

## MAPLE COMMUNITY CENTER RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is made by and between the Town of Maple (hereinafter "TM") and \_\_\_\_\_ (hereinafter the "Renting Party"). The TM and the Renting Party collectively may be referred to as the "Parties."

The TM desires to rent out the Community Center, or otherwise noted as Hall, and the Renting Party desires to rent the center on the terms and conditions as set forth below.

### Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

#### *1. Facilities.*

During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of the Maple Community Center located in Maple, WI, including the restrooms, tables, chairs, and lights, normally assigned for use by renting parties along with one refrigerator. The community center may not be left unlocked and unattended at any time.

#### *2. Rental Period.*

The Renting Party shall have the use of the community center between the hours of 8:00 AM and 1:00 AM, on the date requested. The Rental Period includes any setup time for the Renting Party's event, unless other advanced permission is received.

#### *3. Cleaning.*

The paid fee includes use of the facility. The renter is responsible for returning the tables and chairs to the original set-up, sweeping and mopping the floors, cleaning of any spills, and removing of all garbage. The facility must be left as the renter found it. Failure to do so will cause forfeiture of the Security Deposit by the Renting Party, see sections 4 and 8. The Renting Party must clean the hall by 8:00 am the following day if the Hall is reserved the next day, or within 24 hours if not reserved. All cleaning supplies are provided.

#### *4. Rental Hold/Security Deposit.*

In addition to the Rental Fee, the Renting Party shall pay the TM an additional charge of \$50, the "Rental Hold/Security Deposit" – upon execution of this Agreement to secure the Renting Party's intent to rent the Community Center and to clean the Center after use. Only after the TM has determined that the Hall, its contents, and grounds are clean and free of damage arising from or related to the Renting Party's rental of the Hall will the check be returned or a portion refunded.

#### *5. Maximum Capacity.*

No more than 150 persons shall be permitted in the Hall at one time.

#### *6. Decorations.*

No candles or open flames are permitted inside the Hall at any time. The Renting Party shall not use rice, birdseed, glitter, confetti, etc., or like substances of any type in the Hall or on the grounds outside of the Community Center.

#### *7. Rental Chairs, Tables and Other Equipment.*

If using rental equipment (tables, chairs, etc.) from a source other than the TM, the rental equipment must be promptly removed after the event. The equipment also must not be damaging to the floor or structure of the Hall.

#### *8. Damage.*

The Renting Party is fully responsible, and upon demand shall pay the TM for any and all damage to the Hall

that arises from or is related to the Renting Party's rental of the Hall. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, or any other real or personal property or asset owned by the TM, whether within the rented portion of the Hall or otherwise.

#### *9. Use of Hall Kitchen.*

Use of the kitchen is included in the fee. If the Renting Party uses the Hall Kitchen, they shall:

- i. Remove all boxes, food and trash from the Hall Kitchen at the end of the Rental Period.
- ii. Clean all counters and surface work areas in the Hall Kitchen, including any food spilled in the refrigerator.
- iii. Sweep the Hall Kitchen floor.
- iv. Not put any grease, lettuce, celery, coffee grounds, corks or metal objects in any of the sink drains.
- v. Turn off all appliances at the end of the Rental Period except the refrigerator.
- vi. Remove all dishes, glasses, silverware, linens, and other equipment rented from an outside source by the Renting Party at the end of the Rental Period.
- vii. Wash and put away any TM pots, pans, any other cooking utensils, coffee machines, or any equipment used by the Renting Party.
- viii. Place all used linens in the small wastebasket located in the kitchen.
- ix. Leave the kitchen in an "as good or better than" before use condition.

#### *10. Acts Beyond the TM's Control.*

In the event the Hall or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the TM's fulfillment of this Agreement impossible, then this Agreement shall terminate, and the TM shall return the Renting Party the Rental Charge and the Security Deposit. The return of the Rental Charge and the Security Deposit shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

#### *11. Acceptance of Premises.*

The Renting Party agrees that it has inspected the Hall and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period.

#### *12. Scheduling.*

To reserve the Hall, call the TM at 715-292-4647. The Renting Party is responsible to schedule with the TM the building opening and closing times during the Rental Period.

#### *13. Access to Premises.*

The TM reserves for its members, representatives, and agents free access and right to enter any portion of the Hall. Key pick-up and drop-off is located at 3284 S Colby Road. Failure to lock the building when exiting will result in a forfeiture of the deposit.

#### *14. Indemnity.*

The Renting Party shall indemnify, defend, and hold harmless the TM and its officers and members against any and all demands, causes of action, or any other type of claim of any kind whatsoever of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, invitees, attendees, or others arising out of or in any way related to the Renting Party's rental of the Hall.

#### *15. Cancellation.*

In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renting Party either (a) breaches any term of this Agreement or (b) cancels, the Rental Hold/Security Deposit shall be forfeited as liquidated damages.

*16. Compliance with Laws.*

The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose. If unlawful activities are observed, the proper authorities will be notified and the Renting party's event may be closed.

*17. Assignment.*

This Agreement and any terms or obligations hereunder, may not be assigned or transferred without the express written consent of the TM.

*18. Entire Understanding.*

The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Hall.

*19. Modifications.*

This Agreement may not be modified or amended except through an express written agreement signed by the Parties.

*20. Governing Law.*

This Agreement shall be governed by the laws of the State of Wisconsin. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.

*21. Required Signatures.*

This Agreement is not valid unless signed by a TM official.

*22. Binding Effect.*

This Agreement shall be binding upon the Parties, their representatives or assignees.

*23. Fees.*

Non-profit and community groups may use the community center at no charge, provided it's available; however, non-profits hosting for-profit events, such as fundraising events, are subject to rental and security deposit fees. Funeral luncheons for Town of Maple residents are not subject to a rental fee, but renters must remit a returnable security deposit to reserve the date.

# MAPLE COMMUNITY CENTER RENTAL FORM

Return this form with two separate checks - the rental fee check and deposit check to:  
Tanya Colby, Treasurer, 3284 S. Colby Rd, Maple, WI 54854

## RENTAL FEE SCHEDULE

RENTAL FEE	\$50
SECURITY DEPOSIT FEE	\$50
OUTDOOR SIGN FEE*	\$20

\*An outdoor sign is available to announce your event for an added fee of \$20. Sign space is limited, and the message may be edited or modified by town staff. The board reserves the right to refuse the announcement. Requested announcement:

## EVENT DETAILS

EVENT DATE / TIME	
EVENT TYPE	
SET-UP TIME DAY OF EVENT	
# OF PEOPLE EXPECTED	
KITCHEN USE	YES / NO

## FOR OFFICE USE ONLY

FEES	CHECK #	FEE TOTAL	DATE PAID
HALL RENTAL TOTAL			
DEPOSIT TOTAL			
OUTDOOR SIGN TOTAL			
KEY PICK-UP*		KEY RETURN*	

RENTING PARTY: \_\_\_\_\_

NAME OF RESPONSIBLE PARTY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PH: \_\_\_\_\_

I have read the Maple Community Center Rental Agreement and agree to abide by its terms. \*

RENTING PARTY SIGNATURE: \_\_\_\_\_

TOWN OFFICAL SIGNATURE: \_\_\_\_\_

**\*The renter is not required to submit a printed copy of the Rental Agreement with the Rental Form, but must sign the Rental Form, thus indicating they have read and agree to the terms.**

**PLEASE CONTACT THE TOWN TREASURER FOR KEY PICK-UP AND RETURN**

