



353 S Broadway St
 P.O. Box 155
 Stanley, Wisconsin
 54768-0155
 715-644-5758
 www.stanleywisconsin.us

Stanley Community Center (SCC) Rental Agreement

Renter: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email: _____

Type of Event: _____ Event Date: _____ # of Guests: _____

1. Elk Park Road (adjacent to the CPCB) is a public road. If you would like to have this road closed to traffic during your event you will need a street privilege permit. Is one needed? Yes or No (if yes, an additional form is needed along with council approval)
2. The park closes at 10 pm. If you would like to stay open longer you will need to request a variance. Do you need a time variance? Yes or No (if yes, this would need an additional form filled out along with council approval)

1. VENUE RENTAL. Subject to availability and the terms of this Pavilion Rental Agreement (this "Agreement"), City of Stanley ("City") hereby grants the above-named Renter a limited, revocable license to use the pavilion area (the "Venue") located at Chapman Park on the Event Date for the purpose of Renter's private party, barbeque, gathering, and other related private event (with such license, use, and purpose being the "Event").

2. PAYMENT. Renter shall pay a refundable \$400.00 Security Deposit when it signs this Agreement. The Rental Fee shall be paid within 24 hours of reservation date. All fees should be paid by cash or check made payable to City of Stanley. Credit card can be used, however there is an additional 3% fee added on for machine fee. The rental fee is \$400.00 for use of half the building. If the whole building is needed, the rental fee is \$800.00. If a check from Renter is returned for insufficient funds or otherwise unpaid, Renter shall promptly pay such amount, plus a \$30.00 service fee, by cashier's check or cash.

3. CLEANING. Before completion of event date, renter shall cause the Venue (and to the extent caused by the Event) to be: (i) free from trash and other debris; (ii) free from equipment and other property; (iii) free from Guests and Vendors (who must also leave the pavilion); and (iv) clean (including putting tables and chairs back to their prior arrangement, wiping off the tables and chairs, sweeping the floor). Cleaning supplies will not be provided. If any equipment, property, Guest, or Vendor remains in the pavilion after such time, Renter shall pay a \$50.00 late fee per hour, rounded up to the nearest hour. If Renter fails to return the Venue clean and, in its condition, when delivered, Renter shall lose their security deposit.

4. NOT INCLUDED. This Agreement does not include and the City of Stanley is not required to provide any of the following: (i) catering, food, or food service equipment or facilities; (ii) decorations, props, platforms, tents, or banners; (iii) microphones, audio/visual devices, amplifiers, speakers, disc jockey equipment, or staff; (iv) alcohol or alcohol service; (v) labor or security for the Event; or (vi) setup or take-down of the Event.

5. DECORATIONS; NOISE. Renter may not use or permit water balloons, confetti, party-poppers, stickers, decals, paint, silly string, or glitter at the Event. Renter may not use nails, tacks, pins, screws, tape, glue, fasteners, or adhesives unless City of Stanley approves and they do not deface the Venue. No hanging of decorations on sprinkler lines, heating and air pipes in facility. Unless City of Stanley agrees in writing, Renter shall not permit pyrotechnics, bonfires, sparklers, open flames, fireworks, candles, or explosive materials to be used during the Event. City of Stanley may, from time to time and in its discretion, limit the noise, music, and sound volume of the Event. Renter shall not allow the Event to exceed such limits, to be a nuisance or to violate any noise ordinance.

6. ALCOHOL; GLASS. Renter or its Guests may not consume alcohol if under the age of 21 years or intoxicated. Renter may not permit alcohol to be served to minors or intoxicated persons. If the City of Stanley, in its discretion and without obligation, deems alcohol consumption at the Event to be excessive, the City of Stanley may require Renter or any Guest to stop such consumption or leave the Venue immediately. Renter shall not bring or permit its Guests or Vendors to bring glass into the Venue.

7. SAFETY. Renter and its Guests and Vendors shall comply with any posted rules at the Venue. If the City of Stanley so requires, Renter shall, at Renter's cost, provide law enforcement officers as security for the Event. If Renter or its Guests are unruly or break any Venue rule, the City of Stanley may require Renter or its Guests to leave the Venue immediately. Renter shall cause all Guests who are children to be supervised at all times by an adult and shall not permit pets (other than service animals) in the Venue.

8. PARKING; RESTRICTED AREAS. The City of Stanley may designate areas of the Venue as off limits. Renter shall not enter or permit any Guests or Vendors to enter such areas. The City of Stanley does not allow smoking within the building or a 25 ft. perimeter of building. The City of Stanley does provide limited parking for the Event. The City of Stanley is not liable for damage to Renter, Vendor, or Guest vehicles.

9. SECURITY DEPOSIT. In addition to the Rental Fee, Renter shall pay a \$400.00 refundable Security Deposit when it signs this Agreement. The City of Stanley may apply the Security Deposit to any damage from the Event, to cleaning the Venue if Renter fails to clean it, to any amount owed by Renter, and as otherwise provided in this Agreement. The City of Stanley will refund any unused portion of the Security Deposit within a reasonable time after the Event Date.

10. ACCEPTANCE. Renter may mail this Agreement and the check for the Rental Fee and the Deposits to the above-stated address or deliver in person at the Clerk's Office. The City of Stanley has not granted a limited, revocable approval to Renter to use the Venue until: (i) the City of Stanley receives this Agreement, the Rental Fee, and the Deposits; and (ii) the City of Stanley notifies Renter that the City of Stanley has accepted this Agreement.

11. CANCELLATION. Renter acknowledges that City of Stanley would have difficulty finding a replacement renter if Renter cancels the Event. Accordingly, if Renter cancels the Event at least 30 days prior to the event, the City of Stanley will refund the \$400 Deposit and the Rental Fee if already paid. If event is cancelled between 2 weeks and 30 days prior to the event, 50% of deposit and rental fee will be refunded. If cancellation occurs between one week and two weeks, 25% of deposit and rental fee will be refunded. Any cancellations less than one week before the event will not be refunded. The City of Stanley has no obligation to reschedule the Event Date if

Renter so requests but may charge a change fee (not to exceed the Deposit amount) if it does so and any such rescheduling is subject to availability.

12. WEATHER. Renter understands that for the safety of all people at the Venue, the City of Stanley may immediately cancel the Event or close the Venue prior or during the Event due to severe weather or the threat of severe weather (including rain, wind, hail, thunder, or lightning) at or near the Venue. If the City of Stanley cancels the Event or closes the Venue prior to the Event, the City of Stanley may reschedule the Event with Renter, upon Renter's request and based upon availability; however, if the City of Stanley is unable to reschedule the Event with Renter, City of Stanley shall refund the Security Deposit and Rental Fee. If severe weather occurs during the Event, City of Stanley may refuse to reschedule the Event. Additionally, if severe weather occurs during the Event, Renter and its Guests shall remain inside the building as it is a storm shelter.

13. LOST ITEMS. If Renter or any Guest or Vendor forgets or leaves an item or article, the City of Stanley may hold it for one week, then discard it if unclaimed. City of Stanley is not liable for forgotten or lost articles or items.

14. VENUE DAMAGE. An insurance policy is required for coverage during the event. Renter shall pay the City of Stanley to repair or replace any damage to the Venue during the Event, whether caused by Renter, a Guest, or a Vendor. The City of Stanley may apply the Security Deposit toward the cost thereof, but the Security Deposit does not limit such cost or constitute a liquidated damage.

15. PHOTO CONSENT. Renter hereby unconditionally, irrevocably, and without remuneration, consents to the City of Stanley Parties taking, producing, reproducing, using, altering, and publishing audio/video recordings, pictures, photographs, and descriptions of Renter, any Guests, any Vendors, the Event, and the Event's decoration, operation, setup, or layout for any purpose.

16. LIABILITY RELEASE; CLAIMS WAIVER. Renter hereby irrevocably and unconditionally releases, waives, discharges, relinquishes, and acquits the City of Stanley and its employees, (collectively, the "City of Stanley Parties") from all claims, demands, debts, losses, suits, expenses, actions, and liabilities, known or unknown, liquidated or unliquidated, fixed or contingent, foreseeable or unforeseeable, arising from or related to any of the following (even if resulting in the death or injury of Renter, a Guest, or a Vendor): (i) the Event; (ii) an act, omission, or presence at the Venue of Renter, a Guest, a Vendor, or other person; (iii) the Venue's condition; (iv) the City of Stanley's performance of this Agreement; (v) any instruction by a City of Stanley Party; (vi) any use of the grill; or (vii) any danger, risk, or hazard indemnified against, understood, described, or assumed in this Agreement.

17. DAMAGE WAIVER. Renter hereby unconditionally and irrevocably releases, waives, discharges, and relinquishes any claim or right to punitive, treble, indirect, exemplary, consequential, or special damages (including lost or forfeited Security Deposits or Rental Fees) against the City of Stanley Parties arising from or related to the Event, this Agreement, the Venue, any Guest, or any Vendor.

18. INDEMNITY. Renters shall indemnify, defend, and hold harmless the City of Stanley Parties from all damages, expenses, fines, judgments, penalties, liabilities, fees, and other costs arising from or related to any of the following: (i) the Event; (ii) the act or omission (whether or not negligent or intentional) of Renter, any Guest, or any Vendor; (iii) Renter's failure to perform its obligations in this Agreement; (iv) alcoholic beverages or intoxicated persons served at the Event; (v) any violation of posted rules; (vi) damage or injury to or caused by Renter, a Guest, or a Vendor; (vii) use of the grill; and (viii) the occurrence of any risk, hazard, or danger described in this Agreement. This indemnity includes claims, actions, settlements, suits, and proceedings, whether judicial, administrative, legislative, meditative, arbitral, investigative, appellate, decided on procedural grounds, decided on its merits, settled, or otherwise proceedings, whether judicial, administrative, legislative, meditative, finished, and regardless of whether fault is designated. Renter's criminal, or civil in

indemnity includes claims, actions, settlements, suits, and arbitral, investigative, appellate, criminal, or civil in nature, whether duty to defend: (i) permits an indemnified party to select its counsel; (ii) exists if the claims or allegations appear to pertain to the items enumerated above, regardless of how groundless, defective, untrue, or unsound they appear; (iii) includes promptly paying attorney's fees and other expenses related to defense upon request, whether as a payment, reimbursement, or advancement, and without more than a summary invoice from such counsel; (iv) applies regardless of the strict liability or comparative, contributory, concurrent, or joint negligence of an indemnified party; and (v) continues through final resolution.

19. ASSUMPTION OF RISK. Renter understands that the Venue is an outdoor pavilion and that there are certain risks inherent to the Venue which contribute to its character, but may affect the Event or endanger or risk injury, death, or property damage to Renter, its Guests, and its vendors, including: (i) burns from the grill; (ii) insects; (iii) noise from adjacent properties; (iv) inclement weather; (v) the unavailability, inadequacy, or loss of electricity; (vi) governmental requirements; (vii) insufficient or inadequate restroom facilities; and (viii) uneven ground. Renter assumes the risk that any of the foregoing may occur and for all losses, costs, damages, fees, fines, liabilities, and expenses that result therefrom.

20. VENUE CONDITION. The City of Stanley disclaims all warranties related to the Venue, express or implied, including any warranty of merchantability, habitability, good or workmanlike quality, suitability, safety, compliance with law, tenability, title, or fitness for a particular purpose or use. City of Stanley grants the license hereunder and provides the Venue AS IS, WHERE IS, and WITH ALL FAULTS, without warranty, express or implied.

21. REMEDIES. If Renter breaches this Agreement or another agreement between the parties, the City of Stanley may: (i) cancel the Event (even if in progress) and retain all Security Deposits and Rental Fees; (ii) cure such breach at Renter's expense; (iii) seek specific performance or injunctive relief; (iv) ban any persons from the Venue as the City of Stanley sees fit; or (v) pursue any rights or remedies arising at law or in equity. The City of Stanley has no obligation to give Renter prior notice of default or an opportunity to cure. The City of Stanley's remedies are cumulative and its exercise of a remedy will not preclude the exercise of others. Renter shall pay the City of Stanley's attorneys' fees and other expenses incurred in enforcing this Agreement or defending any action arising out of or related to this Agreement. The City of Stanley's consent or waiver, express or implied, to a term or breach of this Agreement does not render unnecessary the City of Stanley's consent or waiver to a subsequent or similar instance or to another term or breach. If the City of Stanley fails to declare a breach or to act promptly, the City of Stanley does not waive such breach or right to act.

22. FORCE MAJEURE. Whenever the City of Stanley is required to act, the City of Stanley will not be liable for delays or cancellations due to acts of God, inclement weather, labor or material shortages, or causes beyond the City of Stanley's reasonable control.

23. SEVERABILITY. If a provision in this Agreement is unenforceable or invalid, that provision will be construed, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the remainder of this Agreement will remain in force.

24. MISCELLANEOUS. Time is of the essence for matters in this Agreement. City of Stanley may assign this Agreement without notice; Renter may not assign it. This Agreement survives the termination or completion of the Event. "Including" and other enumerating terms are not limited by or to the items that follow them. Wisconsin law governs all claims and suits regarding the subject matter of this Agreement. Paragraph titles do not limit or amplify such paragraphs. Sections 13 through 29 of this Agreement survive the termination of this Agreement and the completion of the Event.

Date: _____	Paid: _____	Rec #: _____	Initial: _____
Date: _____	Paid: _____	Rec #: _____	Initial: _____
Date: _____	Paid: _____	Rec #: _____	Initial: _____
Date Damage Deposit Returned: _____		Initial: _____	

Signature: _____ Date: _____