



Town of Wascott
PO Box 159
Wascott, WI 54890

TOWN OF WASCOTT

Town Hall Usage Agreement

Phone: (715) 466-4252

Date: ___/___/___

Please fill out and return one copy of this form, and keep one copy for your records.

Name _____	Phone _____
Address _____	Number of People _____
City, State _____	Live Entertainment: Yes ___ No ___
Birthdate ___/___/___	Open to Public: Yes ___ No ___
Date of Use _____	Dance: Yes ___ No ___
Type of Use _____	Alcoholic Beverages: Yes ___ No ___
Hours Used _____ to _____	Sale of Alcoholic Beverages: Yes ___ No ___
Which area(s) do you need? <input type="checkbox"/> Upstairs <input type="checkbox"/> Downstairs <input type="checkbox"/> Both	

USER FEES: Wascott Taxpayer-\$50.00 (\$25.00 refundable), Others-\$100.00 (\$50.00 refundable)
Deposit may be waived in some instances for civic groups.

This AGREEMENT is made and entered into as of the ___ day of _____, 2009, by and between _____ (hereinafter called "Renter") and the Town of Wascott (hereinafter called "Town").

WHEREAS, the Town owns and operates a Town Hall located in the Town of Wascott;

WHEREAS, subject to the terms and conditions stated herein, the Town allows applicants to rent the Town Hall for civic events and social gatherings;

WHEREAS, Renter desires to rent the Town Hall subject to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Town and Renter agree as follows:

1. Renter will not permit the Town Hall to be used by any person, other than Renter and Renter's invitees and agents, without the express written consent of the Town of Wascott.
2. Renter shall be solely responsible for, and shall indemnify, defend, and hold harmless, the Town, its officers, employees, agents, and its Board from any and all claims, actions, causes of actions, demands or liabilities of any kind, including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which the Town, its officers, employees, agents, and its Board may incur arising out of any act or omission on the part of Renter, its invitees or agents in their use of the Town Hall.
3. In consideration of the Town allowing Renter to use the Town Hall, Renter, hereby assumes all risk and responsibility for any accident, injury, or death, resulting from the use of the Town Hall and its facilities, or resulting from the consumption of alcoholic beverages on the Town Hall premises, whether or not said damages or injuries occur on or off the Town Hall premises, to Renter or to anyone else, including, but not limited to, Renter's invitees and agents. Renter further represents and agrees the Town, its officers, agents, employees, and the Board, have made no representations of any kind regarding the suitability of said Town Hall for any purpose.

Renter acknowledges and agrees that no form of pre-planning can remove all the danger to which Renter is exposing himself/herself or any person for whom Renter is responsible, or to other third parties, invitees or agents arising out of the use of the Town Hall or the consumption of alcoholic beverages while the Town Hall is rented to Renter under this Agreement.

4. The Town will not be liable for any damages whatsoever, including, but not limited to, direct, indirect, consequential and inconsequential damages, or punitive damages of any kind resulting from defects or the physical condition of the Town Hall, or Renter's use of the Town Hall or the consumption of alcoholic beverages therein.
5. Renter agrees to return the Town Hall in the same condition in which such Town Hall was received, in a clean working condition, ordinary wear and tear accepted. Renter agrees to pay the Town any expense incurred by the Town for cleaning, repair or replacement fees as the Town, in its sole discretion, deems appropriate.
6. Sale of Alcoholic beverages will not be permitted unless a Special Class B Retailer's License for the event has been obtained by Renter or its agents. The License must be properly displayed on the premises during the rental period.
7. If consumption of alcoholic beverages is permitted at an event at the Town Hall and a Special Class B Retailer's License has not been issued, a law enforcement officer must be present who shall be approved by the Town Board of Wascott, on a case by case basis.
8. This Agreement shall be governed by the laws of the State of Wisconsin. The parties to this Agreement acknowledge that this Agreement constitutes the entire agreement. The Agreement shall not be altered, modified, or amended except by any other agreement in writing signed by both parties. Any provision of this Agreement which is prohibited by applicable law shall not invalidate any other provision of this Agreement.

RENTER FURTHER STATES THAT HE/SHE HAS CAREFULLY READ THE FOREGOING TERMS AND CONDITIONS OF THIS AGREEMENT AND THE LIABILITY RELEASE AND UNDERSTAND ITS CONTENTS.

Town of Wascott

By: _____
Town Clerk

Date _____

Renter

By: _____

Date _____

Return application with payment seven (7) days prior to event to ensure date.

Deposit Waived Town hall clean and garbage removed _____(initial)

(Rev. 10/09)