

Joyce A. Wanek Pavilion Rental Agreement

This Joyce A. Wanek Pavilion Rental Agreement (herein called this "Agreement"), made and entered into this _____ day of _____, 201__, by and between the City of Arcadia (herein called "City") and _____ (herein called "Renter").

In consideration of the mutual promises contained herein, the City and Renter agree as follows:

1. Use. Under the terms and conditions of this Agreement, the City grants to Renter a non-assignable and non-transferrable right for the Renter to use and occupy the Joyce A. Wanek Pavilion (herein called the "Pavilion") located in Schank Park in Arcadia, Wisconsin, for the sole purpose of:

2. Occupancy. Under this Agreement, Renter is entitled to use and occupy the premises as follows:

Move in/Set-up: _____ (date, include start time)

Move out: _____ (date and time)

Notwithstanding the foregoing, Renter agrees and acknowledges that the hours of operation for the Pavilion are between 8 a.m. and 10 p.m. and may not be used outside of those hours. A written request to the City Common Council must be made if Renter requests a variance from the foregoing hours of operation.

3. Rental. It is understood and agreed that the Renter shall pay the City the following rental for use of the Pavilion on the dates specified in Paragraph #2 of this Agreement: \$150 per day for Monday through Thursday and \$300 per day for Friday or Saturday. The foregoing rental fees are payable upon execution of this Agreement. One-half of the rental fee shall constitute a rental deposit, which shall be refunded to the Renter if the reservation is cancelled prior to May 1 of the year in which the reserved date occurs, but if cancelled thereafter is non-refundable.

4. Security Deposit. Renter agrees to deposit with the City a security deposit in the amount of \$300 per day the Pavilion is rented, which will be due ten (10) days before occupancy, or the date of execution of this Agreement if this Agreement is executed less than ten (10) days before occupancy. The security deposit will be returned after the inspection under Paragraph #7 of this Agreement has been conducted and if the obligations of Paragraph #6 of this Agreement are met to the satisfaction of the City, less any damages and cleaning expenses. Access to the Pavilion will not be provided until the security deposit is paid as required by this Paragraph #4.

5. Method of Payment. All rental fees and security deposits shall be made payable to "City of Arcadia – Joyce A. Wanek Pavilion."

6. Renter's Obligations.

A. Renter shall be responsible for all costs and expenses in excess of the Security Deposit.

B. Renter shall not attach any type of advertisement or decoration to the Pavilion using any type of nail, screw, hook, or other device commonly used for hanging items, and shall not use adhesive devices such as tape, glue, and similar items. Renters shall first obtain permission from the City of Arcadia Street Superintendent prior to stringing items from the ceiling such as streamers, although such items may only hang and may not be fastened or attached.

C. Upon surrender of the Pavilion, the Pavilion must be clean, including but not limited to the restrooms and kitchen.

D. Upon surrender of the Pavilion, the area surrounding the Pavilion must be clean, with all paper, cans, cups and other refuse placed into the garbage dumpsters located near or in the Pavilion.

E. Renter and guests shall comply with City ordinances at all times, including those regarding alcohol, noise and use of park facilities.

7. Inspection. The City of Arcadia Street Superintendent or a member of the Street Superintendent's staff (collectively, the "Superintendent") will inspect the Pavilion and the surrounding area subsequent to the surrender of the Pavilion to ensure that Renter has complied with Renter's obligations under Paragraphs #6.C and #6.D of this Agreement. Renter agrees to pay to the City an inspection fee of \$25.00 which is payable upon execution of this Agreement. If any damage has occurred or clean-up is required, the Superintendent will take photographs of the area or areas and prepare a written report to the City. The City Clerk shall immediately contact, by letter, the person or entity who signed this Agreement to collect amounts due for damages and cleaning costs, and other amounts due under this Agreement. If all amount due are not paid within 15 days of the date of the letter, the Superintendent's report shall be referred to the City Attorney for collection of such amounts due. If legal action is required, Renter agrees to pay all costs of collection and reasonable attorneys' fees.

Approved as to form and execution as of the date first hereinabove written.

RENTER:

BY: _____

Name: _____

Mailing Address: _____

CITY:

BY: _____

Name: _____