

FACILITY RENTAL CONTRACT

The City of Manitowoc Parks Division, 900 Quay St., hereby grants the above named individual or organization permission to use the facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

CONDITIONS OF USE:

1. **LIABILITY:** The City shall not be liable for any injuries, deaths, or property damage arising out of the use by the Licensee of the rented facilities and equipment, and the Licensee agrees to indemnify and hold the City harmless. The City reserves the right to require a Certificate of Insurance with the City listed as an additional insured. The City reserves the right to set coverage limits on said Certificate of Insurance.
2. **PURPOSE & CAPACITY LIMITATIONS:** The Licensee may use the premises rented hereunder for the purpose listed above and none other. No admission fee, donation, contribution, or other charge shall be collected or be permitted to be collected by the Licensee for any reason, unless prior approval has been secured in writing from the Public Infrastructure Committee. The Licensee hereby agrees that the number of persons on the rented premises during the rental period shall not exceed the stated and posted facility capacity.
3. **RENTAL BOOKING PERIOD & FEES:** Facility and equipment rental bookings must be made at least seven (7) days in advance and no earlier than one (1) year in advance. Facility and equipment rental fees are subject to change at any time. All rentals will be subject to the revised facility and equipment rental fee structure, even if reserved prior to the revision. **ENTRY PRIOR TO THE SCHEDULED BOOKING TIME IS NOT PERMITTED.**
4. **SECURITY DEPOSIT:** A security deposit will be collected for each rental of a cabin, fieldhouse, or concession stand. The amount of the security deposit is subject to change without notice. After all facility keys have been returned and the facility has been satisfactorily inspected for cleanliness and damages, security deposits will be refunded. Deposits paid by credit card will be refunded back onto the credit card, whenever possible. Security deposits paid by cash or check will be refunded by check within 30 days after the facility or equipment rental. Deposits originally paid by check will not be refunded until a minimum of 10 days has passed.
5. **DECORATIONS & CLEAN-UP:** The Licensee shall not alter, in any way, the interior or exterior of any facility without written approval of the Operations Manager or his/her designee. **GLITTER, CONFETTI, AND PIÑATAS ARE PROHIBITED INSIDE THE BUILDING. THE USE OF STAPLES, NAILS, TACKS, GLUE AND OTHER DAMAGING ITEMS TO SECURE DECORATIONS IS PROHIBITED.** Tables and chairs must be put back in their original storage or set-up positions. It shall be the responsibility of the Licensee to keep the premises, including but not limited to counters, floors, tables, and equipment/appliances, clean and free of debris and restore them to their pre-

- booking condition. Trash must be picked up, tied in bags, and deposited in the appropriate containers inside or near the facility. Doors and windows must be securely closed and locked at the completion of the booking. Stove and water faucets must be turned off. The Licensee shall forfeit the security deposit and may be required to pay additional costs for damages or extra staff time required to clean and restore the facilities. This amount will be determined on a cost recovery basis. Snow shoveling is the responsibility of the renters. A shovel is provided in the cabins and fieldhouses.
6. **KEYS:** Cabin, fieldhouse, and concession stand rentals require the Licensee have a key to gain entry to the facility. **THE LICENSEE IS RESPONSIBLE FOR PICKING UP THE NECESSARY KEY(S) AT THE PARKS DIVISION, 900 QUAY ST., DURING NORMAL BUSINESS HOURS, MONDAY THROUGH THURSDAY 7:30 AM TO 5:00 PM & FRIDAY 7:30 AM TO 11:30 AM (EXCLUDING MAJOR HOLIDAYS) ONE OR TWO BUSINESS DAYS PRIOR TO THE FACILITY RENTAL. THE INDIVIDUAL PICKING UP THE KEY MUST BE AUTHORIZED ON THE FACILITY RENTAL CONTRACT AND SHOW IDENTIFICATION TO PICK UP THE KEYS. ALL FACILITY KEYS MUST BE RETURNED BY THE SECOND BUSINESS DAY FOLLOWING THE RENTAL UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE. KEYS NOT RETURNED WITHIN FIVE BUSINESS DAYS FOLLOWING THE RENTAL WILL RESULT IN FORFEITURE OF THE SECURITY DEPOSIT. KEYS MAY BE DROPPED OFF IN THE DROP BOX ON THE SOUTHWEST SIDE OF THE CITY HALL BUILDING.** If a key is lost, stolen, or not surrendered when requested, a charge that reflects the cost of changing any and all locks may be assessed. This may result in forfeiture of any facility deposit plus additional charges if the costs exceed the security deposit. A minimum charge of \$150.00 for re-keying costs will apply. Charges could be higher based on actual costs.
 7. **PERMIT/LICENSES:** It shall be the responsibility of the Licensee to obtain all necessary permits or licenses required for the activity and to abide by all federal, state, and local laws, ordinances, and resolutions. These may include but are not limited to food preparation, alcohol or sellers permits.
 8. **LOUD NOISE LIMITATIONS:** Please keep the volume of public address systems or loudspeakers confined to the immediate area of the participating group. The Police Department has the authority to order a reduction in the volume whenever it becomes a nuisance because of the volume or method in which it is being operated. Waivers of the noise ordinance may be granted by the Public Infrastructure Committee.
 9. **SMOKING & ALCOHOL LIMITATIONS: SMOKING IS PROHIBITED IN ALL CITY-OWNED INDOOR FACILITIES.** All applicable laws governing the distribution and consumption of alcoholic beverages must be adhered to. According to the municipal code: “No person shall possess or consume alcoholic beverages, wine, or fermented malt beverages in Washington Park, Union Park, Riverview Park, Pulaski Park, Lincolnshire Park, Schuette’s Park, Custerdale Playground, Union Park Playground, Mariner’s Landing or Municipal Athletic Field, except where the person has obtained possession of fermented malt

beverages from the holder of a Class “B” license authorizing the sale of such beverages at such park. This prohibition shall extend to sidewalks in and immediately adjacent to the parks listed above, except that it shall not be a violation of this section if any person possesses wine or alcoholic beverages on such sidewalks in the original, unopened containers.”

10. **COLLECTION OF MONEY:** No admission fees, donations, or contributions or other fare shall be collected or be permitted to be collected by the renter, unless prior approval has been secured in writing from the Public Infrastructure Committee.
11. **AUTHORIZED ACCESS TO PREMISES:** The Licensee shall grant that any officer of the law and/or employee of the City of Manitowoc have right to enter the rented premises at any time.
12. **CANCELLATIONS:** A CANCELLATION FEE OF \$30.00 WILL BE CHARGED FOR ALL CANCELLATIONS. Any costs incurred by the City for delivery and pickup of rental items, such as extra tables, or any other special costs incurred for the rental will be deducted prior to issuing a refund.
13. **LOST & FOUND ARTICLES:** The City of Manitowoc is not responsible for personal belongings left, lost, or stolen on the rental premises. Please call the Parks Office at 920-686-3580 for lost and found inquiries.
14. **PROBLEMS/ISSUES WITH FACILITY:** For problems with the facility or issues with cleanliness (outside of regular office hours), call the On-Call Person for the Parks Division at (920) 323-0850 PRIOR TO YOUR USE OF THE FACILITY. If no answer, call the Police Department Joint Dispatch Center at 920-683-4470.
15. **MASK REQUIREMENT:** When mandated by the Governor Wisconsin, City of Manitowoc Common Council and/or Mayor of the City of Manitowoc, face masks are required whenever inside a city facility, including rented facilities.
16. **VIOLATIONS & CONDITIONS OF USE:** Violation of any of the above Conditions of Use may result in forfeiture of the security deposit and/or penalty fees of up to \$200.00 for each infraction. These fees shall be cumulative.

METROSTAGE WAIVER:

USE OF FACILITY:

1. The use of the Metrostage (band shell) is not allowed without prior approval of the Manitowoc Parks and/or Recreation Divisions.
2. Only officially approved vehicles are allowed within the park. A list of vehicles for entry into the park must accompany the request for the use of the facility.

RESPONSIBILITY OF USER:

1. The user will furnish all personnel and equipment necessary to run the event.
2. The user is responsible to notify participants, spectators, and staff associated with the event of department policies and regulations.
3. The user agrees to provide the City with a Certificate of Liability Insurance in an amount to be determined by the City Attorney’s Office.

4. No changes in the physical appearance of the area shall take place without prior approval of the Operations Manager.
5. It shall be the responsibility of the renter to maintain the area, including restrooms, throughout the event and to restore all areas and facilities to the condition they were in prior to the event. The renter agrees to pay additional fees for damages or extra time required to clean and restore the facility. This amount will be determined by the Parks Division.
6. It shall be the responsibility of the renter to control spectators, vehicles, and all situations involved with the event. If necessary, additional police staff may be required.
7. It is the responsibility of the user to abide by the noise ordinance and to have the premises vacated by 11:00 PM each evening during the term of the request, unless a waiver has been received by the Public Infrastructure Committee. For cabins and fieldhouses only, events may take place **INSIDE** the facility until midnight. At midnight, the event must end, and renters and a limited number of helpers are allowed to remain inside the facility until 2 a.m. for cleaning purposes only.

FEES & CHARGES

The Metrostage is rented on a per day basis. Equipment, such as additional park benches or picnic tables, may be rented from the Parks Division for an additional fee.

Groups or individuals requesting special consideration for a waiver of all or partial fees ordinarily charged to groups for use of City-owned facilities or equipment must complete a Waiver of Fees Request Form completely, at least 60 days in advance of the event. The request will be reviewed by the Public Infrastructure Committee.

The undersigned has read and on behalf of the Licensee agrees to be bound by this permit/license and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this permit/license on behalf of the Licensee and has sufficient power, authority, and capacity to bind the Licensee with his/her signature.

Disclaimer

This includes the reserved facility only, unless otherwise specified. It does not include any adjacent facilities, such as but not limited to ball diamonds, tennis courts, open air shelters, concession stands, etc.

Checklist item

The Hold Harmless Form

FACILITY RENTALS: The undersigned agrees to hold the City harmless for any and all damage, claims or personal injury claims occurring during the term of this contract. It is further agreed that all property of any kind brought on the premises shall be at the sole risk of the undersigned and that the City shall not be liable for any injury, loss, or damage to said property or injury to any person on the premises. The undersigned agrees to be responsible for any damage caused to said building, property or equipment by mischief or negligence.

PROGRAMS/ACTIVITIES: In consideration for being granted permission to participate in the above program/activity in the City of Manitowoc, Manitowoc, Wisconsin, I, the undersigned, in full recognition and appreciation of any dangers and hazards inherent in the activities to which I will be exposed as a program/activity participant, do hereby voluntarily agree to assume all of the risk and responsibilities surrounding my participation, and further, I do for myself, my heirs, and personal representative(s) hereby agree to defend, hold harmless, indemnify, release and forever discharge the City of Manitowoc, its affiliated, officers, officials, departments, committees, employees, agents, representatives, successors, assigns and volunteers from and against any and all claims, demands, actions or causes of actions of any sort on account of my participation, including but not limited to damage to personal property, personal injury, or death which may result. I further understand that any costs incurred for medical treatment or illness or injury resulting from participation shall be my sole responsibility.

I, the undersigned, agree and intend that this Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement extends to all acts or otherwise and is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin in which the activities are being conducted and that if any portion thereof is held to be invalid, it is agreed that the balance, notwithstanding, shall continue in full legal force and effect.

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT, AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND INTEND BY MY SIGNATURE(S) TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.