

AGREEMENT

1. Purpose

_____ (Name) represents that the premises are being reserved for the purpose of _____,

and for no other purpose whatsoever without the written consent of the Village indorsed on this agreement.

2. Rules and Regulations

You shall abide by and conform to all rules and regulations from time to time adopted or prescribed by the Village for the government and management of the facilities.

3. Indemnification

You covenant and agree to save the Village harmless and to indemnify the Village against any and all claims or liabilities for compensation under the Worker's Compensation Act of the State of Wisconsin and any other public liability or property damage liability that may arise or accrue by reason of your use of the premises.

4. Intoxicating Liquors

You will not cause or allow beer, wine or liquors of any kind to be sold, given away, or used upon the premises except upon the express written consent of the Village.

5. Defacement

You shall not injure, nor mar, nor in any manner deface the premises or any equipment contained in or on the premises, and shall not cause or permit anything to be done whereby the premises or equipment in or on the premises shall be in any manner injured, marred, or defaced. You will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the building or equipment contained in the building and will not make or allow to be made any alterations of any kind to the building or equipment contained in the building.

6. Damage to Premises

A. If the premises, or any part of the building on the premises, or any equipment located on the premises during the term of this agreement shall be damaged by your act, default, or negligence, or of your agents, employees, patrons, guests, or any person admitted to the premises by you, you will pay to the Village upon demand such sum as shall be necessary to restore the premises or equipment contained in or on the premises to their present condition.

B. You assume full responsibility for the character, acts, and conduct of all persons admitted to the premises by your consent or by or with consent of any person acting for or on your behalf. You agree to have on hand at all times, at your own expense, such police and fire force as is determined necessary by the _____ [chief of police and fire chief of the Village] to maintain order and to protect persons and property.

7. Loss of Equipment

All equipment entrusted to your care or on the premises during the term of this agreement which shall become lost, stolen, or disappear shall be your sole responsibility. You shall be responsible to pay full replacement costs to the Village.

8. Advertisements

You will not post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters, or cards of any description inside or in front or on any part of the building except upon the regular billboards provided by the Village therefore, and will use, post, or exhibit only such signs, advertisements, show-bills, lithographs, posters, or cards upon the building as relate to the purpose of _____, and for such period of time as designated by the Village. You will take down and remove all signs, advertisements, show-bills, lithographs, posters, or cards of any description objected to by the Village.

9. Fire Hazards

A. You will not do or permit to be done anything in or on any part of the building, or bring or keep anything in the building, which will in any way increase conditions of any insurance policy upon the building or any part of the building, or in any way increase the rate of fire or public liability insurance upon the building or property kept therein, or in any way conflict with the regulations of the fire department or with any of the rules, regulations, or ordinances of the Village or in any way obstruct or interfere with the rights of others in the building or injure or annoy them.

B. You will not, without the prior, written consent of the Village put up or operate any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent than gas or electricity for illuminating the premises.

10. Assignment

You will not assign this agreement without the prior, written consent of the Village nor suffer any use of the premises other than as specified in this agreement.

11. Reservation Refund

If you, being entitled to possession under this agreement, fail for any reason to take possession of or to use the premises, no refund shall be made and the full payment called for by this agreement, including any disbursements or expenses incurred by the Village in connection therewith, shall be payable by you to the Village, as liquidated damages, and not by way of penalty.

12. Staff

You understand and specifically agree that the Village does not furnish any staff not otherwise provided for in this agreement.

13. Evacuation of Building

The Village reserves the right to evacuate the building during any activity in progress when it is deemed necessary for the safety of the general public.

14. Release of Village

The Village shall not be responsible for any damage or injury that may happen to you or your agents, employees, or property from any cause whatever prior, during, or subsequent to the period covered by this agreement. You hereby expressly release the Village from and agree to indemnify the Village against any and all claims for such loss, damage, or injury.

15. Control of Building

The building, including the premises and the keys thereof, shall be at all times under the charge and control of the Recreation Director, who shall be appointed by the Village.

16. Manager of Building

Any matters not expressly provided for in this agreement shall be in the discretion of the Recreation Director.

17. Governing Law

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

18. Entire Agreement

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Dated this _____ day of _____, _____.

Name