CITY OF MOSINEE - 225 MAIN STREET -MOSINEE, WI 54455

# MAAC PAVILION RENTAL AGREEMENT FORM
# 300 ARMORY ROAD, MOSINEE, WI

RENTER'S/EVENT SPONSOR'S NAME: _____

PHONE #:_____ Email:_____

MAILING ADDRESS:_____

SHELTER RENTED: MAAC PAVILION SEC. DEP. PAID:_____

DATE RENTED:_____ FEE PAID:_____

By signing below, I understand and agree to abide with the Rules/Regulations for the use of pavilion.

_____ _____

Signature Date

## PAVILION CHARGES
***(All Charges are per day)***

A. Mosinee School District Area Resident Fee: $125

B. Non-Resident & Non-Profit Organizations (Outside of MSD) Fee: $200

C. Public Events for Non-Profit Entities (Within the MSD) = Waived

**SECURITY DEPOSIT REQUIRED – ALL EVENTS $100**

**Failure to return the key due to lost or stolen will result in the loss of security deposit and $100 replacement fee.**

**Please take this shelter contract with you to the park the day of your event to show you have rented the shelter. If you encounter any problems, or have a major problem with the shelter that would require immediate attention, contact the POLICE-NON EMERGENCY number: 715-693-2000 for assistance.**

**Security deposit will be returned if the rules/regulations for use of shelter/pavilions are met.**

# MAAC PAVILION
# RULES/REGULATIONS FOR USE OF MAAC PAVILION

1. **BEFORE USE**: Report anything wrong with the shelter before using shelter to City Hall. **Do not remove any tables or chairs from building. If you use any other picnic tables from other shelters in River Park, please return them back to where they came from.** If you need more picnic tables moved to the Pavilion area, please contact the Public Works Department one week in advance. **Please DO NOT bring any outdoor picnic tables inside shelter.** The facility has 12 plastic tables and 96 chairs for indoor use by renter.

2. **PAYMENT**: To reserve pavilion for an event, party must fill out form with security deposit within five (5) business days of reserving shelter. Reservation fee is due and required to pickup key prior to the rental of the shelter.

3. **KEYS**: Keys for the pavilion need to be picked up from City Hall between the hours of 8**:00 a.m. and 4:30 p.m. (Monday –Friday).** You must return the key to City Hall office the next working day or your security deposit will not be returned.

4. **GARBAGE:** All garbage must be placed in garbage containers. Please use the trash bags supplied in the garbage containers. After your event, please empty all garbage containers, install new bags and drop trash bags in dumpster on north side of City Garage.

5. **PARKING: Do not block gravel roads in park. Please ensure that all attendees adhere to this. This is important for response of emergency vehicles to emergencies within park.**

6. **CLEAN UP:** The renter must leave the park and associated facilities/restrooms/grounds in a clean condition. If additional clean-up is required as a result of a rental or event, the clean-up cost will be charged to the renter/event sponsor (non-refunded security deposit). Please sweep/mop the floor, clean counters and wipe down the tables and chairs. Lock and secure the building. Please pick up all garbage/paper outside the pavilion. **Note: You must clean the shelter that day/night of your event and all other items/signage used for your events must be taken out the same day/night. Cleaning up the next day will not be allowed because of other rentals the next day.**

7. **ELECTRICAL POWER:** If the power does not work press the reset button on the outlet. If it still does not work, check the breaker box and reset the power for that fuse. If problems still occur, please call the Police Department Non-Emergency number: 715-693-2000. **Note: Please be aware of how many devices your party is plugging in. If you are overloading circuits, the City is not responsible for any damages or losses that might occur to your equipment.**

8. **ALCOHOL BEVERAGES:** Do you intend on SELLING malt beverages or alcohol?
   _____Yes_____No
   Sale of alcohol beverages requires a temporary Special Class B License, which must be applied for at least 30 days prior to the date of the event and the application must be approved by the City of Mosinee City Council. Additional requirements may apply (beer garden, security, etc). **This license is only available to bona fide clubs, churches, lodges or other entities as described in Wisconsin State Statutes 125.51(10).**

9. **TENTS/SIGNS:** Do you intend to put up a sign, tent or other temporary structure?
   _____Yes_____No
   List all that apply: _____
   **If you intend to install a tent or temporary structure, you must get prior approval from the Parks and Recreation Commission 30 days prior to your event. Please contact Diggers Hotline 811 if you intend to install any signs or tent stakes.**
   No use of nails, staples or anything else that penetrates the shelter structure (siding/posts, brick, soffit, etc) or tables to place exterior signs for your event.

10. **DAMAGES/NOISE:** The renter/event sponsor will be charged for any damages or missing equipment, tables or chairs. Please also be considerate to others when playing music or other types of entertainment during the event. Noise from the event may not disturb surrounding neighborhood.

11. **DECORATIONS:** No decorations may be stapled or attached to walls inside of facility in any manner whatsoever. There are a few preinstalled I hooks which may be used to hang decorations. Please DO NOT install any additional hooks or hangers. Damage to wood or ceiling by installation of signs, hooks, hangers, staples or other means will result in loss of security deposit and additional costs to repair any items damaged.

12. **CLOSING: All City parks close at 10:00 p.m. If your event will extend beyond our normal park closing time,** you MUST have prior approval from the Parks and Recreation Commission.

13. **FEES/SECURITY DEPOSIT: The reservation fees, including security deposit, are non-refundable if there is a cancellation and are non- transferable.**

# MAAC PAVILION – HOLD HARMLESS AGREEMENT & CONSTRUCTION NOTICE

**HOLD HARMLESS AGREEMENT:** In exchange for the right to use the Facility owned by the City, the Applicant shall and hereby agrees to indemnify, defend and hold the City and its representatives and agents harmless from any claim, demand, action, cause of action, loss, cost, expense, liability, administrative order, consent agreement and order, penalty, interest or damage, including, without limitation, reasonable attorneys' fees, and all costs and expenses of all actions, suits, proceedings, demands, assessments, claims, and judgements resulting from, occurring in connection with, or arising out of the negligent or intentional acts or omissions of Applicant or its representatives or its agents in connection with this Contract or any transaction contemplated herein. The indemnification, defense, and hold harmless obligations of Applicant listed here shall be ongoing and shall survive any termination or expiration of this Contract.

Notwithstanding anything to the contrary contained in this Agreement, no provision hereof shall be a waiver of, or otherwise constituted estoppel of, the City or its insurer to rely upon and assert the limitations, defenses and immunities provided by Wisconsin law, including but not limited to those set forth in sections 893.80, 895.52 and 345.05, Wisconsin Statutes. To the extent that this Agreement provides for an indemnification by the City of other parties and to the further extent that such indemnification is available and enforceable under law, the City and its insurer shall not be liable in indemnity or by contribution or by any other theory of law, for any amount greater than the limits of liability for municipal claims as established by applicable Wisconsin law.

**CONSTRUCTION NOTICE: THIS PAVILION STRUCTURE IS STILL CONSIDERED TO BE UNDER CONSTRUCTION - A NUMBER OF EXTERIOR IMPROVEMENTS STILL NEED TO BE COMPLETED INCLUDING (BUT NOT LIMITED TO): LANDSCAPING, TABLES, LIGHTS, BRICK WORK. I UNDERSTAND THAT I AM RENTING THIS FACILIITY IN THIS CONDITION AND DO NOT EXPECT THESE IMPROVEMENTS TO BE COMPLETED BY THE DATE OF MY RESERVATION.**

By signing below, I have read and understand the Rules/Regulations, Hold Harmless Agreement and agree that I am renting this facility even though I may be impacted by unfinished construction materials, landscaping, availability of outdoor picnic tables in the area around the facility or other items as described in the Construction Notice.

_____ _____

Signature Date