

# Town of Utica Lease Agreement

Renter Name: \_\_\_\_\_

Renter Address: \_\_\_\_\_

Renter Phone Number: \_\_\_\_\_

Rental Date(s) Requested: \_\_\_\_\_

Rental Time Requested: \_\_\_\_\_

Does hereby lease from the Town of Utica the following facilities at the suggestion rates:

Town Hall ..... \$50.00 / day  
Pavilion..... \$50.00 / day  
Town Hall & Pavilion ..... \$100.00 / day

Plus a security deposit of \$75 per rental. *(Please write out a separate check from rental amount)*

Total of rental(s): \_\_\_\_\_  
*(Monies to be received 30 days prior to event, or sooner, depending on time rental booked)*

Intended Use: \_\_\_\_\_

The responsible party hereby pledges and guarantees that the premises and equipment shall be used for the purposes intended. Failure to abide by this provision may result in the immediate termination of the lease at the sole option of the Town of Utica with forfeiture of deposit.

The responsible party, or organization, shall assume all liability for any damages or injuries that may occur during the period of the rental and shall also indemnify the Town, its employees and Board, from any and all claims which may be filed as a result of the responsible party's use of the premises. The indemnification shall include the defense costs of any claim and reasonable attorney fees incurred by the Town.

The Town reserves the right to require an insurance policy binder from the responsible party or organization, or in lieu thereof, an indemnification bond.

The Town Board reserves the right to condition the use of the Town's premises on reasonable requirements which may be unique to the requested use.

The signer of this agreement shall be personally liable in addition to the organization he/she may represent.

The Town agrees that so long as the responsible party performs the terms and conditions of this lease, they shall peaceably and quietly have, hold, and enjoy the premises for the term of this agreement; subject to the provisions of this agreement.

\_\_\_\_\_  
Signature of Responsible Party (Renter)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Town of Utica Representative

\_\_\_\_\_  
Date Signed

Please sign and return both copies with the check for the total amount owing. Upon receipt of the Rental Agreement and payment, and/or approval of agreement, a signed copy will be returned to the responsible party. See Terms & Conditions on back side.

**Return to:** Lucy Trebiatowski ~ 1354 County Road FF Oshkosh, WI 54904 (920-589-2708)

# Town of Utica

## Lease Agreement ~ Terms & Conditions

The key may be picked up one day prior to the event and must be returned on the first business day after the rental. The key may not be picked up until the deposit and donation are paid.

There is no smoking allowed in the Town Hall.

All events are to be finished and off the premises by 12:00am (midnight).

Any music is to desist by 11:00pm.

No animals allowed on the premises, with the exception of seeing-eye dogs, per Ordinance of the Town of Utica.

Vehicles may only be parked or used in the designated parking lots. No vehicle shall be permitted to in any way interfere with access and operations of the Fire Department.

The premises are to be returned to the same condition as they were at the time of rental with the Town Hall being set up as it is on a daily basis.

Cleanup is the responsibility of the Renter; using their own garbage bags and other supplies. All filled garbage bags are to be removed from the premises after the event.

The security deposit will be returned pending inspection of premises.

If the rental is for a general public use event, it must be approved by the Utica Town Board prior to the event date. Public use event is defined as being publicly announced or advertised. Copies of the liability insurance certificate are required to be filed with the Town Clerk prior to the event date.

Responsible party shall arrange for sufficient sanitary bathroom facilities to be on site to handle event activities.

No fires, open grills, or other hazardous conditions shall be permitted, except in designated areas. (No grilling under pavilion).

Proper supervision shall be provided of all persons on the premises to protect them from any damages or injuries.

No illegal materials may be brought on the premises nor may the responsible party or organization engage in any illegal activities. Town reserves the right to remove, or have removed, from the premises anyone, or any organization, in violation of this provision.