

CITY OF BADGER COMMUNITY HALL

REQUEST FOR USE WAIVER OF LIABILITY AND ASSUMPTION OF RESPONSIBILITY AND AGREEMENT

_____, does hereby request that the Badger Community Hall be reserved for its use from _____, 20____ until _____, 20_____.

The undersigned does hereby request that the City of Badger (City) allow use of the facility and agrees that it shall abide by all of the following terms and conditions of the City together with the written rules and policies also adopted by the City which govern the use of the facility.

1. The undersigned agrees that the facility is now cleaned and swept up. After use of the facility it shall be the responsibility of the undersigned to clean up the facility, remove all garbage and trash, clean all floors, deposit all trash in the dumpster and return the facility to the condition in which it was prior to the time the facility was used by the undersigned. (see exhibit "A" which covers further responsibilities concerning the use of the facility.) If clean-up work is not done, the City shall have the facility cleaned and the undersigned agrees to pay for the charges of this clean-up which charges will be based upon the time and expense incurred by the City in making the clean-up required to return the facility to the condition in which it was prior to the time it was used by the undersigned.
2. The use of intoxicating liquor, beer or non-intoxicating malt liquor is permitted only if you, the renter, is 21 years of age or older and you contract with a licensed liquor vendor to serve alcohol. The licensed vendor must have liability insurance for this purpose and all Federal, State, and Local laws regarding the consumption, display, sale and use of alcohol are abided by. It shall be the renter's responsibility to research and know what these laws are.
3. The undersigned has toured the facility and states to the City that the facility is in good and clean condition, that it is safe to be used for the purposes set forth above and that the undersigned will not allow any activity to be conducted during the time which it uses the facility that will or could lead to damage to personal property or personal injury to any person whatsoever.
4. The undersigned agrees that it shall be totally responsible for all loss or damage or claims made by any person or any party which concerns use of the facility during the time your undersigned is using the Badger Community Hall. The City shall not be responsible for any loss or damage or claims made by any person or party, it being understood that the sole and complete responsibility for use of the premises lies with the undersigned in case such claims are made. If claims are made against the City, the undersigned agrees to defend the City, its officers, councilmembers, employees and agents against all claims made. Further, your undersigned agrees to indemnify and hold the City, its officers councilmembers, employees and agents harmless from and against any and all claims and liabilities, including attorney's fees, as to any claims for damages or loss which arise or could have arisen out of the use of the facility by your undersigned. If your undersigned does not defend, indemnify and hold the City harmless pursuant to the provisions of this agreement, then the City may institute an action against the undersigned and all persons using the premises for recovery of all expenses and costs incurred by the City for failure to defend, indemnify and hold the City harmless pursuant to the provisions of this paragraph.

5. Your undersigned does/does not (strike out inapplicable) have liability or insurance protection to cover the above described event. If the undersigned has liability and insurance protection, the name of the carrier:_____.

6. The undersigned does further agree that it shall not damage or destroy the facility or any part thereof nor allow the same to be damaged or destroyed by any person during then time it utilizes or has control over the facility. The undersigned further agrees that it shall abide by all applicable local, state and federal laws, rules and regulations.

7. The undersigned further agrees that if the signature of the undersigned is for and on behalf of an organization that said organization has expressly authorized the undersigned to make this agreement on behalf of the organization or association and that the organization or association shall be bound by the undersigned's signature. The City may request that the undersigned furnish a certified copy of the resolution of the organization or association in its discretion so requires the same.

Alternatively, the City may require all of its officers or directors or members as it shall select to sign this agreement to further document this request and agreement to use the facility in the manner provided herein. If the organization or association requesting use of the facility is not incorporated, by signing this request and agreement the undersigned understands and agrees that all association members are or could be liable for use of the facility and that all members bear responsibility legally if the facility is not used properly and is not used in accordance with the terms of this request and agreement.

8. The undersigned understands that the City Clerk or designate review and determine whether to approve this request. The undersigned understands that a deposit of \$_____ is due at the time this request is made. If this request is approved by the City Clerk or designate the facility rental charge for use of the Community Hall will be \$_____; as per the fee schedule. The balance of the facility rental charge shall be payable before use of the facility. Your undersigned shall be personally responsible for payment of the facility rental charge. If the City Clerk or designate approves this request it shall become a binding agreement between the party making the request and the City of Badger.

9. A schedule of the requirements which users of the Community Hall must follow is attached and by this reference made a part hereof. This attachment sets forth some of the requirements all of which must be observed whether contained in the attachment or in the agreement or in both documents.

Dated:_____

Name of organization or individual requesting use of the community hall:_____ (please print)

Signature:_____

RESPONSIBILITIES CONCERNING THE USE OF THE BADGER COMMUNITY HALL

1. Renters may pick up the key the same day or previous day and must pay the rental fees when the key is picked up. Renters are asked to drop the key in the utility drop box located outside the city office entrance when they lock up and leave. Renters who lose the key or fail to return the key the following day after use of the community hall will be billed \$25 and future use of the facility may not be granted to you or your organization.
2. All floors shall be swept and damp mopped if necessary.
3. All tables and chairs shall be wiped off to remove any trace of spills and returned to storage closet in the same manner you found them.
4. All items in the kitchen shall be returned to an orderly condition and all countertops shall be wiped clean. The sink shall be rinsed and all spills be cleaned. DO NOT PUT COFFEE GROUNDS IN SINKS.
5. Any dishes or utensils used shall be washed, dried and returned to their proper storage place.
6. All garbage shall be taken from the hall and placed in the dumpster located outside the city hall entrance.
7. All light switches shall be turned off; all doors locked at the end of the event. Doors shall be unlocked and remain unlocked during the time of the event.
8. The user/renter of the facility agrees to inform all persons attending the event concerning the terms and conditions for the use of the facility including prohibitions regarding beer and alcohol.
9. Any disturbances shall be reported to the local law enforcement center immediately. 463-1421
10. If the meeting is for the purpose of a public meeting the group is responsible to determine that the "open meeting" law and code requirements have been met.
11. Clean up includes removal of ALL items the undersigned brings in to the facility. All food/paper/etc. items left behind will be disposed of the day after your event – NO EXCEPTIONS.
12. ALL wedding dances must be approved by the City Council at their regular monthly meeting (3rd Wednesday of the month).
13. Failure to follow the policies and rules established by the City shall be cause for forfeiture concerning future use privileges and may subject the user to liability for the loss or damage caused thereby.

BADGER COMMUNITY HALL FEE SCHEDULE

Please check any & all that apply:

WEDDING/DANCE \$100.00____
MEETINGS/OTHER EVENTS \$100.00 ____
POLICING \$TBD____
(if available check with sheriffs office)
DAMAGE DEPOSIT \$200.00____

(for wedding/dance damage deposit needed – see clerk if damage deposit
needed for any other event)

DATE(S) REQUESTING:_____

GROUP/PERSON IN CHARGE:_____

RENTAL FEES(as checked above):_____

DEPOSIT FEES:_____

Signed_____

Renter/responsible party

DO NOT WRITE BELOW PLEASE

APPROVED BY CITY COUNCIL ON _____, 20____.

NOTES/CONDITIONS IF ANY:_____

