

**TOWN OF DAY
TOWN HALL RENTAL AGREEMENT**

1. Parties

The parties to this agreement are The Town of Day, hereinafter called "landlord," and _____, hereinafter called "tenant."

2. Property

Landlord hereby lets the following property to tenant for the term of this agreement: (a) the real property known as: Town Hall and listed inventory. And (b) the following furniture and appliances on said property: kitchen and facilities; tables and chairs; restroom facilities and grounds.

3. Term

This agreement shall run twenty-four (24) hours, beginning on: _____ ending on: _____

4. Rent

The rental for said property shall be \$150.00 for Town of Day residents and \$200.00 for Non-Residents, for each twenty-four (24) hour period due and payable within thirty days of scheduled rental and is not refundable.

5. Utilities

Landlord agrees to furnish the following services and/or utilities: (x) electricity, (x) gas, (x) bathroom supplies, (x) water.

6. Deposits

The tenant will pay the following deposits and/or fees: \$200.00. This amount will be refunded following the next scheduled Town Board Meeting. Charges for damages beyond normal wear and tear, and costs for reasonable cleaning may be deducted.

7. Assignments

Tenant shall not lease, sublease or assign the premises to others.

In Addition

8. Tenant agrees to occupy the premises and shall keep same in good condition, reasonable wear and tear excepted and shall not make any alterations thereon without the written consent of the landlord. "Poster Putty" is the only authorized item for placement of items on walls. Nails, tape, glue, screws, pins and all such items are prohibited.

9. Signed agreement must be submitted with deposit and rent fee in order to reserve requested date. Check in the amount of \$350.00 for residents or \$400.00 for non-residents will be deposited upon receipt.

10. Tenant agrees to use the premises in such a manner as to not disturb the peace and quiet of the community. Tenant further agrees not to conduct business or commercial activities on the premises without authorization of town board.

11. Tenant shall, upon termination of this agreement, vacate and return dwelling in the same condition that it was received, less reasonable wear and tear.

12. In a dispute between landlord and tenant which gives rise to any action in court, the losing party will pay the court costs and reasonable attorney fees of the successful party.

13. Trash removal from the Town of Day property is the responsibility of the tenant. The Town of Day supplies three 13-gallon trash cans (one in each bathroom and one in the kitchen) along with three 33-gallon trash cans for garbage and recycling. The town will provide 2 garbage bags for each garbage can and any need for more will need to be provided by the tenant with the intention that each garbage will have an empty bag at the conclusion of the rental function. If trash is left behind or if the trash is disposed of in the Lion's dumpster there will be \$100.00 fee.

14. Tenant assumes responsibility and complete liability for any and all use of alcohol on the premises during the length of this agreement.

15. Tenant is responsible for the setup and takedown of all tables and chairs used during the term of this Agreement. All tables and chairs must remain in the Town Hall building and, following use, must be returned to the designated storage room.

16. If for any reason other than an electrical or plumbing issue, Tenant contacts the Town's Authorized Representative, Officer or Employee during the term of this rental agreement, and the Representative, Officer or Employee must travel to the Town Hall to assist the Tenant an additional \$50 will be deducted from their deposit monies.

17. If the Tenant allows any vehicle to pass upon, drive or park on any portion of the lawn area of the Town Hall, a service fee of \$200 (your entire deposit) will be forfeited for the damage.

18. A cancellation fee of \$50.00, will be imposed if the Tenant cancels within 30 days of the reserved date.

19. To the fullest extent permitted by Wisconsin law, Renter shall indemnify and hold harmless the Town of Day, Marathon County, Wisconsin, and its officers, employees, agents, and volunteers from claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising from Renter's use of the Town Hall or from the acts or omissions of Renter and Renter's officers, employees, contractors, vendors, volunteers, invitees, participants, and guests.

Nothing in this agreement shall waive any immunity, limitation of liability, defense, right, or protection available to the Town under Wisconsin law.

20. Additional terms:

We, the undersigned, agree to this Rental Agreement:

Landlord:

X _____

Authorized representative-Town of Day

Date: _____

Tenant:

Print Name _____

X _____

Signature

Date: _____

_____ Town of Day Resident

_____ Non-Town of Day Resident

Tenant Address:

Tenant Telephone Number:

**Return signed contract and deposit to:
Town of Day, 122518 County Road C, Stratford, WI 54484**