

MCMILLAN COMMUNITY PARK PAVILION RENTAL AGREEMENT

Date and Times of Pavilion Rental _____

RENTER: Person or organization renting pavilion (if organization is renter, two officers must sign):

Name _____ Signed _____

Address _____ Signed _____

Phone _____ Date _____

SPONSOR OF RENTER IF RENTER IS NOT A TOWN RESIDENT: Name, Address, Phone & Signature

Purpose of Pavilion Rental _____

Estimated Number of Users _____ Use of Signs? Yes _____ No _____

If yes, size and number? _____

OFFICE USE:

Date Rental Fee and Deposit Paid _____

Amount Paid _____

The McMillan Community Park pavilion was constructed for the Town of McMillan residents. Reservations for special use by a resident may be made as outlined in the policies described below. Certain dates may be unavailable and other restrictions on renting the pavilion may be applied by the town board from time to time based on the demand for pavilion use by the community at large.

RESERVATIONS

Only adult residents of the Town of McMillan may rent the pavilion. Reservations can be made up to one year in advance. Reservations will be accepted by telephone or in person on a first come/first serve basis. Reservations can be made by calling the town clerk at 715-389-1338.

FEES

Reservation fee, including weekends and holidays - \$100/day Damage/Cleaning Deposit - \$100/per rental

Reservation fee and damage/cleaning deposit (\$200 total) are due within ten days of making a reservation with \$100 cleaning deposit refundable if conditions of reservation are met. Deposit refund check will be issued at the following Town Board meeting (2nd Monday of each month).

USE OF PAVILION AND OTHER FACILITIES

Renters will have exclusive use of the pavilion on the date of the rental until 11 p.m.

Renters shall have exclusive use of the facility, but not other areas of the park where township residents may still have freedom of access to use the ball park, playground equipment, etc. Special requests for use of the ballpark while renting the pavilion will be considered based on availability of the field.

CANCELLATIONS AND RESCHEDULES

Renters canceling more than 60 days prior to the scheduled date shall receive 75% of their reservation fee and their entire cleaning deposit. Renters canceling 60 days or fewer prior to the scheduled date shall receive a 50% refund of the reservation fee and a full cleaning deposit refund; except that any renter canceling three days or fewer prior to the reserved date shall not receive any refund other than the cleaning deposit.

Renters shall be allowed to reschedule/transfer to a new date one time without an additional charge if the request for a change occurs more than 60 days prior to the scheduled date. All other changes will be considered cancellations and the above noted penalties will apply.

KEYS

A pavilion key can be checked out and shall be returned before or on the first business day after use. A \$5/day fee will be charged for late return. The key will be considered lost and a fee of \$100 will be assessed after one week to replace locks on pavilion doors. A deposit box is available for pick up and return of keys at the Town Clerk's Office. (Mailbox on east side of Garage building at the back of the parking lot)

RULES AND REGULATIONS

- *The pavilion will be available for public use on a daily basis from approximately May to September depending on weather and staff availability to open and close the facility.
- *Smoking is not permitted in the pavilion. No alcoholic beverages may be sold on park premises at any time.
- *No animals are permitted inside the pavilion. Only animals on leash are allowed in the park and owners are responsible for picking up their waste. Horses and other livestock are forbidden on park grounds.
- *No parking in the fire department parking lot. If violations occur, the deposit will be withheld. If on street parking is required, please park on the North side of Elm Street.
- *Use of bouncy houses, trampolines or any other jumping device is prohibited. If installed during an event, deposit will be withheld.
- *Excessive noise and loud music which would not allow others from enjoying the park is prohibited.
- *No overnight parking in pavilion parking lot or camping allowed.
- *Parking is restricted to the parking lots. Parking is not allowed on the grass. Renter assumes full responsibility for all damage to township property, missing items, and clean-up of the facility during the rental period. The pavilion must be left suitable for immediate use. Floors must be swept, tables cleaned, and trash bagged. Renters will be responsible for taking their trash with them. Garbage bags will be provided. Leaving garbage behind will result in automatic forfeiture of the cleaning deposit.
- *Renter hereby fully releases and discharges the Town and its officers, agents, servants, and employees from any and all claims from injuries, including death, damage or loss which Renter may incur, or which may be incurred by any person(s) that Renter may invite or bring to the rented facility.
- *Renter further agrees to indemnify and hold harmless and defend the Town and its officers, agents, servants, and employees from any and all claims from injuries, including death, damage, or loss which Renter may have, or which any person(s) that Renter may invite or bring to the rented facility.
- *The damage deposit will be retained by the Town of McMillan if damage or clean-up cost are incurred. If damage or clean-up costs exceed the damage deposit, Renter shall be liable for these costs.
- *Signs regarding a scheduled event shall not be placed on park premises more than five days in advance and only in pre-approved locations. All signs must conform to township sign ordinances and policies. Individuals must notify the Township of the number, size, and content of signs at the time the pavilion is reserved.
- *No firearms or other weapons shall be brought onto the premises except by lawfully authorized law officers.
- *Maximum occupancy of the pavilion is 180 people when the pull-down doors are closed.
- *Renter has read this agreement and agrees to comply with its terms and conditions. Any failure to comply with the terms and conditions will result in the forfeiture of Renter's deposit.