy.
15. **Parking** – Parking is permitted only in marked, designated parking spaces. No parking is allowed in front of the Fire Hall garages doors. Those doors must always be accessible for ingress and egress.
16. **Alcohol Beverages (Beer and Wine only)** – The possession, sale, or service of fermented malt beverages and/or wine are prohibited in public buildings and public areas unless expressly authorized by the Town. User must: obtain prior written approval from the municipality prior to the event, comply with all applicable provisions of Wisconsin State Statutes Chapter 125 and any applicable Town Ordinances, including but not limiting to obtaining any required Temporary Class “B” Beer License and/or “Class B” Wine License or other applicable permit prior to the event. User must ensure that no person is unlawfully served or allowed to consume alcohol, provide Proof of Liability Insurance, including host liquor liability coverage, naming the Town of Phelps as an additional insured, if required by the Town. Private gatherings by invitation which are held on Town property do not require a license if the event is closed to the public and there is no charge, direct or indirect, for the alcohol beverage. The Town is exempt from liability for alcohol consumed at private gatherings. The User shall be solely responsible for compliance with all alcohol related laws and liabilities.
17. **Food and Non-Alcoholic Beverages** – Food and non-alcoholic beverages are permitted in designated areas. The User is responsible for safe food handling and compliance with applicable health regulations.
18. **Indemnification and Hold Harmless** – To the fullest extent permitted by law, the User agrees to indemnify, defend, and hold harmless the Town of Phelps, its officers, officials, employees and agents from and against any and all claims, demands, damages, losses, costs, or expenses, including reasonable attorney fees, arising out of or resulting from the renter’s use of the Town facility.
19. **Compliance and Enforcement** – The User shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Violation of these terms may result in immediate termination of the event, forfeiture of fees, and denial of future use.
20. **Policy Compliance** – Failure to comply with these guidelines may result in; Loss of deposit, Denial of future rentals, Immediate termination of the event.

**PHELPS COMMUNITY CENTER
RENTAL AGREEMENT**

This Rental Agreement ("Agreement"), is entered into on this ____ day of _____, 20____, (the "Effective Date") between the Town of Phelps, Wisconsin (the "Town") and _____ ("Renter") whose residence and mailing address is _____.

The parties agree as follows:

1. Rental. The Town agrees to grant Renter the use of the Community Center, located at 4495 Town Hall Road, Phelps, Wisconsin (the "Facility"), commencing at ____ am/pm on ____ day of _____, 20____, and ending at ____ am/pm on ____ day of _____, 20____.
2. Use. The Facility is to be used by Renter for the sole purpose of _____ ("Event") and for no other purpose. Note: Room/ Building Capacity as noted to be complied with. Kitchen is to be used for warming food only, no cooking or frying.
3. Rental Fee and Security Deposit. Renter agrees to pay the Town a non-refundable Rental Fee of \$_____ for use of the Facility and a refundable Security Deposit of \$_____.
4. Renter Liability/Cleaning. Renter agrees to remove all garbage generated by Renter and those present at the Event off the Town premises as the end of the Event (applies to Community Center use only). During the use period, Renter is responsible for all damage to the furnishings, equipment and property of the Town caused by Renter, or its agents (ordinary wear and tear expected) and Renter shall pay the Town all reasonable costs incurred for the cleaning, repairing or replacing of such property or equipment. The Town does not permit the affixing of anything to the walls, floors or ceilings of the Facility with nails, staples, tape or any other substance by Renter, unless written approval has been received from the Town prior to the Event. Renter agrees that the Town shall be able to apply the Security Deposit *as partial payment* to cover any costs incurred by the Town related to any damage to the Facility during the Event or cleaning costs related to Renter's failure to return the Facility to at least as good of a condition as that received by Renter by ____ am/pm on ____ day of _____, 20____.
5. Indemnification and Hold Harmless. Renter agrees to indemnify and hold harmless the Town, its officers, directors, agents, representatives, or employees (the "Indemnified Parties") from and against all claims and costs (including attorney's fee) arising out of or resulting from Renter's or any of Renter's agents, customers, invitees, contractors, occupants or employees use or occupancy of the Facility or other Town property. Notwithstanding anything to the contrary contained herein, in any event of loss or damage to the Facility, any other Town property or Renter's business or property, Renter shall look first to its own applicable any insurance coverage.
6. Compliance with Laws. Renter is responsible for following local, state and federal laws, including but not limited to Wisconsin State Alcohol Laws.
7. Cancellation/Refund. Should it become necessary for Renter to cancel the Event, a written cancellation notice must be postmarked 90 days prior to the event commencement date in order to receive a refund of the Rental fee.
8. Miscellaneous.
 - A. Renter may not assign this Agreement without the prior written consent of the Town.
 - B. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by Force Majeure: fire; flood; windstorm; explosion; war; or causes beyond the reasonable control of the party affected; if prompt notice of such delay is given

by such party to the other and each of the parties hereunder shall be diligent in attempting to remove such cause or causes.

- C. No provision of this Agreement is intended or shall be construed, to be a waiver for any purpose by the Town of the provisions of Sections 893.80, 895.52 and 345.05, -Wis Stats, or other applicable limits on municipal liability.
- D. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Wisconsin. Venue is the Vilas County Circuit Court, Wisconsin.
- E. In the event any portion or part of this Agreement is deemed invalid against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts shall otherwise be fully enforceable.
- F. No remedy or election set forth in this Agreement shall be deemed exclusive but shall, when possible, be cumulative with all other remedies at law or in equity.
- G. This Agreement contains the entire agreement of these parties with respect to any matter covered or mentioned in this Agreement. Any amendment or modification of this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF the parties have executed this Agreement under seal as of the Effective Date:

Renter signature:	Town of Phelps, Wisconsin
_____	By: _____
Printed Name:	Sheryl J Ward, Town Clerk
_____	4495 Town Hall Road
	Phelps, WI 54554
	715-545-2270
Phone No. _____	

KITCHEN INVENTORY LIST

ITEM	COUNT
Basket, tabletop	48
Basting Spoon, 13" S/S slotted with stop hook, plastic handle	2
Basting Spoon, 13" solid	2
Basting Spoon, 15" S/S perforated with stop hook, plastic handle	1
Basting Spoon, 15" S/S solid with stop hook, plastic handle	1
Beverage Server, 42 oz. insulated, (20 White / 20 Black)	40
Bowl, 10 oz soup	176
Bowl, 40 oz.	180
Bowl, 80 oz.	50
Broom, 30" Lobby	1
Bus Tub, 7" Cambro gray	4
Can Opener, crank handle	2
Cart, Cambro for fruit bowls and 7" plates/soup bowls	1
Cleaning Bucket, 3 qt, red	2
Cleaning Bucket, 6 qt, green	4
Coffee Cups, 14 oz	180
Cooks Fork	2
Cutting Board	6
Dish Caddy, Cambro Versa	1
Dish Cart, Cambro black	1
Dust Pan, Lobby with cover	1
Fork, Eclipse dinner	180
Fork, Eclipse salad	180
Fork, Serving - 10" Eclipse salad	40
French Whip, 12"	1
Fruit Bowl, 6.5 oz, ITI #BR-11	176
Fry Pan, 10" Wear-Ever natural finish aluminum	2
Fry Pan, 12" Vollrath	2
Fry Pan, 14" Vollrath	2
Glass Rack Dolly, Cambro camdolly	1
Glass Rack, Cambro camrack	5
Glasses, 15.5 oz Libbey cooler	180
Ice Cream Scoop/Disher, white handle	1
Knife, Eclipse dinner	180
Ladle, 8 oz one piece blue	3
Measuring Cup Set, 4 pc.	1
Measuring Cup, 1 pint NSF clear, molded handle	1
Measuring Cup, 1 qt clear	1
Measuring Spoon Set, 4 pc.	1
Mixing Bowl, 13 qt..	2
Mixing Bowl, 8 qt. S/S with silicone base	2
Ovenmitt, 15" silicone	6
Pitcher, 60 oz	48

KITCHEN INVENTORY LIST

ITEM	COUNT
Plate, 10 3/8", ITI #BR-16	192
Plate, 7 1/4", ITI #BR-7	170
Platter, ITI #BR-13 narrow rim	50
Platter, ITI #BR-14 narrow rim	45
Pot Holder, 7" silicone	12
Pot Holder, terry, brown	12
Recycling Receptacle Container, blue	1
Roasting Pan, Vollrath #68357	2
Sauce Pan, 4.5 qt. Vollrath with dome cover	2
Sauce Pan, 7 qt. Vollrath with dome cover	2
Shakers, 1 oz (48 Salt / 48 Pepper)	96
Sheet Pan, full size	12
Spaghetti Fork	1
Spatula, 13.5" high-temp	2
Spoon, Eclipse coffee/tea	180
Spoon, Eclipse soup/bouillon	180
Spoon, Serving - 10" Eclipse slotted	40
Spoon, Serving - 10" Eclipse solid	40
Stock Pot, 18 qt. Vollrath with cover	2
Stock Pot, 27 qt. Vollrath with cover	1
Strainer, 12" double mesh, round	2
Sugar Packet Holder, clear	48
Towel, 16" x 19" bar cotton	24
Trash Can, 23 gal. slim black	1
Trash Can, 32 gal gray with cover on dolly	3
Turner, 5"	1
Turner, 5"x 4" NSF stainless steel blade	1
Turner, 6"	1
Utility Tong, 12" silicone tip	2
Utility Tong, 16" with locking ring	2
Utility Tong, 9" S/S silicone	6