

TOWN OF UPHAM TOWN HALL

Rental Agreement

This rental agreement is made this _____ day of _____, 20____ between the **Town of Upham** (LESSOR) and LESSEE _____.

Lessor hereby leases to the Lessee for its exclusive use: social hall, kitchen, restrooms; the use of the Lessor's tables and chairs, together with the non-exclusive use of the adjacent parking area, on the following terms and conditions:

1. **RENTAL PERIOD:** The rental period shall be on _____, _____, _____. The key will be given to the Lessee per arrangement. The key will be returned to the Town Clerk at the end of the event.
2. **RENT:** The total rent shall be \$40.00 of which a deposit of \$75.00 will be paid upon the signing of this agreement. The balance of \$40.00 will be paid with a separate check and returned with this signed rental agreement.
3. **LESSEE'S PROHIBITED ACTIVITIES:** Lessee, its invitee or licensee shall not: (A) Use staples, nails, tacks, or tape on the walls or ceilings of the premises; (B) Change any lights or lighting fixtures; (C) Permit attendance in the rented premises during the rental period to exceed the posted occupancy regulation of **100** persons; (D) Engage in any conduct which the Lessor in its sole and absolute discretion deems to be offensive or inappropriate, provided that Lessor shall have the right of observance and inspection during the period of the lease. Lessor shall have no affirmative obligation to make such observations or inspections; (E) Permit confetti on the premises; (F) Permit exits, halls or passageways to become obstructed so as to interfere with the free/immediate passage of the public; (G) Permit alcoholic beverages on the premises without meeting all legal requirements of Federal, State and County liquor beverage laws; (H) Take tables and chairs outside of the building.
4. **LESSEE'S DUTIES:** Unless otherwise agreed to by attachment, Lessee shall (A) Return the rented premises to the state of orderliness and cleanliness comparable to such conditions at the beginning of the rental period; (B) Take all trash with you (C) Sweep and wet mop all floors, (D) Put all folding chairs away; (E) Leave premises and all fixtures and furniture in the same condition as received; (F) See that all patrons clear the PROPERTY within 1 hour after the event is completed.
5. **KITCHEN USE:** Use of the refrigerator, stove/oven, coffee maker and microwave are permitted. Any equipment used must be left cleaned and returned to where found. All counters and cabinets should be checked for spills and cleaned. Cooking of foods in kitchen area is prohibited. Foods may be warmed or reheated only.
6. **DECORATIONS:** Lessee shall not decorate the rented premises without prior consent of the Lessor. If such decorations are permitted, said Lessee must remove decorations immediately after the completion of the rental period, unless specific permission is granted to permit such decorations to remain. In NO event will decorations be permitted that will in any way deface, mar, or injure the premises.
7. **CONDITION OF PREMISES:** Lessee has inspected the premises and found same to be suitable for its intended use.
8. **CANCELLATION OF LESSOR:** If lessor is forced to cancel this agreement due to building damage, weather, Acts of God or for any reason not within its control, Lessor shall promptly refund to the Lessee all monies paid by Lessee, and neither party shall have any further responsibility or liability to the other under this Agreement.
9. **INDEMNIFICATION OF LESSOR BY LESSEE:** Lessee agrees that the lessor shall not be held responsible for any injuries or damages caused by or to any of the Lessee's

invitees or licensees while upon the premises except those resulting from the Lessor's negligence. Lessee shall provide a certificate of liability insurance to the Lessor. Lessee must notify the Town Clerk or Town Chairman (Lessor) named below within 24 hours of any injury or damage incurred.

10. **GENERAL CONDITIONS:** This agreement represents the entire Agreement between parties, and neither party shall be bound by a representation not set forth herein. This agreement shall bind the parties, their personal representatives and/or assignees. Whenever used, any gender shall refer to ALL genders and singular shall refer to plural and vice versa.
11. **SMOKE-FREE BUILDING:** This building is smoke free.
12. **DEPOSIT:** Lessee agrees to a security deposit of \$75.00. The security deposit is held and refunded only if the hall is left in an acceptable condition determined by the Town of Upham. Any damage exceeding amount of security deposit shall be the sole responsibility of the Lessee.

Town of Upham

Leah Antoniewicz, Clerk

Lessee

Lessee's Address and Phone #

Send contracts/payments to:

Town of Upham
Leah Antoniewicz, Clerk
N9173 Golf Road
Deerbrook, WI 54424
Or
townofupham@gmail.com

MAKE CHECKS PAYABLE TO: Town of Upham