

# **Town of Brussels**

## **Park Pavilion Rental Agreement**

This rental agreement ("Agreement") is between the Town of Brussels, WI and the following:

### **Licensee Contact Information**

Licensee Name:	
Address:	
City/State/Zip:	
Phone No:	Email:

### **Event Information**

Type of Event:
Date(s) of Event:
Event Start – End Time:
Event Fee (see pricing on website):

The parties agree as follows:

1. License. The Town agrees to grant Licensee a license to use the Park Pavilion, located at 1366 Junction Road, Brussels, Wisconsin (the "Facility"), for date(s) as time as stated above.

2. Use. The Facility is to be used by Licensee for the sole purpose listed above and for no other purpose (the "Event").

3. License Fee: Licensee agrees to pay the Town a non-refundable License Fees as stated in the Fees schedule.

4. Agreement to Rules. Licensee agrees to the following rules for use of the Facility:

- A. All Garbage and recycling must be removed from the Facility and taken with you to dispose of on your own, following the event. New garbage bags should be placed in each garbage can to be ready for the next users.
- B. Bathrooms should be clean, with garbage removed.
- C. Tables should be wiped clear of food and placed back as found.
- D. Used spaces (playground, ballfield, etc) should be free of debris, with garbage removed from premise.F
- E. Nothing is to be taped, nailed or stapled to the pavilion/walls.

5. Licensee Liability. During the Contract period, the Licensee is responsible for any and all damage to the furnishings, equipment and property of the Town caused by the Licensee, or its agents (ordinary wear and tear is expected) and Licensee 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 facilities, equipment, etc.

6. Indemnification and Hold Harmless. Licensee agrees to indemnify and hold harmless the Town, its officers, directors, agents, representatives or employees (the "Idemnified Parties") from and against any ad all claims and costs (including attorneys' fees) arising out of or resulting from Licensee's or any of Licensee's agents customers, invitees, contractors, occupants, or employees use of of 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 Licensee's business or property. Licensee shall look first to any insurance in its favor before making any claim against the Indemnified Parties.

7. Compliance with Laws. Licensee is responsible for following local, state, and federal laws, including, but not limited to Wisconsin State Liquor Laws. No person under the age of 21 may be served intoxicants on Town property.

8. Cancellation/Refund. Should it become necessary for Licensee 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 License Fee.

9. Miscellaneous.

- A. Licensee may not assign this Agreement without the prior written consent of 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 acts of God: fire, flood, windstorm, explosion, war; or cause or causes beyond the reasonable control of the party affected; provided that 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(s).
- 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 Section 893.80 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 Door County, 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 the 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 the Agreement must be in writing.

IN WITNESS WHEREOF the parties have executed this Agreement under seal:

Licensee Signature:

Town of Brussels, Wisconsin

\_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

Send completed Agreement (with payment) to reserve the Facility to:

Penny Wautier, Treasurer, Town of Brussels, 1580 County C, Brussels, WI 54204

Or email: [Treasurer.TownOfBrussels@gmail.com](mailto:Treasurer.TownOfBrussels@gmail.com)