

Town of Farmington Rec Park Rental Agreement and Application

RESERVATION AND KEYS

1. All reservations must be made with the Clerk/Treasurer.
2. Reservations are on a first come/first serve basis.
3. The renting party must be at least eighteen (18) years of age.
4. A \$50.00 down-payment is required to reserve the date. Down-payment is applied to the rental fee. The down-payment must be paid when a date is reserved.
5. You must show proof of Venue Insurance Prior to your event.
6. Rental Fee and Damage Deposit must be paid at least one (1) business day prior to the scheduled event.
7. The Clerk/Treasurer must be notified in writing of any cancellations, a 100% refund will be given with at least a thirty (30) day notice prior to the reservation date. If less than thirty (30) days' notice is given, fifty percent (50%) of the fees will be charged and fifty percent (50%) returned.
8. Arrangements should be made through the Clerk/Treasurer for access to the Park.

RENTAL CHARGES

Use of the entire Park for the day will be \$400 non resident \$300 resident
Each additional day \$75
A \$500 Cleaning Deposit is required for everyone.
This will be returned after inspection of park after the event.

GENERAL RULES AND REGULATIONS

Access to the park will be given by the Clerk/Treasurer. The renting party is responsible for securing the park when their event is over. Failure to do so will result in a charge to the cleaning deposit

CLEAN-UP

Responsibility of renter to:

1. Wipe, clean, and dry all used tables and chairs and return to appropriate areas.
2. Place all garbage in the dumpster provided (located behind the building).
3. Sweep floors. Wipe up any spills.
4. Remove all food.
5. Remove all decorations.
6. Turn off all lights.
7. Close and lock all doors.
8. Building should be as clean as it was when you rented,
9. If the Building is not cleaned to our satisfaction. a charge will be deducted from the damage deposit.

EXIT DOORS

The renter is responsible to unlock all exit doors and not block to impede traffic in case of an emergency

DECORATIONS

No nails, tacks, tape, screws, staples, glue, etc. may be attached to the walls, ceiling, inside or outside of the building. No confetti of any kind may be used. Burning of candles is prohibited. Battery operated votive and tea lights are allowed. No pyrotechnics are allowed. Do not drag any equipment, tables, or chairs as it will damage the floor.

SMOKING

Smoking and/or vaping is prohibited in or near the Rec Park Building.

ANIMALS

No animals (except service dogs) are allowed in the Rec Park Building.

CLOSING HOUR

Closing hour of the Rec Park shall be 12:00 midnight. All music shall be finished by 12:00 midnight.

ALCOHOL

Alcohol is allowed at the Rec Park subject to the following conditions:

- A private party (must be by invitation only) can bring in their own alcohol for their event.
- If a private party utilizes the above, the alcohol can only be given away. It cannot be sold by any means.
- That includes the selling of tickets. No tip jars.
- If the renter is having an event that is NOT private, a picnic license can be obtained by a non-profit group or bona-fide club for fermented beverages (beer/wine coolers only) or for wine. A picnic license cannot be issued to an individual. The Clerk/Treasurer can be contacted for details on these regulations and the forms required.
- If alcohol is on the premises, the renter assumes all liability and responsibility of themselves and all of their guests as stated below.
- The renter also agrees to abide by all state laws including those prohibiting the serving of alcohol to minors.

SERVING AREA

There is a Serving Area with a refrigerator. No food preparation is allowed according to State Law. You will need to provide all utensils.

SECURITY

Any law enforcement officer shall have the right to enter the premises at any time. Any law enforcement officer, may at his discretion, terminate the event. The renter shall not be eligible for a refund of the rental fee.

LOST OR STOLEN ARTICLES

The Town of Farmington is not responsible for any articles left, lost, or stolen at the rented premises.

DAMAGES

The renter shall assume all responsibility for any damages to the building and its contents. Damages will be assessed, repaired, and charged to the renter.

INJURY OR ACCIDENTS

The Town is not responsible for any injuries, death, or property damages arising out of the use by the renter of the Rec Park and the renter hereby waives any claims and releases the Town for all claims arising from its use of the Rec Park

HOLD HARMLESS

All events must obtain and show proof of obtaining Venue Insurance. To the extent permitted by law, renter agrees to indemnify, hold harmless and defend the Town of Farmington from and against all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which the Town of Farmington may suffer or incur in connection with renter's use or misuse of the Rec Park. In addition, neither the Town of Farmington nor any of its officers, agencies or employees, shall be responsible or liable for personal injuries of any kind, loss of, or damage to, personal property of User, occurring because of activities being conducted at the Rec Park by renter', its agents, employees, invitees or customers. If it becomes necessary for the Town of Farmington to defend any action seeking to impose any such liability, the renter will pay the Town of Farmington all costs of court and reasonable attorney's fees incurred by it in such defense (only to the extent same are occasioned by the User refusing to indemnify the Town of Farmington as provided hereunder), in addition to any other sums incurred by the Town of Farmington in the litigation including any alternative dispute proceedings in which such claim is asserted.

COMMERCIAL, INDUSTRIAL-, PRIVATE ENTERPRISE

Any Commercial, Industrial or Private Enterprise renting the Rec Park is required to comply with all guidelines as set forth in this rental agreement. ALL commercial, industrial, and Private Enterprise shall also be required to file with the Town Clerk, prior to the date of usage, proof of commercial liability and property damage insurance with minimum limits of \$500,000 or \$1,000,000 combined insurance. Such insurance shall be primary insurance in case of a loss and must name the Town of Farmington as an "Additional Insured" on the policy. A Certificate of Insurance shall be filed with our Town Clerk prior to the date of rental.

**This Rental Agreement Application is made and entered into by and between
the Town of Farmington and Renter**

RENTAL DATE(S) AND HOURS _____

PURPOSE OF RENTAL _____

Renter hereby agrees to pay the Town of Farmington the established rental fee and damage deposit prior to receiving keys for the event. Down-payment is due upon signing of rental agreement.

Rental Fee \$300 (resident of Farmington) \$400 (non-resident)

Down-Payment \$50.00 (required with this agreement)

Damage Deposit \$500.00 (original check will be returned to you following inspection after your event)

Proof of Venue Insurance

RULES AND REGULATIONS:

The renter agrees to abide by all the rules and regulations as written in this Rental Agreement and accepts the conditions as written. Renter acknowledges he/she has received a copy of this Rental Agreement. Renter has inspected the premises and accepts its condition AS IS.

Renter's Printed Name _____

Renter's Address _____

Renter's Phone _____

Renter's Signature _____

Date _____

Please mail or drop off this agreement with deposit when you make your reservation.

*Town of Farmington
Debbie Swanson, Clerk/Treasurer
304 State Road 35
Osceola, WI 54020*

Thank You!