TOWN OF HARTFORD APPLICATION AND AGREEMENT FOR RENTAL OF THE PAVILION

In consideration of being allowed to use the Town Hall Pavilion, the undersigned responsible person, individually, and also the below-named organization, if any, collectively herein "User", hereby agree as follows:

- 1. The User accepts and shall fully comply with the Town of Hartford Pavilion use regulations contained within this application.
- 2. The User must be age 21 to rent facility, or have a parent, or guardian rent the facility who is age 21 that will take responsibility for the use and regulations of the facility.
- 3. The User shall submit a rental fee for each day of use or portion thereof with this application. Hours of entry are 6 am to (12 am) midnight. A security deposit of equal amount of the rental is due at time of key pick-up. The Town Hall will be inspected after the rental time has ended and if the condition is satisfactory, the security deposit will be available for return by mail or pick-up within 10 days after inspection of the facility and the key is returned. If there is significant damage done to the Town Hall, the security deposit will be retained until the Hartford Town Board decides on how much of the funds to keep for damages, or if additional funds are required. Early entry into the hall will result in forfeiture of a portion of your security deposit. You are only allowed into the hall the dates you have rented.

 Duplication of the town hall key is prohibited.
- 4. The User shall return the Town Hall Pavilion to the same condition it was in at the start of the agreement time, and in accord with the specific requirements herein.
- 5. The User is solely responsible for any damage done or additional clean-up required as a result of the rental, including any amount exceeding the security deposit amount. If an Organization is named below, the Person Responsible and the Organization shall be jointly and severally responsible for the damage or additional clean-up required under this agreement.
- 6. The User hereby agrees to indemnify, defend and hold harmless the Town, its officers, employees, independent contractors, and agents from any claims (including not but limited to demands, actions, and rights of action which now or may hereafter arise), costs, and expenses (including, but not limited to, accounting, consulting, engineering and attorneys' fees) arising out of damages (including but not limited to damages for personal injury, sickness, disease, death resulting from injury, sickness or disease, injury to or destruction of property, damages for care and loss of services arising from such injury, sickness or disease, damages for loss of use of property because of its injury or destruction, and all other damages of whatever kind or nature) arising out of or related to the User's rental of the Town Pavilion.
- 7. User acknowledges and agrees that Town employees or agents shall be allowed physical access to the Town Hall for Town purposes at any time during the rental period.
- 8. Issuance and acceptance of this agreement is exclusive to any other Town or county permits which may be required.
- 9. Rental fees shall not be returned unless the rental is canceled in writing at least 60 days prior to the rental period. Non-profit groups will be charged a fee if the Town is not notified of a cancellation before date of use.
- 10. Emergency Maintenance Contact Number: Tony Wagner (262)644-8159 or (262)305-1214.

RULES FOR USE OF PAVILION AND RETURN OF SECURITY DEPOSIT

- 1. All doors must be secured before leaving and all lights must be turned off, including entrance doors and bathrooms when leaving.
- 2. All garbage must be removed from Pavilion and placed in the appropriate dumpster located outside Town Hall building. Garbage bags are provided and additional bags are located in the kitchen in drawer. Recyclables **must** be sorted and placed in marked containers; containers may remain in the building by exit.
- 3. All tables and chairs used must be returned to storage areas, tables must be wiped down and dried before stacking. Use care with chair and table cards as they are heavy when loaded and may tip. Storage carts may not block entrances. Avoid banging doorways and walls. Use of the Town's folding tables for roasters, hotplates and cookware is strictly forbidden. There are designated tables for this purpose.
- 4. Thermostats are located in main seating area and kitchen. Please turn heat down to 60 degrees when leaving facility.
- 5. Floors must be swept and cleaned with soap and water if needed. Mops and brooms etc. are located in the janitor closet by the kitchen.
- 6. No tape, staples, tacks, nails or other items may be used to attach decorations to the shelter floors, walls, or ceilings. Alterations to the shelter are prohibited.
- 7. All rentals are from 6 a.m. to 12 a.m. (midnight). Noise and sound levels shall be within acceptable limits during rental period. All music and party entertaining shall cease at 11 p.m. All children must be supervised by an adult and the User shall maintain peace and good order by all invitees.
- 8. All counter top and equipment must be cleaned, including the sink. Please check that all burners and the oven have been turned off.
- 9. **Smoking is prohibited** in the Pavilion. Cigarette butt containers are provided outside building entrances.
- 10. No awnings, tenting or canopies erected outside Pavilion entrances may be staked into the asphalt parking surface. They are allowed on the grass surfaces only.
- 11. Alcohol beverage use is allowed, but may not be consumed directly from glass containers. Alcoholic beverages **may not be sold** on the premises. User shall insure that alcohol is consumed in accord with State law.
- 12. <u>Any</u> phone calls, complaints, by Town of Hartford police, or Washington County Sheriff Department will result in loss of \$100 of Users security deposit.
- 13. No recreational vehicles (i.e. ATV's, snowmobiles, etc.) are allowed on the Town of Hartford premises.
- 14. <u>ABSOLUTELY NO FIREWORKS OF ANY KIND</u> (i.e. sparklers, bottle rockets, roman candles, etc.) are allowed on the town premises. If fireworks are present, forfeiture of entire security deposit will result.

| 15. No dogs | s or pets are allo | wed on the town | property, this inc | ludes the park area | | |
|----------------|--------------------|-------------------|--------------------|----------------------|--|----|
| by both faci | lities. It is NOT | | town or park/pav | ilion rental contrac | yground, and can be t for personal use. | |
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| I have read th | is contract and | agree to the terr | ns and condition | ns listed here with | in all of these page | s: |
| | | | | | | |
| Signature: | | | | Date: | | |
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SUBMISSION OF THIS FORM CONSTITUTES ACKNOWLEDGEMENT AND ACCEPTANCE OF THE CONDITIONS AND REGULATION WITHING THIS APPLICATION AND AGREEMENT.

| DATE(S) OF PROPOSED USE: ESTIMATED NUMBER OF PEOPLE: RENTAL RQUESTED: | 3360 HWY K | | | | | |
|--|--|--|--|--|--|--|
| Pavilion Rental \$300.00 | | | | | | |
| Pavilion Non-Profit Daily Rental \$100.00 PURPOSE OF USE: | | | | | | |
| APPLICANT / PERSON RESPONSIBLE: (Required) Name: Address: | ORGANIZATION: Name: Address: | | | | | |
| Home Phone: Cell Phone: | Phone: | | | | | |
| By: (Signature) Dated: | By: (Signature of Authorized User) Dated: | | | | | |
| FOR OFFICE US Rental fee amount received:, 20 | | | | | | |
| Security deposit received:, 20 | | | | | | |
| APPROVED BY: Date _ | , 20 | | | | | |
| \$100.00 SECURITY DEPOSIT IS DUE AT THE TIME OF KEY PIC K-UP. \$300.00 SECURITY DEPOSIT IS DUE AT THE TIME OF KEY PICK-UP. | | | | | | |
| KEY PICK-UP IS SCHEDULED FORFROM 3:00 P.M. – 6:00 P.M. (262) 673-72 | | | | | | |