

Town of Utica Lease Agreement

Renter Name: _____ Volunteer Fire/EMS Member? Yes / No

Renter Address: _____

Renter Phone Number: _____

Rental Date(s) Requested: _____

Rental Time Requested: _____

Does hereby lease from the Town of Utica the following facilities at the suggestion rates:

Town Hall \$50.00 / day

Pavilion \$50.00 / day

Town Hall & Pavilion \$100.00 / day

When renting the Pavilion, it is suggested you look it over prior to the event and clean it as needed. Money will not be refunded.

Three Separate Checks made payable to: Town of Utica

- ① \$75.00 Security deposit per rental (*Monies to be received in 7 days with lease agreement to lock in rental date*)
- ② \$125.00 Cleaning fee deposit per rental
- ③ Total of rental(s): _____ (*Monies to be received 30 days prior to event, or sooner, depending on time rental booked*)

Intended Use: _____

The responsible party hereby pledges and guarantees that the premises and equipment shall be used for the purposes intended. Failure to abide by this provision may result in the immediate termination of the lease at the sole option of the Town of Utica with forfeiture of deposit.

The responsible party, or organization, shall assume all liability for any damages or injuries that may occur during the period of the rental and shall also indemnify the Town, its employees and Board, from any and all claims which may be filed as a result of the responsible party's use of the premises. The indemnification shall include the defense costs of any claim and reasonable attorney fees incurred by the Town.

The Town reserves the right to require an insurance policy binder from the responsible party or organization, or in lieu thereof, an indemnification bond.

The Town Board reserves the right to condition the use of the Town's premises on reasonable requirements which may be unique to the requested use.

The signer of this agreement shall be personally liable in addition to the organization he/she may represent.

The Town agrees that so long as the responsible party performs the terms and conditions of this lease, they shall peaceably and quietly have, hold, and enjoy the premises for the term of this agreement; subject to the provisions of this agreement.

Signature of Responsible Party (Renter)

Date Signed

Town of Utica Representative

Date Signed

**See Reverse
Side for
Terms &
Conditions.**

Please sign and return both copies with the check for the total amount owing. Upon receipt of the Rental Agreement and payment, and/or approval of agreement, a signed copy will be returned to the responsible party. See Terms & Conditions on back side.

Return to: Lucy Trebiatowski ~ 1354 County Road FF Oshkosh, WI 54904 (920-589-2708)

Town of Utica

Lease Agreement ~ Terms & Conditions

The key may be picked up one day prior to the event and must be left in the freezer container marked for Key Rental Return and returned on the first business day after the rental. The key may not be picked up until the deposit and donation are paid.

There is no smoking allowed in the Town Hall.

All events are to be finished and off the premises by 12:00am (midnight).

Any music is to desist by 11:00pm.

No animals allowed on the premises, with the exception of seeing-eye dogs/service animals, per Ordinance of the Town of Utica.

Vehicles may only be parked or used in the designated parking lots. No vehicle shall be permitted to in any way interfere with access and operations of the Fire Department.

The premises are to be returned to the same condition as they were at the time of rental with the Town Hall being set up as it is on a daily basis; chairs set up for the Board meeting. All tables folded and stacked on the cart in the corner. Extra chairs stacked along the west wall. Tables, floors, restrooms, and any kitchen area that you used is to be cleaned before leaving on the day rented.

Cleanup is the responsibility of the Renter; using their own garbage bags and cleaning supplies. All filled garbage bags are to be removed from the premises after the event.

The security and cleaning deposits will be returned pending inspection of the premises. The Renter will be given one warning to return to the Hall to clean up the mess in a timely manner, prior to the next Hall/Pavilion use. If cleaning needs to be completed by Town staff, the cleaning fee will be retained.

If the rental is for a general public use event, it must be approved by the Utica Town Board prior to the event date. Public use event is defined as being publicly announced or advertised. Copies of the liability insurance certificate are required to be filed with the Town Clerk prior to the event date. Security deposits and cleaning fee deposit must still be submitted.

Responsible party shall arrange for sufficient sanitary bathroom facilities to be on site to handle event activities.

No fires, open grills, or other hazardous conditions shall be permitted, except in designated areas. (No grilling under pavilion).

Proper supervision shall be provided of all persons on the premises to protect them from any damages or injuries.

No illegal materials may be brought on the premises nor may the responsible party or organization engage in any illegal activities. Town reserves the right to remove, or have removed, from the premises anyone, or any organization, in violation of this provision.

Cancellation Fee of \$25 will be charged if you cancel after your security deposit has been submitted.

All rentals are required to complete the lease agreement. If you have questions pertaining to Rentals, contact Lucy Trebiatowski at Ltreb@centurytel.net or 920-589-2708. There will be pictures available at the Hall on the proper setup for the Board meetings.

I HAVE READ AND AGREE TO THE TERMS & CONDITIONS OF THIS CONTRACT

(Name) _____

(Date) _____