



Town of Wascott
PO Box 159
Wascott, WI 54890

**TOWN OF WASCOTT
Town Ballpark 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 _____ Alcoholic Beverages: Yes ___ No___
City, State _____ Sale of alcoholic beverages: Yes ___ No___
Date of Use _____ (or) ___ days From _____ to _____
Type of Use _____ (date) (date)
Hours Used _____ to _____

USER FEES: Wascott Taxpayers-\$25.00 (refundable), Others-\$50.00 (refundable)
Deposit may be waived 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 Ballpark located in the Town of Wascott;

WHEREAS, subject to the terms and conditions stated herein, the Town allows applicants to rent the Ballpark for civic and athletic events;

WHEREAS, Renter desires to rent the Town Ballpark 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 Ballpark 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 Ballpark.
3. In consideration of the Town allowing Renter to use the Ballpark, Renter hereby assumes all risk and responsibility for any accident, injury, or death, resulting from the use of the Ballpark and its facilities, or resulting from the consumption of alcoholic beverages on the Ballpark premises, whether or not said damages or injuries occur on or off the Ballpark premises, to Renter or to anyone else, including, but not limited to, Renter's invitees and agents. Renter further represents and agrees that the Town, its officers, agents, employees, and the Board,

have made no representations of any kind regarding the suitability of said Ballpark 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 Ballpark or the consumption of alcoholic beverages while the Ballpark 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 Ballpark, or Renter's use of the Ballpark or the consumption of alcoholic beverages thereon.
5. Renter agrees to return Ballpark in the same condition in which such Ballpark 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 Ballpark 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 Ballpark clean and garbage removed _____ (initial) (Rev. 10/09)