CITY OF MOSINEE

CONTRACT FOR USE OF DESSERT PARK SHELTER

This Contract made and entered into this _____ day of _____, 20____ 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 DESSERT PARK shelter located in DESSERT PARK, hereinafter referred to as the "Facility".

B. The Applicant wishes to reserve and 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 reservation and 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 FACILITY

   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 that is 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 (contained in Attachment "B") and agrees to abide by such Rules and Regulations that currently exist at the time of the Applicant's use of the Facility. Said Attachment "B" is expressly made a part of this Contract.

3.   FACILITY ACCESS

The Applicant shall have access to the Facility on the date and during the time period as specifically indicated in Attachment "A".

4.   EQUIPMENT AND AMMENITIES

Any 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.

Decorations may not be stapled to the Facility in any manner whatsoever.

5.   MOTOR VEHICLE PARKING

Parking of motor and recreational vehicles shall be limited to the parking lot areas. 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 the park.

6.   ACTIVITY HOURS

The Applicant's activity and any required cleaning of the Facility must be completed by the time noted in Attachment "A".

7.   FACILITY CLEANING

The Applicant will be held responsible for cleaning the Facility immediately upon the conclusion of the Activity.

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

The City shall have the authority to clean or cause to be cleaned and/or repair any damages resulting from the Applicant's failure to comply with this provision and the Applicant shall be responsible for payment of any bill for such services, to the City.

8.   SERVING OF ALCOHOLIC BEVERAGES

No alcoholic beverages are to be sold at the Facility and the Applicant must comply with all City ordinances pertaining to the possession of alcoholic beverages within the Park.

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

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 the 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;

(c) Applicant attempts to 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

(d) 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 _____, have entered into this Contract for the use of the City owned DESSERT PARK Facility.

APPLICANT_____

_____
Applicant

CITY OF MOSINEE   _____
                                                                      Mailing Address
_____
City Clerk/Treasurer or City Administrator

                                                                      _____
                                                                      Phone Number
_____
Date

                                                                      _____
                                                                      Date

ATTACHMENT "A"

1. Shelter Facility: <u>DESSERT PARK</u>

2. Facility Usage Date: _____

3. Facility Usage Time: _____:_____ - _____:_____

3. Facility Usage Rental Fees:

    A. **Private Non-Profit Events (Weddings, Family reunions, picnics, etc.) for City Residents ~ $75/DAY.**

    B. **Private Non-Profit Events (Weddings, Family reunions, picnics, etc.) for Non-City Residents ~ $150/DAY**

ATTACHMENT "B"

<u>RULES AND REGULATIONS</u>
<u>FOR THE USE OF THE DESSERT PARK SHELTER</u>

1.   Written application for the rental and use of the DESSERT PARK Shelter described in Attachment "A" 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 prior to vacating the Facility. This includes restoring the premises to its previous condition and replacing and/or reimbursing the City for damages to the facility or equipment thereon. In instances of failure to comply with this provision, 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 to the Applicant.

3.   No individual may use any recreational facility for the purpose of profit.

4.   For youth activities, a minimum of two adults must be present as chaperons to supervise the activities. The names of said chaperons must be submitted in writing along with the application for use of the Facility.

5.   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.

6.   Decorations may not be stapled to the Facility whatsoever.

7.   Parking of motor vehicles shall be limited to the parking lot areas. 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 River Park.

I, _____, representing _____, hereby agree to the rules and regulations for the use of the City of Mosinee Dessert Park Shelter Facility.

Dated this _____ day of _____, 2_____.

_____
Signature