

## License/Rental Agreement

This License/Rental Agreement ("Agreement"), is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the "Effective Date") between the Town of Forestville, Wisconsin (the "Town") and \_\_\_\_\_ ("Licensee") whose residence and mailing address is \_\_\_\_\_.

The parties agree as follows:

- License. The Town agrees to grant Licensee a license to use the Town Hall, Pavilion, and/or Ball Park, located at 7701 County Road H, Maplewood, Wisconsin (the "Facility"), commencing at \_\_\_\_\_ PM/AM on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ending at \_\_\_\_\_ PM/AM on \_\_\_\_ day of \_\_\_\_\_, 20\_\_.
- Use. The Facility is to be used by Licensee for the sole purpose of \_\_\_\_\_ and for no other purpose (the "Event"). Note: Building capacity is 90. Kitchen is to be used for warming food only, no cooking or frying.
- License Fee and Security Deposit. Licensee agrees to pay the Town a non-refundable License Fee of \$ \_\_\_\_\_ for use of the Facility and a refundable Security Deposit of \$ \_\_\_\_\_.
- Licensee Liability/Cleaning. Licensee agrees to remove all garbage generated by licensee and those present at the Event off the Town premises at the end of the Event (applies to Community Center use only). During the contract period, Licensee is responsible for all damage to the furnishings, equipment and property of the Town caused by Licensee, or its agents (ordinary wear and tear expected) and Licensee shall pay the Town all reasonable costs incurred for the cleaning, repairing or replacing of such property or equipment. The Town does not permit the affixing of anything to the walls, floors or ceilings of the Facility with nails, staples, tape or any other substance by Licensee, unless written approval has been received from the Town prior to the Event. Licensee agrees that the Town shall be able to apply the Security Deposit *as partial payment* to cover any costs incurred by the Town related to any damage to the Facility during the Event or cleaning costs related to Licensee's failure to return the Facility to at least as good of a condition as that received by Licensee by \_\_\_\_ PM/AM on \_\_\_\_ day of \_\_\_\_\_, 20\_\_.
- Indemnification and Hold Harmless. Licensee agrees to indemnify and hold harmless the Town, its officers, directors, agents, representatives, or employees (the "Indemnified Parties") from and against all claims and costs (including attorneys' fees) arising out of or resulting from Licensee's or any of Licensee's agents, customers, invitees, contractors, occupants or employees use or occupancy of the Facility or other Town property. Notwithstanding anything to the contrary contained herein, in any event of loss or damage to the Facility, any other Town property, or Licensee's business or property, Licensee shall look first to any insurance in its favor before making any claim against the Indemnified Parties.
- Compliance with Laws. Licensee is responsible for following local, state and federal laws, including but not limited to Wisconsin State Liquor Laws. No person under the age of 21 may be served intoxicants on Town property.

7. Cancellation/Refund. Should it become necessary for Licensee to cancel the Event, a written cancellation notice must be postmarked 90 days prior to the event commencement date in order to receive a refund of the License Fee.

8. Miscellaneous.

- A. Licensee may not assign this Agreement without the prior, written consent of the Town.
- B. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God: fire; flood; windstorm; explosion; war; or cause or causes beyond the reasonable control of the party affected; if prompt notice of such delay is given by such party to the other and each of the parties hereunder shall be diligent in attempting to remove such cause or causes.
- C. No provision of this Agreement is intended or shall be construed, to be a waiver for any purpose by the Town of the provisions of Section 893.80, Wis. Stats., or other applicable limits on municipal liability.
- D. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Wisconsin. Venue is Door County, Wisconsin.
- E. In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts shall otherwise be fully enforceable.
- F. No remedy or election set forth in this Agreement shall be deemed exclusive but shall, when possible, be cumulative with all other remedies at law or in equity.
- G. This Agreement contains the entire agreement of these parties with respect to any matter covered or mentioned in this Agreement. Any amendment or modification of this Agreement must be in writing.

IN WITNESS WHEREOF the parties have executed this Agreement under seal as of the Effective Date.

**Licensee signature:**

**Town of Forestville, Wisconsin**

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Ruth Kerscher, Town Clerk  
1364 Mill Road  
Sturgeon Bay, WI 54235  
Phone No. (920) 856-6551

\_\_\_\_\_

Phone No. \_\_\_\_\_