

TOWN OF Humboldt COMMUNITY CENTER
5500 Humboldt RD
NEW FRANKEN WI 54229
LIMITED USE PERMIT

CONTACT: TOWN CLERK: JUDY BAIERL
575 S NEW FRANKEN RD
GREEN BAY WI 54311
920-863-3370
townofhumboldt@outlook.com

1. COMPLETE THIS FORM
2. MAKE OUT TWO CHECKS, EACH PAYABLE TO THE TOWN OF Humboldt. ONE CHECK FOR THE RENTAL FEE OF \$125.00 AND ONE CHECK FOR \$250 SECURITY DEPOSIT FEE, WITH A STAMPED SELF ADDRESSED ENVELOPE FOR RETURN OF THE SECURITY DEPOSIT CHECK AND/OR AN ACCOUNTING FOR ANY DEPOSIT AMOUNT RETAINED.
3. READ AND SIGN THE RELEASE AND HOLD HARMLESS AGREEMENT ON THE NEXT PAGE.
4. RETURN THIS CONTRACT, 2 CHECKS AND A SELF ADDRESSED STAMPED ENVELOPE TO THE CLERK AT THE ABOVE GIVEN ADDRESS.
5. Cancellation of the rental of 30 days or less, will incur a \$50 fee, deducted from the returned rental fee for costs incurred and loss of future rental.

DATES OF USE _____ FUNCTION _____
ACTIVITY PERMITTED _____ #PEOPLE _____
START TIME _____ FINISH TIME _____
PERMIT HOLDER NAME AND ADDRESS _____
PHONE NUMBER _____
RENTAL FEE - 125.00 / SECURITY DEPOSIT OF \$250.

The permit holder hereby accepts a limited license for use of the Humboldt Community Center and in doing so 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 the 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 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 the he/she/it is an individual of at least 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 _____
PRINTED NAME OF PERMIT HOLDER _____
TOWN REPRESENTATIVE SIGNATURE _____ 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 acknowledge, 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, agrees to release and hold the Town and 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 the Indemnitor, indemnitor's invitees, the Town of 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 of 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's fees, that may be 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; (8) and any incidental or consequential expenses, damages or losses associated with 1-7.

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 the 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 Town of Humboldt Community Center Rules and Regulations

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
- Toilet and sinks cleaned, restroom floors mopped, wastebaskets emptied.
- Permit Holder will need to furnish 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 is picked up outside and disposed of with the solid waste.
- Ensure all lights are turned off.
- Return heat and AC to predetermined setting.
- Lock front and back doors.

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 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 or more days prior to scheduled function and any cancellation due to weather will result in full refund of the rental fee. **Lost or 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 section 106.52(1)(fm) Wis Statutes.

Smoking: Smoking in the Community center is prohibited.

Snow Removal: If not already done, the permit holder 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 hours or less before that 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 meeting.