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VILLAGE OF HILBERT CIVIC PARK 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. **PARCEL/ FACILITIES USED:** User rents the following facilities where indicated by an X.

- Parcel #12759 (main pavilion)
- Parcel #12760/12761 (South baseball field)
- Parcel #12755 (North baseball field)

- Bathrooms
- Big Pavilion _____ Soda Cooler _____ Chest Freezers (1 or 2)
- Dairy Stand _____ Chest Freezer _____ Refrigerator/freezer
- Beer Stand _____ Glass Coolers (Double or Single)
- Brat Stand
- Stage Area

2. **USER DATE AND 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 a rental fee of \$75.00 at the time this agreement is signed. The **Cash** Security deposit will be paid when the keys are picked up. The Hilbert Scouting organizations, if they wish to use the civic park 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: _____ Security Deposit Fee: **\$200.00**
(Fee includes sales tax and applies to each day used)

FUNDRAISERS: When an organization or individual wishes to reserve the Park for a fundraising activity, the fee for use of the Park shall be \$150.

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 Park for non-fundraising activities.

4. **RESERVATIONS:** It shall be the responsibility of the User to ensure that the size of the group 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 prior to the rental date for setup or storage is not permitted. Cancellations: Penalties for cancellations are as follows:

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

5. **KEYS:** Keys for renting the Civic Park 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. The keys will be returned to the Clerks 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 the User of the above described facilities and the 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 an intoxicated person
 - b. The host/User of a social gathering may also be held liable for injuries caused by an intoxicated driver.
- Recommended Precautions:

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

8. **PURPOSE:** The facilities are being rented for the following purpose: _____

9. **CLOSING TIME:** *The facility 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.

10. **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 the security deposit. User agrees to pay additional fees for any damages done 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. Beer and Liquor Limitation. Alcoholic beverages are permitted for any function by any person who has attained the age of 21 years.
- d. Noise levels shall remain minimal as to not disturb neighbor residents.
- e. No animals are allowed.
- f. Booking can be made the same day, but no earlier than 24 months in advance.
- g. **Care of Facilities:** It shall be the responsibility of the User to clean all facilities used including bathrooms, grills, appliances, tables and benches before the termination of the rental agreement. "Clean" means the facility shall be suitable for immediate use by the next User. The facility 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.
- h. **Garbage and Recyclables:** All garbage needs to be placed in the dumpster near the baseball fields.
- i. 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.
- j. It is the responsibility of the User to keep the entire facility 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.: _____