

AGREEMENT FOR USE OF THE  
TOWN OF WEST POINT TOWN HALL  
AND/ OR PARK PAVILION  
608-592-7059

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ herein after referred to as “User”, and the Town of West Point herein after referred as “Town”.

WHEREAS, the Town is the owner of a town hall and park pavilion located at N2114 Rausch Road (hereinafter the “Town Hall” and “Park Pavilion”); and

WHEREAS, the Town Board has approved use of the Town Hall and Park Pavilion by residents of the Town and

WHEREAS, the User desires to temporarily use the Town Hall and/or Park Pavilion pursuant to the terms and conditions contained herein;

WHEREAS the use of the Town Hall and/or Park Pavilion may be rented separately on the same date only if there is adequate parking for the two events. This decision is based solely on the Town Clerk’s discretion.

The user and the Town do hereby mutually agree as follows:

I

- A. The User hereby agrees to use the Town Hall on the dates and at the times specified herein for the purpose of:

\_\_\_\_\_

- B. The User shall be allowed to the Town Hall on the date of \_\_\_\_/\_\_\_\_/\_\_\_\_, from:\_\_\_\_\_ AM PM to \_\_\_\_\_ AM PM (Circle)(not later than 11:00 p.m.)

- C. The User hereby agrees to use the Park Pavilion on the dates and at the times specified herein for the purpose of:

\_\_\_\_\_

- D. The User shall be allowed to the Park Pavilion on the date of \_\_\_\_/\_\_\_\_/\_\_\_\_, from:\_\_\_\_\_ AM PM to \_\_\_\_\_ AM PM (Circle) (not later than 10:00 p.m.)

II

- A. The Town reserves the right to terminate this agreement for the time and date specified in Section I of this Agreement if the Town Hall is subsequently determined to be needed for Town purposes. Such cancellation shall be given in writing.
- B. User agrees to pay the Town a non-refundable rental fee of \$150.00 at the time of the execution of this Agreement for the Town Hall. User agrees to pay the Town a non-refundable rental fee of \$75.00 for the Park Pavilion or an additional \$50.00 if renting the Pavilion in conjunction with the Town Hall at the time of the execution of this Agreement.
- C. User agrees to pay the Town a refundable damage deposit of \$250.00 for the Town Hall and \$25.00 for the Park Pavilion at the time of the execution of this Agreement. The damage deposit shall be returned when the Town Hall key is returned, nothing is damaged, and if the clean-standards established in paragraph D are satisfied.
- D. User agrees to leave the Town Hall room clean and Park Pavilion in the same condition as existed prior to the User's use of the Town Hall and Park Pavilion and to remove all garbage (**including bathrooms**) produced by the User after each use. A carry-in/carry-out garbage policy is in effect and the User shall be responsible for taking out and appropriately disposing of all garbage and recyclables off the Town Hall site. In the event this requirement is not satisfied, User shall forfeit the damage deposit and User agrees to reimburse the Town for all additional charges over and above the damage deposit for custodial and/or garbage removal incurred by the Town within five (5) days of invoicing.
- E. The User agrees not to open the double doors that lead to the office spaces and the closet closest to the parking lot, if these are opened it will be cause for automatic loss of the damage deposit.
- F. User agrees to be responsible for the supervision, management, and control of the activity or event which is the subject of this Agreement.
- G. The User hereby certifies that he/she is currently a resident of the Town.
- H. The Town Hall cannot be used for bachelor or bachelorette parties.
- I. There can be **NO KEG BEER** set up in the Town Hall and no nailing or taping shall be permitted on the walls or ceiling. Keg beer is allowed in the Park Pavilion,
- J. User must vacate the Town Hall at the time specified in Section I, but no later than 11:00 p.m. User must vacate the Park Pavilion at the time specified in Section I, but no later than 10:00 p.m.

K. User agrees to be responsible for the careful use of the Town Hall or Park Pavilion and equipment and hereby agree to be liable for any and all damage to the Town Hall and equipment arising from or incidental to the use of the Town Hall.

L. In the event of a breach of the terms and conditions of this Agreement by User, in addition to any other rights or remedies of which the Town may be entitled, User shall be obligated to pay all the Town's costs and expenses associated with the enforcement of this Agreement, including reasonable attorney fees, whether incurred prior to or after commencement of a lawsuit.

III

A. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, understandings and negotiations.

B. This Agreement shall be interpreted under the laws of the State of Wisconsin.

C. In the event that any provision of this Agreement is deemed to be invalid, such invalidity shall not affect the enforceability of any other term or provision. If any provision is deemed invalid due to scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

D. This Agreement is not assignable without the express written consent of the Town.

E. Time is of the essence with respect to all terms of which time is a factor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**Town of West Point**

By: \_\_\_\_\_  
608-592-7059

**User**

By: \_\_\_\_\_

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

City: \_\_\_\_\_

Phone: \_\_\_\_\_

2<sup>nd</sup> Contact: \_\_\_\_\_

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

City: \_\_\_\_\_

Phone: \_\_\_\_\_

**\*Masks and Social Distancing  
is encouraged of people in attendance.**

**\*\* Only 4 people are allowed in the  
Town Hall at a time.**

Rental Fee Paid \_\_\_\_\_ Checks # \_\_\_\_\_

Damage Deposit \_\_\_\_\_ Check # \_\_\_\_\_