

**AGREEMENT OF RENTAL OF
ABRAMS COMMUNITY PARK FACILITIES**

Agreement by and between the Town of Abrams, Oconto County, Wisconsin, hereafter called the "Lesser" and

Name	Address	Phone
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of _____, herein called the "Lessee" for and in
Person or Organization

Consideration of \$100 rental fee and other required stipulation hereinafter made, the lesser hereby authorizes and permits occupancy and use of the premises known as The Abrams Community Park Area for purposes generally understood to consist of _____ or other recreational/social/cultural/government events of said kind, so held only when authorized and approved by the Lesser.

1. **HOLD HARMLESS CLAUSE:** Lessee shall indemnify and hold harmless the lesser from any and all damage, or loss, or liability of any kind whatsoever occasioned upon and/or within the leased premises (as described in the lease agreement or as permitted for use by oral or other agreement), or way or walks or concourses adjacent thereto, by reason of any injury or property of third persons occasioned by any act or omission, neglect, or wrong doing of the Lessee or any of his, her, and/or its officers, agents, representatives, assigns, guests, employees, invitees, clients, customers, or other persons admitted by the Lessee to the premises, and the Lessee will, at his her, and/or its won cost and expense defend and protect the Lesser against any and all such claims and demands, including but not limited to reasonable attorney fees.

The Lessee further agrees to exercise due care in the preservation of the premises and to prevent loitering and presence of unauthorized persons during all usage periods.

2. Businesses and Public Events sponsors shall provide proof of insurance outlining #1 above.
3. Lessee shall be solely responsible for providing any and all necessary equipment or accommodations, for its guests, invitees, customers, or clients.
4. Lessee shall at all times monitor all activities of its guests, invitees, customers, clients or anyone else admitted by Lessee to the premises.

5. ALCOHOLIC BEVERAGES: Alcohol may be consumed on the premises, but only in strict compliance with all State and local laws and ordinances.
6. DEPOSIT: In addition to the rental fee, a deposit of \$ 100 will be required to ensure that:
 - The building and grounds are cleaned-up in a manner acceptable to the Lesser:
 - i. Wipe up any floor spills and mop floors.
 - ii. Take out all material brought in; including garbage.
 - iii. Wipe off counters, chairs, tables etc. if necessary.
 - iv. Clean-up the grounds if necessary.
 - The building doors are locked upon leaving the premises.
 - The building keys are returned to the Abrams Community Park Agent.
 - Lessee shall also be held responsible for any and all costs associated with repairing or replacing lost, stolen or damaged Town property found to have occurred during the rental period. Any cleaning, repair or replacement cost exceeding the deposit shall be billed to the Lessee.

A refund of the deposit, or portion thereof, will be issued after approval of the Abrams Town Board, at a regularly scheduled meeting (second Thursday of each month).

7. WALLS CEILINGS AND EXITS: No decoration or any other material shall be attached to the walls or ceiling. At no time shall exits be blocked or otherwise impaired.
8. The Lesser reserves the right to waive or modify rental and/or deposit fees charged for organizational meetings and for use by nonprofit service organizations.
9. The Lesser reserves the right to deny any rental application if it is determined to be in the Lesser best interest to do so.
10. CANCELLATIONS: Notice to cancel must be given at least thirty(30) days prior to the reservation date to avoid paying the full rental fee.

This agreement shall take effect at _____ am/pm on _____, 20____, and remain in force until _____ am/pm, on _____, 20____, unless otherwise canceled by mutual consent of the undersigned parties.

Town of Abrams
(Lesser)

by: _____

(Title)

(Lessee)

by: _____

(Title)

Please sign and return with payment of \$ _____ to:

Town of Abrams
PO Box 183
Abrams, WI 54101

To be filled out by office

Date deposit received by Town: _____

Date deposit returned to Lessee: _____

Deposit no returned because _____

Inspected by: _____ Date: _____

Comments: _____