

TOWN OF RHINE HALL/PARK SHELTER
W5250 Cty FF
Elkhart Lake, WI 53020

RENTAL AGREEMENT

Rhine's Town Hall (maximum capacity 120 persons) and Park Shelter (maximum capacity 330 persons) belong to all residents of the Town and were constructed for their use. Renters must be a Town Rhine resident. To maintain the Hall or Shelter in good condition, renters agree to the following conditions:

1. State day, hours, and purpose of use to the Town Clerk. All functions MUST end by 12:00 midnight.
2. Hall Rental - Pay up-front \$180.00. Fee of \$90.00 plus \$90.00 (refundable) if Hall is left in good, clean condition.
Shelter and Hall Rental- Pay up-front \$320.00. Fee of \$160.00 plus \$160.00 (refundable) if both facilities are rented at the same time and left in a clean condition.
3. Pick up the rental key the Thursday before your event between 11:30AM and 4:30PM.
4. Mop the floors after the function is over – water only.
5. Clean sinks and counter tops in kitchen.
6. Put away all dishes and crockery.
7. Empty wastebaskets from rest rooms.
8. Set-up tables and chairs in the condition you found them.
9. Any garbage MUST be removed from the Hall. Use plastic bags in garbage cans. Remove from premises. Do not put on the grounds.
10. Any damage done to the interior or exterior of the building is the responsibility of the renter. Renter agrees to pay all repair costs if such damage occurs.
11. Any and all long distance phone calls will be paid for by the renter.
12. There is NO SMOKING in the Town Hall or in the Shelter. If smoking occurs outside the Hall, it is the responsibility of the renter to appropriately clean the area.
13. When your event is over please lock up and place the rental key in the mail slot to the left of the front door.
14. If two hundred (200) or more guests are anticipated. Renter may be subject to a \$275.00 Gathering Permit fee under Rhine Ordinance, if not protected by exemptions.

"I further agree to indemnify, defend and hold harmless the Town of Rhine and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses and costs (including attorney's fees) arising out of my rental of the Town Hall or Park Shelter, caused in whole or in part by any negligent act or omission of myself, anyone in my group, anyone directly or indirectly employed by them or invitees, except where caused by the sole negligence or willful misconduct of the City."

Renter's Full Name: _____

Mailing Address: _____

Phone Numbers: _____

Building to be Rented: Town Hall _____ Park Shelter _____

Purpose for Rental: _____ **# of Guests Attending** _____

Expected Set up Time: _____

Expected Start Time: _____ **Expected End Time:** _____

Signature: _____ **Date to be rented** _____

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability is provided by:

Name: _____

Address: _____

(the "User") to the **Town of Rhine**, Sheboygan County, Wisconsin, with a mailing address of P.O. Box 117, Elkhart Lake, WI 53020-0117 (the "Town").

Town owns the Town Hall, park shelter and surrounding land at W5250 County Road FF, Elkhart Lake, Wisconsin (the Town Property). User is holding an event on _____, 2018, and desires to park vehicles on the Town Property.

This Release and Waiver of Liability is given by the User in consideration for the Town allowing the User to use the Town Property for the purpose stated.

INDEMNIFICATION AND HOLD HARMLESS: User agrees to indemnify and hold harmless the Town, its officers, employees and agents against all damages, claims, liabilities and causes of action to the extent they are caused by or related to the use of Town's property by User or User's visitors, agents, invitees or employees.

WAIVER OF CLAIMS: Town and its officers, employees and agents shall not be liable for, and the User hereby releases all claims or causes of action for injury, property damage, or expenses sustained by User or any person claiming through User resulting from any accident, injury, occurrence, theft or other condition in, upon or related to User's use of Town's property.

IMMUNITY: All obligations of the Town under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations contained in Wisconsin law, including those set forth in §§ 893.80, 895.52, and 345.05, Wis. Stats. Nothing herein constitutes a waiver by the Town or its insurers of governmental immunities, defenses, or other limitations within Wisconsin law.

USER:

Signature: _____

Print Name: _____

Title (if any): _____

Dated: _____