

CONTRACT FOR USE (NON-PROFIT MAKING ACTIVITY) OF CITY OF MOSINEE RECREATION CENTER

This Contract made and entered into this _____ day of _____,
_____ between the City of Mosinee, a Wisconsin municipal corporation (hereinafter referred
to as “City”), and _____ (hereinafter referred to as “the
Applicant”).

RECITALS:

A. The City owns and maintains the Recreation Center Facility located at 701 11th Street,
hereinafter referred to as the “Facility”.

B. The Applicant wishes to rent the Facility for the purpose of conducting a
_____.

C. The City and Applicant desire to enter into a contract that describes the terms and
conditions for the Applicant’s use of the Facility.

NOW THEREFORE, in consideration of their respective agreements set out herein, the City
and Applicant agree as Follows:

1. USE OF THE FACILITIES

For and in consideration of the use charges contained in Attachment “A”, the
Applicant shall have the right to use such Facility owned and maintained by the
City for the conduct and operation of the event described in Recital “B” above
during the date(s) that are also indicated in Attachment “A”. Said Attachment
“A” is expressly made a part of this Contract.

2. COMPLIANCE WITH RULES AND REGULATIONS

As part of this Contract, the Applicant acknowledges that it is aware of the Rules
and Regulations adopted by the City for the use of the Facility and agrees to abide
by such Rules and Regulations that currently exist at the time of the Applicant’s
use of the Facility.

3. FACILITY ACCESS AND SECURITY DEPOSIT

The Applicant shall have access to the Premises on the dates as specifically indicated in Attachment "A". The Applicant must obtain entrance keys for the Facility from representatives of the City at the Mosinee City Hall, located at 225 Main Street during regular business hours. The stated Facility usage fee along with a \$125.00 security deposit must be submitted to the City prior to receiving the entrance keys for the Facility.

4. EQUIPMENT AND AMMENITIES

The amenities, apparatus and equipment located within the Facility shall remain at their present locations and shall not be removed or relocated by the Applicant at any time during the Applicant's occupation and use of the Facility. Access to the Zamboni Room is strictly prohibited.

5. MOTOR VEHICLE PARKING

No parking shall be allowed on grassed areas or other areas designated by signs as no parking. No camping or other overnight stay is allowed in any City park or on any City street. No anchor stakes, support poles or other items may be driven into the asphalt surface of the parking lot.

This contract specifically does not include permission to the Applicant for the purpose of parking motor vehicles or using the Wisconsin National Guard property located at 1000 Jackson Street. Permission to utilize the property located at 1000 Jackson Street must be obtained directly from the Wisconsin National Guard prior to usage of the property.

6. ACTIVITY HOURS

All Applicant activities must be completed and the Facility vacated by 11:00 p.m. on each day the facility is in use by the Applicant.

7. FACILITY CLEANING

The Applicant will be held responsible for cleaning the Facility immediately upon their completion of use. This includes restoring the premises to its previous condition and replacing and/or reimbursing the City for damages to the Facility or equipment thereon.

No foreign substances (i.e.: sawdust or oil dry) may be placed on the floor of Facility at any time.

Failure to comply with this provision shall mean loss of deposit plus the City shall have the authority to clean or cause to be cleaned and/or repair damages and the Applicant shall be responsible for payment of any bill for such services, if in excess of the deposit, to the City.

8. SERVING OF ALCOHOLIC BEVERAGES

If alcoholic beverages are to be sold at the Facility, the Applicant must:

- a. Have a valid alcohol permit from the City of Mosinee; and
- b. Must have two uniformed police officers or officers from a private security firm present to supervise the ingress/egress of the area and to prevent underage drinking. The employers of said security personnel must appear on the alcohol permit application for serving at the Facility. Alcoholic beverages may only be sold and consumed in areas designated by the City.

9. CHARGES FOR USE OF FACILITIES

As stipulated above, the Applicant agrees to pay the charges for the use of the Facility described in accordance with the user charges established in this contract. In the event the Applicant fails to make payment in accordance with such schedule, this Contract shall be declared null and void by the City and shall not be binding upon the City or its representatives.

10. HOLD HARMLESS AGREEMENT & INSURANCE

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.

11. CONTRACT NON-TRANSFERABLE

This Contract exists between the City and the Applicant and is not to be construed as a Contract with any other individual, firm or agency and the Applicant specifically agrees that it will not contract with any other party or assign this contract in a manner that would constitute a violation of the Rules and Regulations for the use of the Facility covered by this Contract.

12. EVENTS OF DEFAULT

Each of the following events shall be an “Event of Default” by the Applicant under this Contract:

- (a) Applicant fails to pay Facility Usage Fee, or any other payment required herein when due;
- (b) Applicant utilizes the Property for anything other than the stated use as described herein;
- (d) Applicant attempts or there shall occur any assignment, subleasing, or other transfer of Applicant’s interest in or with respect to this Contract except as otherwise permitted in this Contract; or
- (e) Applicant fails to comply with any provision of this Contract other than those specifically referred to this section.

In the event of default by the Applicant, this Contract may be declared null and void by the City and shall not be binding on the City or its representatives.

IN WITNESS WHEREOF, the City of Mosinee and _____,
by their respective representatives, have entered into this Contract for the use of the City owned
Recreation Center Facility.

CITY OF MOSINEE

APPLICANT _____

City Administrator

Authorized Representative

Mailing Address

City Clerk

Phone Number

Date

Date

ATTACHMENT “A”

1. Facility Usage Schedule (Dates): _____

2. Recreation Facility Usage Fee Schedule

- | | |
|---|---------------------------------|
| a. Profit-making Events (St. Paul's, Polish Fest, etc.)
for Non-Profit Entities located within the City | \$400 full day
\$200 1/2 day |
| b. Profit-making Events
for Non-Profit Entities located outside the City | \$800 full day
\$400 ½ day |
| c. Non-Profit Events (Family reunions, picnics, etc.)
for residents & businesses located within the City | \$125 per day |
| d. Non-Profit Events (Family reunions, picnics, etc.)
for individuals & businesses located outside the City | \$250 per day |

RULES AND REGULATIONS
FOR THE USE OF MOSINEE RECREATIONAL FACILITIES

1. Written application for the use of any recreational facility owned by the City of Mosinee must be submitted to the City Clerk a minimum of 14 days prior to the intended use. Reservations will be issued on a first-come, first-served basis.
2. The Applicant will be held responsible for cleaning the facility immediately upon completion of use. This includes restoring the premises to its previous condition and replacing and/or reimbursing the City for damages to the facility or equipment thereon. Failure to comply with this provision shall mean loss of deposit plus the City shall have the authority to clean or cause to be cleaned and/or repair damages and shall submit a bill for such services, if in excess of the deposit, to the Applicant.
3. No individual may use any recreational facility for the purpose of profit.
4. **If alcoholic beverages are to be sold at the facility, the Applicant must 1) have a valid alcohol permit from the City of Mosinee, and 2) must have two uniformed police officers or officers from a private security firm present to supervise the ingress/egress of the area and to prevent underage drinking.** The employers of said security personnel must appear on the application for use of the facility. Alcoholic beverages may only be sold and consumed in areas designated by the City Council.

Security Company

Phone Number

Security Personnel Name (1)

Security Personnel Name (2)

Security Personnel Name (3)
5. For youth activities, a minimum of two adults must be present as chaperons to supervise the activities. The names of said chaperons must appear on the application for use of the facility.
6. The amenities, apparatus and equipment located within the facilities shall remain at their present locations and shall not be removed or relocated at any time during the event.
7. Access to the Zamboni Room located in the Recreation Center is prohibited.
8. Parking of motor vehicles shall be limited to areas designated as parking lots. No parking shall be allowed on grassed areas or other areas designated by signs as no parking. No camping or other overnight stay is allowed in any City park or on any City street.

9. No anchor stakes, support poles or other items may be driven into the asphalt surface of the parking lot.
10. No tents, anchor stakes, support poles may be installed on the premises including the grass areas, without written consent from the City. Applicants must submit a diagram of the exact location of proposed tent location.

Please note: The City requests the exact location for any tents/stakes must be received at least 5 days prior to any event being held. The City of Mosinee will contact Diggers Hotline to have all utility lines marked prior to the event.

11. All activities must be completed and the facilities vacated by 11:00p.m. (Except for the following events: Celebrate Mosinee Festival, Polish Festival, St. Paul's, Dog Show - these events must be completed by 12:30a.m.)
12. Written proof of liability insurance must be provided to the City by the Applicant prior to renting the facility, if applicable.
13. Entrance keys for the facilities must be picked up by the Applicant from the Mosinee City Hall during regular business hours.

I, _____, representing _____,
hereby agree to the rules and regulations for the use of the Mosinee Recreational
Facilities.

Dated this _____ day of _____, 2_____.

Signature