TOWN OF HUMBOLDT COMMUNITY CENTER
5500 HUMBOLDT ROAD
NEW FRANKEN WI 54229

LIMITED USE PERMIT

CONTACT: TOWN CLERK JUDY BAIERL
575 S NEW FRANKEN ROAD
GREEN BAY WI 54311
920-863-3370
baierl05@centurytel.net

1.) COMPLETE THIS FORM
2.) MAKE OUT TWO CHECKS, EACH PAYABLE TO THE TOWN OF HUMBOLDT. ONE CHECK FOR $_____ RENTAL FEE AND ONE CHECK FOR $250 SECURITY DEPOSIT FEE, WITH STAMPED SELF-ADDRESSED ENVELOPE FOR RETURN OF SECURITY DEPOSIT AND/OR AN ACCOUNTING FOR ANY DEPOSIT AMOUNT RETAINED.
3.) READ AND SIGN THE RELEASE AND HOLD HARMLESS AGREEMENT ON THE NEXT PAGES.
4.) RETURN THIS CONTRACT, TWO CHECKS AND SELF-ADDRESSSED STAMPED ENVELOPE TO JUDY BAIERL.

DATE(S) OF USE _____ FUNCTION _____
ACTIVITY PERMITTED _____ #people
START TIME _____ FINISH TIME _____
PERMIT HOLDER NAME & ADDRESS _____
_____
PHONE NUMBER(S) _____
RENTAL FEE $_____ SECURITY DEPOSIT $250.00

The Permit Holder hereby accepts a limited license for use of the Humboldt Community Center and in so doing agrees that the Permit Holder and the Permit Holder's invitees to the building or grounds, take full responsibility for any and all property damage or personal injury occurrences in the course of the Function Permit Holder is hosting. The Permit Holder acknowledges receipt of Town's Rental Rules and Regulations and understands that the rules and regulations governing this rental must be followed. **The Rental Rules and Regulations are hereby incorporated into and part of this Permit.** Neither Permit Holder nor anyone attending the Function will hold the Town of Humboldt responsible for any loss or injury occurring at the Community Center building or on its grounds (collectively the "Facilities"). **The Release and Hold Harmless Agreement is hereby incorporated into and made part of this Permit. The Permit Holder's use of and conduct upon the Community Center premises is further governed by the Town of Humboldt Community Center Ordinance.**

The Permit Holder understands the rules governing cleaning of the Facilities and realizes that all or part of the security deposit will be withheld if the cleaning is not completed properly. The Permit Holder also agrees to pay for any additional costs the Town of Humboldt may incur because of the Function.

The Permit Holder certifies that he/she/it is an individual at 21 years of age or a Wisconsin partnership, association or body corporate that has liability insurance which will cover any bodily injury or property damage which may occur in the course of the Function the Permit Holder is hosting.

PERMIT HOLDER SIGNATURE _____ DATE _____
_____
PRINT PERMIT HOLDER NAME AND TITLE (IF APPLICABLE)

TOWN REPRESENTATIVE _____ DATE _____

TOWN OF HUMBOLDT
RELEASE AND HOLD HARMLESS AGREEMENT

Definitions:

1. "**Town**" shall mean the Town of Humboldt, Brown County, Wisconsin and include its employees, agents, representatives, successors and assigns.
2. **"Indemnitor"** shall mean the Permit Holder jointly and severally.
3. **"Activity"** shall mean the Indemnitor's use of the Building and Premises in the entire course of the **Function** from Start Time to Finish Time as stated in the Permit.
4. **"Function"** means the event for which the Permit is obtained.

In consideration of the **Town's** agreement to allow the Indemnitor to conduct the **Activity** and host the **Function**, the sufficiency of which is hereby acknowledged, **Indemnitor**, by its undersigned representative(s); on its own behalf and on behalf of its partners, associates, members, shareholders, officers, directors, employees, agents, representatives, and successors and assigns (collectively **"Indemnitor"**), agrees to release and hold the **Town** and the **Town's** employees, representatives, officers, directors, trustees, successors and agents harmless; from liability for any and all claims, demands, actions and causes of action, which any person may now have or may hereafter have, arising out of, related to, connected with, in consequence of or on account of all injuries, property damage, losses and/or other damage, resulting or to result, directly or indirectly, whether developed or undeveloped, accrued or unaccrued, to any other person, arising from negligence, including any act or omission, of **Indemnitor**, the **Town** or any other person in connection with any **Activity** or otherwise in the course of **Indemnitor** planning or hosting the **Function**.

Further, **Indemnitor** expressly agrees to indemnify and hold the **Town** harmless against any and all liability for damages on account of injury, including death, to any persons, including **Indemnitor**, **Indemnitor's** invitees, the **Town** or any other person, or damage to the property of any person including **Indemnitor**, **Indemnitor's** invitees, the **Town** or any other person, resulting from or arising out of or in any way connected with the **Activity**, including but not limited to those which may result from negligence, including any act or omission, of **Indemnitor**, **Indemnitor's** invitees, the **Town** or any other person, or any combination thereof. In addition, **Indemnitor** agrees to reimburse the **Town** for all costs, expenses, reasonable attorney's fees and loss incurred by the **Town** in consequence of any claims, demands and causes of action, whether meritorious or not, which may be asserted against the **Town** on account of the **Activity**. **Indemnitor** further agrees to pay any costs, including reasonable attorney fees, that may incurred by the **Town** in enforcing this indemnity agreement.

Indemnitor agrees that the term "injuries" includes, but is not limited to, any physical or mental injury, ailment, infirmity, deficiency, sickness or disease.

Indemnitor agrees that the term " losses" includes, but is not limited to: (1) damage to or destruction of property; (2) loss of use of property; (3) past and future lost income or profits; (4) past and future expenses for any care or treatment, including hospitalization, medical care and treatment; (5) scars and disfigurement; (6) past and future disabilities; (7) past and future loss of services, society and consortium; and (8) any incidental or consequential expenses, damages or losses associated with (1) through (7).

In making this release and hold harmless agreement, **Indemnitor** is not relying on any representations or statements made by the **Town** or any of its representatives or employees.

Indemnitor covenants that it will never institute any action or suit against the **Town** for any losses arising out of or in any way related to **Indemnitor** planning or hosting the **Function** or to the **Activity.**

The undersigned has read this Release and Hold Harmless Agreement, knows and understands its contents, represents and warrants that he or she has full authority to execute this document on behalf of **Indemnitor**, and signs this as his or her own free act.

IN WITNESS WHEREOF I HAVE HEREUNTO SET BY HAND AND SEAL

DATED: _____

INDEMNITOR By: _____

WITNESS: _____
(Authorized Town Representative)

ADDITIONAL RULES AND REGULATIONS ARE CONTAINED IN THE TOWN OF HUMBOLDT COMMUNITY CENTER ORDINANCE AND THE COMMUNITY CENTER RULES AND REGULATIONS.

**** KEEP THIS SHEET ****

Town of HUMBOLDT

Community Center Rental Rules and Regulations

Alcohol: The Permit Holder is responsible for abiding by the rules and regulations of the State of Wisconsin in regard to any aspect of alcohol use.

Cleaning: The Permit Holder is responsible to complete the cleaning or for the cost of cleaning the Community Center following the Function, including but not limited to:

* Floors swept and mopped, rugs vacuumed.
* Tables and chairs returned to original positions.
* Toilets and sinks cleaned, restroom floors mopped, wastebaskets emptied.
* Permit Holder will need to furnish Permit Holder's own dish cloths. Kitchenette sinks cleaned and counters wiped down.
* Town will furnish garbage bags. Recycling and solid waste separately bagged shall be removed from the premises and properly disposed of by the Permit Holder.
* Ensure all cigarette butts and other litter are picked up outside and disposed of with the solid waste.
* Ensure all lights are turned off.
* Return heat or AC to predetermined setting.
* Lock front and side entrances.

Commercial Use: Permits for private non-commercial use may be granted by the Town Clerk, but any commercial use of the Community Center is subject to Town Board approval and charge.

Discipline: Permit Holder is responsible for discipline inside and outside of the Community Center. Parking or driving on the lawn, fireworks, loud music and/or disruptive behaviors or activities are prohibited.

Decorations: There will be no decorations put on ceilings, walls or woodwork at any time. No tape, thumb tacks, etc. to be used on the walls, ceiling or wood trim.

Fees: Permit fee and security deposit must be paid in advance. Separate checks, payable to the Town of Humboldt are required. Following the final inspection, security deposit checks will be returned provided the terms of the Permit are fully satisfied. Cancellation of the Function and surrender of the Permit seven (7) or more days prior to a scheduled Function and any cancellations due to weather will result in a full refund of the rental fee.

Lost and Stolen Items: The Town of Humboldt shall not be responsible for lost and stolen items.

Pets: No pets allowed on Community Center property except service animals trained to do work or perform tasks for the benefit of a person with a disability as defined at §106.52(1)(fm) Wis. Stats.

Smoking: Smoking in the Community Center building is prohibited. Smoking upon the Community Center premises is limited to the designated smoking area only.

Snow Removal: If not already done, the Permit Holder(s) will be responsible for snow removal from the entrances and walks.

Security Deposit: The Security Deposit amount may not be sufficient to cover all cleaning or damage costs incurred by the Town, in which case the Permit Holder shall be jointly and severally liable for any and all such additional costs incurred by the Town. If the function is held more than 72 hours prior to a monthly Town Board Meeting, then the security deposit or any portion thereof returnable to the Permit Holder shall be returned to the Permit Holder at or immediately following such monthly Town Board Meeting. If the function is concluded 72 or less hours before that month's regular Town Board Meeting, then the Town Board shall determine the amount and return any amount of the security deposit returnable to the Permit Holder at or immediately after the following month's regular Town Board Meeting.