

DAKOTA TOWN HALL RENTAL APPLICATION

Landlord: Town of Dakota, Waushara County, Wisconsin

Name of Renter (Responsible Individual): *This should be the planner/host of the event, and the only person the Town will communicate with regarding the rental.*

Address of Renter: *Provide the house number, street, city & ZIP code; as well as mailing address, if different than physical address.*

Renter's Main Phone Number: _____

Requested Date of Rental (MM/DD/YY): _____ / _____ / _____

Rental Hours Requested (include pre-event setup and post-event cleanup times):

From _____ : _____ a.m./p.m. (circle one) **Until** _____ : _____ a.m./p.m. (circle one)

Type of Event: *For example, child's birthday party, family reunion, graduation party, etc.*

Approximate Number of Attendees: _____

What items/equipment will be brought onto the premises (no grills)?

PURPOSE. The Hall is available for social gatherings, or for meetings of organizations whose use would not adversely affect the Town by legal action or claim.

HOURS. Renter and guests shall vacate the premises by 11 p.m., unless specific overnight stay permission is previously granted by the Town Board for a valid reason (such as a youth camp out). Ordinarily, an extension on time for a party would *not* be considered a valid reason.

TOWN HALL PREMISES AND GROUNDS. The Town Board regularly meets the second Monday of each month. No activities will be scheduled on those dates, nor any dates when elections are conducted. The Town Board does not discriminate with regard to race, religion, sexual orientation or any other criteria prohibited by the Equal Protection Clause of the U.S. Constitution or any other federal or state law. Each application for rental of the Town Hall is reviewed strictly upon the basis of the information contained therein.

DEPOSIT. A prepaid amount shall be paid by any group, person or organization, and a portion of that amount (security deposit) may be returned whenever the facility is clean and undamaged after its use, and the Hall is left securely locked. The Renter will be notified if the Town retains all or part of the deposit to cover clean up, repair, or damage replacement costs. The responsible person listed

on the application will be notified of any shortfall in the event cleanup or damage exceeds the deposit amount, and the responsible person is liable for such deficits.

DONATION. A base donation, as well as a \$100 security deposit, will be collected at time of application from any person or group for each day the Hall is requested, as follows: gathering/meeting without food—\$100; gathering with food—\$250; weddings/wedding receptions—\$350. If paying by check, the payment shall be made as follows: **one check for the rental, as outlined above, and a second check/money order of \$100 for the security deposit.** When the Renter leaves the premises clean and without damage, the Town Treasurer will shred the check for the security deposit, or it may be picked up at a regular Town Board meeting, usually the second Monday of each month at 7 p.m. Money orders and cash may include both the rental and security deposit fees together, and reimbursement for the security deposit (if eligible) will be made at the next regularly scheduled Town Board meeting.

Not-for-profit groups that wish to rent multiple days a month can do so Monday through Friday for a period not to exceed 3 hours each time. The donation will be \$200 per month with a \$200 security deposit due with the first month's payment. If anything is broken or damaged, cost will be taken from the security deposit, which amount will be replenished after Renter has been informed of the bill. Renter will be billed for anything that exceeds the deposit amount. Daily rentals and Town business will take precedence over monthly Renters with no reduction in monthly rental rates. The reduction to only 2 days a week for an extended time will be at a rental rate of \$100 per month. One-month notice of reduction in days will be required. Monthly rental agreement may be terminated by the Town Board at any time without reason. In the event of termination by the Board, monthly rental fee will be prorated and refunded.

BAD CHECK CHARGE. The Treasurer shall add \$30 to any dishonored check when collecting from any person. When any person has previously defaulted on payment or lost the deposit due to cleanup or damage, no new rental shall be approved until any past debt is securely paid by cash, cashier's check, postal money order or other secure means, and the current rental is similarly paid.

PARKING. Tenant shall park only in lawful, authorized, developed parking areas provided at the site. Parking shall not be harmful to vegetation or natural areas on site.

ALCOHOL, DRUGS. Only lawful use of beer, wine and soft drink beverages are allowed on premises. No other controlled substances are permitted. No alcohol sales or exchanges for value are allowed. Landlord accepts no responsibility for the effects of alcohol or other drug use by Renter, its members, guests or other attendees.

MAINTENANCE. Town Treasurer will assign Renter a four-digit code for entering the north-facing door. This code will be effective during the dates/times Renter supplies on page 1 of the application. Attempting to use the code at other dates/times is strictly prohibited. After event, Renter shall turn off lights and remove all garbage from building/grounds. Renter shall wash and wipe countertops, sinks, tables, etc. and flush the toilets when leaving, be certain all faucets are turned off, and sweep or mop floors as necessary. Renter shall return the thermostat to original setting if it was adjusted, and return chairs and tables to storage area. No smoking is allowed in the Town Hall. No open flames other than candles floating in glass dishes are allowed. While a limited amount of paper toweling and disinfectant wipes are available at the Town Hall, Renters must bring their own washcloths and towels for cleaning (and take them home afterward).

ADMINISTRATION. The Treasurer shall execute this lease for Landlord/the Town of Dakota, along with the approval of any Town Board Supervisor. If the Renter wishes to appeal the Treasurer/Board member's decision, the Town Board shall rule on the issue at its nearest regularly

scheduled meeting where the item is timely placed on the agenda. Both the Treasurer and the Town Board have the right to demand full completion of an application form for a new or unknown group whose purpose is not clear.

DECORATION. Renter shall not permanently or temporarily affix any object by nailing, screwing, bolting, or other means that will damage the building or its components in any way, either by weakening, marring or negatively affecting the appearance thereof. Tape or other means, when no problem is created, are acceptable. No painting or staining on walls, ceiling or window alteration is allowed.

ANIMALS. Only service animals will be allowed on the premises.

WAIVER. Renter understands that use of the Town Hall is at Renter's risk. Landlord does not provide consistent supervision, though a Town official may enter the premises to check the site as a condition of this lease during, shortly before, or soon after an event. Condition of the premises is not guaranteed, and Renter is expected to provide maintenance during the event so as to prevent or correct any hazard that may arise.

IN CASE OF EMERGENCY, PLEASE DIAL 911.

You may also contact the following Town officials **if there is an emergency during the authorized use of the Town Hall:** Jeremy Kubasta—920-765-1154, Bob Bandt—920-765-2524, Gary Grenier—920-765-1111, Teri Kubasta—920-570-3188.

Mail checks and application to: **Town of Dakota**
 N1470 State Road 22
 Wautoma, WI 54982

**** As the responsible person for the Renter (individual or group), my signature below indicates that I/we understand and agree to all terms stated in this application, and shall not hold the Town of Dakota liable for any loss or damage to property or person from the use of the Dakota Town Hall.****

SIGNATURE OF APPLICANT:
