



**TWO
RIVERS**
WISCONSIN

PARKS AND RECREATION

1520 17th Street
P.O. BOX 87
Two Rivers, WI 54241-0087



Facility Use Agreement

Name: _____ Date of Rental: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Date of Birth: _____

E-mail: _____

Type of Event: _____ Start Time (Including Set-up): _____ End Time (Including Clean-up): _____

Estimated Number Attending: _____ Number of Tables: _____ Number of Chairs: _____

Will you have amplified sound? (DJ, Band, etc.) ☐ Yes ☐ No - If yes, please specify: _____

Would you like City Set Up? (Additional \$40.00) ☐ Yes ☐ No (if you do not choose to have City Set Up – YOU ARE REQUIRED TO SET UP THE TABLES AND CHAIRS, WIPE THEM DOWN AFTER USE, & PUT THEM AWAY.)

Will you be serving alcohol? ☐ Yes ☐ No

Will you be selling alcohol? (Permit needed) ☐ Yes ☐ No

Facility Requested:

☐ **Behringer Room with Warming Kitchen**

- ☐ Resident: \$20.00/hour
- ☐ Non-Resident: \$27.00/hour

☐ **Senior Center Library**

- ☐ Resident: \$12.00/hour
- ☐ Non-Resident: \$18.00/hour

☐ **Koska Room**

- ☐ Resident: \$17.00/hour
- ☐ Non-Resident: \$24.00/hour

☐ **Warming Kitchen Only**

- ☐ Resident: \$12.00/hour
- ☐ Non-Resident: \$18.00/hour

☐ **Gymnasium with Fireplace Lobby**

- ☐ Resident: \$22.00/hour
- ☐ Non-Resident: \$32.00/hour

☐ **Licensed Senior Center Kitchen Only**

- ☐ Resident: \$20.00/hour
- ☐ Non-Resident: \$27.00/hour

OFFICE USE ONLY

Signature of Parks & Recreation Clerk: _____ Date: _____

Use Fee: _____ + Extras: _____ + Tax: _____ + Credit Card Fee: _____ = TOTAL: _____



www.two-rivers.org



920.793.5592

I understand and agree to the following:

Late Check-Out/Early Check-in Fee: In cases where guests exceed the scheduled check-out/in time, a fee will be charged. The early/late check-out fee is \$75. Additionally, you will be billed at the regular rate for each additional hour used, with a minimum charge of 1 hour.

Use of Premises. On the terms and conditions of this Agreement, the Rental Party acknowledges that Two Rivers Parks & Recreation programmatic functions have priority use of the Premises and that it might become necessary for Two Rivers Parks & Recreation to utilize the Licensed Facilities during the Use Period (as defined below). In such an event, Two Rivers Parks & Recreation will provide advance notice to the Rental Party and will attempt to make reasonable accommodations for Rental Party to have access to comparable space at the Premises during the Use Period. If no comparable space is available or if Rental Party does not wish to use such alternate space, Two Rivers Parks & Recreation will refund any security deposit and full payment to Rental Party.

Term. This Agreement is effective from the date above and Rental Party may use the Licensed Facilities during the period only. This Agreement shall expire at the end of the Use Period.

Cancellations. I understand and agree that refund requests received in writing (30) full days prior to the reservation date will receive a refund minus a \$15.00 administrative fee. Less than (30) full days notice prior to the reservation date **will not** be refunded. No refunds given for circumstances beyond the control of the Parks and Recreation Department (i.e. weather). Costs incurred by the City for delivery and pick up of rental items such as linens or any other special request items for the rental will be deducted prior to issuing a refund. My signature and/or payment indicates my agreement with these terms.

End of Use Period. At the end of the Use Period, Rental Party shall be liable to Two Rivers Parks & Recreation for any repair or replacements necessary to return the Licensed Facilities to good order and condition (reasonable wear and tear expected)

Use Fees. The Rental Party agrees to pay Two Rivers Parks and Recreation the full amount, up front to hold the Use Period and Facility. Fee payments can be made by cash, check, or credit (3% convenience fee applies to credit/debit transactions).

Add Ons: No add-ons will be permitted on the day of the event. All additional requests must be submitted in advance through the recreation desk. Examples include extra time, volleyball net, games/nerf packages, etc.

Damages: I understand the conditions of this application and agree to pay for any damage arising from use of this City facility. The individual or group agrees to be responsible for any damage caused to the event venue or its property during the rental. Any damage will be assessed by the City and the cost of repair or replacement will be invoiced to the individual or group. The individual or group agrees to pay for any damage within 30 days of receiving the invoice. If damage occurs during the event, the individual or group must notify the City immediately. The City will assess the damage and provide an estimate of the repair or replacement cost within a reasonable time frame. The individual or group agrees to cooperate fully with the City to resolve any damage claims. If the individual or group fails to pay for damages within 30 days of receiving the invoice, the City may refuse to allow the individual or group to book any future events until the damages are paid in full. My signature and/or payment indicates my agreement with these terms.

Clean-up Policy: Groups over 100 are required to purchase a dumpster for their event. Renters are responsible for cleaning up after themselves. This includes, but is not limited to, wiping down tables, sweeping floors, and ensuring the space is left in its original condition. If staff cleaning is required, a \$40 cleaning fee will be assessed. No glitter, confetti balloons, or confetti of any kind is allowed.

Indemnification by User Group. The Rental Party agrees to indemnify Two Rivers Parks and Recreation from any third-party claims of damage to any person or property caused by any breach of this Agreement by Rental Party or by any act, omission, or neglect of Rental Party and any of its employees, agents, or invitees. Two Rivers Parks and Recreation shall not be liable to Rental Party or to any other person for any damage to any person or property caused by any act, omission, or neglect of any employee, agent, or invitee of Rental Party. This provision shall survive termination or expiration of this Agreement.

Relationship of Two Rivers Parks and Recreation and User Group. Neither party to this Agreement and none of the employees, representatives, agents, or independent contractors of a party shall be considered an employee, representative, or agent of the other party for any purpose whatsoever. Nothing contained in this Agreement shall be construed or interpreted as creating an agency, partnership, or joint venture relationship between the parties. Neither party shall use any trademark, service mark or trade name of the other party, nor shall either party hold itself out as having any business affiliation with the other party, without having specific written agreement from the other party.

Entire Agreement. This Agreement contains all the agreements and understandings made between the parties with respect to use of the Licensed Facilities and may only be modified in a writing signed by any authorized representative of Two Rivers Parks and Recreation and Rental Party. If any provision of this Agreement shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. The titles and article headings are inserted only for convenience and are not to be construed as part of this Agreement.

Signature of Renter

X _____ Date: _____