

# TOWN OF LYNDON

## Town Hall Rental Agreement

*Note: The provisions of the Town Hall Rental agreement may be revised from time to time. It is your responsibility to verify with the Town Clerk's Office that you have the most current rental agreement because those are the terms which will apply to your rental. All previous agreements to the most recently dated agreement will be null and void.)*

### **1) WHO MAY USE**

The building and grounds may be made available to the following.

- a) Governmental agencies such as planning commissions, fire departments and other organizations relating to government.
- b) Adult residents of the Town of Lyndon for occasional functions such as showers, picnics, and other non-commercial social gatherings. A resident is defined as a qualified elector. Non-residents may also contract to use the Town Hall for the same purposes as residents and all provisions of the Rental Agreement will apply. Because of the desirability to keep the Town Hall available for those functions, it is intended that it not be used for regularly scheduled, frequently occurring events. The Town Hall will not be available if it interferes with or disrupts the regular operation of the Town. The Town Hall may not be used for programs involving the sale, advertising, solicitation or promotion of products, services, or memberships. **The Town reserves the right to deny any request. Violations of this agreement or damage to the facility/equipment may be cause for future denial.**
- c) "Bona Fide" clubs, fair associations or agricultural societies, churches, lodges, societies or veterans organizations that have been in existence for at least six (6) months when sponsored by an adult Town resident or an adult non-Town resident as defined in paragraph (b) above. For purposes of this sub-section, the term "bona fide" is defined as being authentic, genuine, sincere, done or made in good faith. "Club" is defined as a group of people organized for a common purpose and meeting regularly. To verify that the applicant is "Bona Fide", the following may be requested:
  - 1) Confirmation that the organization has been in existence for at least 6 months prior to the application
  - 2) A list of officers
  - 3) Information about the holding of regular meetings

A partnership or business corporation is not an eligible applicant.

### **2) WHEN AVAILABLE**

The Town Hall and/or grounds may be made available between the hours of 8:00 am and 11:00 pm, seven days a week for such periods of time as the Town Board deems appropriate.

### **3) RESERVATIONS AND CANCELLATIONS**

All applications will be processed on a first come, first served basis. All fees and security deposits must be paid with the submittal of the rental application and will not be confirmed until that is done. Applicants wishing to use the Town Hall must submit a written request to the Town Clerk's Office by completing an application for rental of the Lyndon Town Hall (page 4).

- a) The request shall be submitted to the Clerk's Office, which will contact the Town Chair and Town Hall Committee Chair for approval. If any of these chairpersons are not available, any other two board members can give approval. The Town Board, Town Chairperson or Town Clerk may re-schedule, limit or otherwise modify any permission for use previously granted as is deemed reasonably necessary to accommodate business of the town or any entity thereof.
- b) Cancellations (for any reason) after confirmation must be made at least ten (10) working days (Monday-Friday) prior to the scheduled event. Any cancellation with less than ten days notice shall require a forfeiture of ½ of the rental fee.

### **4) FEES AND RELATED**

Rental fees are \$50 for Town of Lyndon residents and \$75 for non-residents. All applicants must submit \$150 with their application to cover rental fees and security deposit. If all provisions of the Town Hall Rental Agreement are adhered to fully, residents will receive a \$100 refund from their deposit and non-residents will receive a \$75 refund. Fees may be waived at the discretion of the Town Board. If any provisions are not adhered to, there will be no refund of the deposit amount and other charges as further specified may be imposed. If a refund is to be made, it shall be returned the month

following the Town Hall use and the regularly scheduled Town Board meeting (2<sup>nd</sup> Wednesday of each month) since refunds shall be treated as a Town bill and as such must be approved by the Town Board.

Each group or individual making a rental application is financially responsible for the condition of the facility/grounds/equipment & furnishings and any damage will result in complete forfeiture of the security deposit as well as responsibility for any further damages over \$150 (see also number 13, page 3, Hold Harmless Clause).

**5) SIZE OF GROUP AND USE RESTRICTIONS**

Capacity of the Town Hall is 99 persons. Beer and wine may be served (except to those under the legal age) without charge to those attending the event, but shall not be sold. Any other alcoholic beverages will be subject to Town Board approval.

**6) DECORATING**

No decorating is allowed prior to the scheduled event. No decorations or other items may be affixed to any permanent part of the facility or grounds. This includes tape, nails, hooks or other types of fasteners. All decorations must be removed from the premises immediately following the event.

**7) SMOKING & ANIMALS**

Absolutely no smoking is allowed within the Town Hall. Smoking is allowed on the grounds only if containers are provided by the renter for the disposal of smoking materials. No animals other than those assisting handicapped persons shall be allowed in the building or on the grounds.

**8) TABLES AND CHAIRS**

Town Hall tables and chairs may be used. The lessee is responsible for setting up and taking down of tables, chairs and/or other equipment. The room being rented shall be left in the same arrangement as it was found. Tables, chairs and/or other equipment are not to be removed from the building.

**9) SECURITY/SAFETY**

All groups using the Town Hall are responsible for the contents and security of the building. Opening and closing of the building securely will avoid cost of damages to the user from vandalism. Use of candles or any flammable type material is prohibited in the building or on the grounds. The person responsible for renting the hall should acquaint all attendees with the fire exits. Charcoal or gas grills may be used on the grounds if allowed by the Town Board. Applicants must request permission in writing and must adhere to conditions of use as set by the Town Board. Open fires and fire pits are not allowed at any time. Dial 911 in case of emergency or fire.

**10) RESPONSIBILITY FOR KEYS**

It is the applicant's responsibility to contact the Town Clerk's Office prior to the function to make arrangements to pick up the keys. Keys may not be picked up earlier than one day before the function and must be returned the day following according to arrangements made with the Clerk's Office. All keys are issued at the pleasure of the Town. Duplicating keys is prohibited. Anyone who loses a key shall be responsible to compensate the Town for the cost of re-keying the building and replacement of all keys that were issued or in possession of the Town. Keys will only be issued to an adult, 18 years or older.

**11) CLEANING/MAINTENANCE**

The Town Hall and grounds must be left in the same orderly condition in which they were found. All cleaning is to be done immediately after the conclusion of the event. All equipment not furnished by the Town must be removed from the building no later two (2) hours following the event. The refrigerator and sink may be used; however, perishable items of any kind are not to be left in the refrigerator at the conclusion of the event. All garbage is to be removed from the premises immediately after the event – garbage may not be burned on the grounds or left for disposal at the Town Hall. All areas of the hall used must be left clean, including the bathrooms (flush and clean all toilets).

**12) SUPPLIES**

Supplies will not be furnished by the Town, i.e., cups, garbage bags, cans for discarded smoking materials. Bathrooms will have one roll of toilet paper plus one spare roll and the paper towel dispenser will be filled. If more toilet paper or paper towels are required they are to be supplied by the renter.

**13) HOLD HARMLESS CLAUSE**

Groups or individuals must provide a Certificate of Insurance (liability on home owners or business insurance) verifying that they have sufficient insurance.

Lessees (renters) shall indemnify, defend, and hold harmless the Lessor (Town of Lyndon) from any and all damage, or loss or liability of any kind whatsoever occasioned upon and /or within the leased premises (Town Hall and/or grounds and/or parking lot) or ways or walks or concourse adjacent thereto, by reason of any injury to property or persons occasioned by any omission, neglect, or wrongdoing of the lessee (renter) or any of his, her, and/or its officers, agents, representatives, assigns, guests, employees, invitees, or other persons admitted by the Lessee (renter) to the premises and the Lessee (renter) will at his or her and/or its own cost and expense, defend and protect the Lessor (Town of Lyndon) against any and all such claims or demands, also including reimbursement to the Lessor (Town of Lyndon) of any and all attorney's fees in connection herewith. The Lessee (renter) further agrees to exercise due care in the preservation of the premises and to prevent loitering and the presence of unauthorized persons during all usage periods.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO ALL, THE PROVISIONS AS OUTLINED IN THE RENTAL AGREEMENT AND BY COMPLETING THE APPLICATION FORM FOR THE RENTAL OF THE LYNDON TOWN HALL SO SPECIFY.**

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Signature of Responsible Person

Printed name of Responsible Person

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Address

City/Town/Village

Zip

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Phone (including area code)

email

Date

APPLICATION FOR RENTAL AGREEMENT (PAGE 4) MUST BE SIGNED BY THE SAME PERSON SIGNING ABOVE.

**APPLICATION FOR RENTAL OF THE LYNDON TOWN HALL**

*(Must be signed by the same person who signed the HOLD HARMLESS CLAUSE, Page 3)*

Date and time of Event for Hall use \_\_\_\_\_

Date and time needed for set up \_\_\_\_\_

Name of Group or Individual \_\_\_\_\_

Type of Event to be held \_\_\_\_\_

Number of people expected to attend \_\_\_\_\_ Will wine or beer be served \_\_\_\_\_

Date of application \_\_\_\_\_

Signature of Responsible Person \_\_\_\_\_ Printed Name \_\_\_\_\_

Address \_\_\_\_\_  
Street/Number City/Town/Village Zip

Phone number of responsible person including area code \_\_\_\_\_

Email of responsible person \_\_\_\_\_

**FEES / CHARGES**

Lyndon residents \$50.00  
Non-residents \$75.00

**CHARGE CARDS NOT ACCEPTED  
MAKE CHECKS PAYABLE TO:  
*Town of Lyndon***

**Deposit \$150.00**  
Note (refer to paragraph 4 regarding refund)

**Remit to:**  
Lyndon Town Hall  
W6081 County Road N  
Plymouth, WI 53073

For additional information/questions phone (920) 528-7255

**FOR OFFICE USE ONLY**

Date submitted to Clerk \_\_\_\_\_ Date of Deposit \_\_\_\_\_

**CONDITION OF BUILDING:**

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

If unsatisfactory, specify reasons \_\_\_\_\_

Building/grounds inspected on \_\_\_\_\_ By \_\_\_\_\_

Date of Refund \_\_\_\_\_ Amount of refund \_\_\_\_\_

Amount of deposit withheld for reasons stated above \_\_\_\_\_

Signature of Town Clerk or Deputy Clerk \_\_\_\_\_ Date \_\_\_\_\_