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VILLAGE OF HILBERT COMMUNITY CENTER RENTAL AGREEMENT

This user agreement is made and entered into between the Village of Hilbert, hereafter "Village" and

_____ hereafter "User". The parties agree as follows:

1. FACILITIES USED: User rents the following facilities where indicated by an "X".

_____ Community Center _____ Pitzen Room

2. USER DATE & TIME: The facilities are used for the following date and time:

Date: _____ Time: From _____ To _____

3. RENTAL AND SECURITY DEPOSIT FEE: User shall pay the Village the rental fee at the time this Agreement is signed. The Cash Security deposit will be paid when the keys are picked up. The rental fee for the Community Center shall be \$110. The rental fee for the Pitzen room shall be \$55. The Hilbert Scouting organizations, if they wish to use the Community Center in lieu of the Hilbert Scout building, shall pay a charge of \$20 per usage in addition to the required deposit. Rental is for the day listed only. No prior day setup or day after cleanup is allowed. Additional rental fees will apply if this occurs.

Rental Fee: \$110.00 Security Cash Deposit Fee: **\$300.00**
(Fee includes sales tax and applies to each day used)

FUNDRAISERS: When an organization or individual wishes to reserve the Community Center or Pitzen Room for a fundraising activity, the fee for use of the Community Center or Pitzen Room shall be \$55.

USER POLICY: It is the Village's policy that service clubs and non-profit organizations with principal office in the Village of Hilbert will not be charged a rental fee for use of the Community Center.

4. RESERVATIONS: It shall be the responsibility of the User to ensure that the size of the group assembling does not exceed the maximum capacity of the facilities being rented. The User signing this Agreement must be on the premises the entire time of the rental agreement for security purposes. This shall be strictly enforced. Entrance to the facilities prior to the rental date for setup and decorating is not permitted.

Cancellations: Penalties for cancellations are as follows:

0-7 days prior	100% of rental fee
8-14 days prior	75% of rental fee
15-27 days prior	50% of rental fee
28-42 days prior	25% of rental fee

5. KEYS: Keys for renting the Community Center must be picked up from the Village Clerk on the Thursday or Friday before the rental if the rental is on the weekend or on the day of the event if the rental is during the week. If the rental falls on a Holiday during the week the key must be picked up the last business day before the Holiday. The Clerk's Office is open Monday through Thursday from 7 a.m. to 4 p.m. and Friday from 7 a.m. to 1 p.m. Failure to pick up the keys during regular business hours, without prior arrangement, will result in forfeiture of \$40 of the security deposit. Keys will be returned to the Clerk's drop box located on 6th street on the last day of the rental or may be dropped off at the Clerk's Office the next business day. The Clerk's Office can be reached by calling (920) 853-3241.

6. LIABILITY: The Village shall not be liable for any injuries, death or property damage arising out of the use by User of the above-described facilities and User agrees to hold the Village harmless.

7. LIQUOR LIABILITY AND YOU.

- a. The server of alcoholic beverages may be held liable for injuries sustained by intoxicated persons.
- b. The host/User of a social gathering may also be held liable for injuries caused by intoxicated persons.

Recommended Precautions

- a. Have available and promote the consumption of non-alcoholic beverages.
- b. When possible, use a licensed bartender to dispense drinks.
- c. Check ID's! Must be 21 or older for alcohol!
- d. Limit the number of drinks per person

8. **PURPOSE:** Premises are used for the following purpose: _____

9. **PARKING:** Vehicle parking at the Community Center is located on the North side of the building, on the street or in the parking lot on the East side of 5th street. Parking is NOT permitted on the South side of the building by the Fire Station. Vehicles parked here will be ticketed and towed.

10. **CLOSING TIME:** *The facilities must be cleaned, locked and vacated by 12:00 a.m. Music entertainment will end by 11:00 p.m. Facility must be locked and unoccupied between the hours of midnight and 8 a.m. regardless of the number of days that the facility is rented.*

11. **RULES AND REGULATIONS:** In addition to the duties of the User above, User agrees to abide by the following rules and regulations which are hereby incorporated into this Agreement. If the rules and regulations are not followed, the Village reserves the right to evict User from premises and retain Security Deposit. User agrees to pay additional fees for damages to the facilities.

- a. It is understood that any Village employee or Village Elected Official has the right to enter rented premises at any time.
- b. The Village is not responsible for any articles left, lost or stolen on the rented property.
- c. Smoking is prohibited.
- d. Beer and Liquor Limitation. Alcoholic beverages are permitted for any function by any person who has attained the age of 21 years
- e. No decorations shall be hung from the ceiling, light fixtures or acoustical panels. Decorations may be hung on the wall using scotch tape only. All decorations and tape must be removed from the walls.
- f. Noise levels shall remain minimal as to not disturb neighbor residents. No outside music is permitted.
- g. No animals are allowed.
- h. Booking can be made same day, but no earlier than 24 months in advance.

i. It shall be the responsibility of the User to clean all floor areas including hallway floors, facilities, bathrooms, appliances, chairs and tables before the termination of the rental period. "Clean" means the facility shall be suitable for immediate use by the next User. Tables and chairs must be put back in their original positions. The room will be left in the same condition as it was found so it is ready for the next User. The User will pay for all labor and materials used if the Village has to do any cleaning of the premises following the User's rental.

j. All garbage needs to be placed in the dumpster - which is located behind the Village Hall; west of the Community Center.

k. It shall be the responsibility of the User to obtain any necessary permits or licenses required, and to abide by all State Laws, as well as Village ordinances and resolutions.

l. It is the responsibility of the User to keep the entire facility, interior and exterior, clean, neat and safe. In no way shall the interior or exterior portions of the building including landscape be altered or changed.

By signing this agreement, I attest that I have read and understand all terms and conditions of this agreement and hereby agree to abide by all terms and conditions of this agreement.

Dated: _____

SIGNATURE: _____

PRINTED: _____

ADDRESS: _____

PHONE NO.: _____