

2019 City of Bayfield Lakeside Pavilion Rental Agreement

P.O. Box 1170, Bayfield, WI 54814

715-779-5712

CONTACT NAME: _____ E-MAIL ADDRESS: _____
PHONE: _____ EVENT: _____
ADDRESS: _____ EVENT DATE: _____
CITY/STATE/ ZIP: _____ GUEST COUNT: _____
PRIVATE: ___ OR NON-PROFIT/EXEMPT: ___ CES# _____ (MUST PROVIDE)

DAILY RATE SCHEDULE:

Weekday Rates - Monday thru Thursday		Weekend Rates - Friday thru Sunday & Holidays	
Private	\$750.00 + \$41.25 Tax	Private	\$1375.00 + \$76.63 Tax
Non-Profit/Tax Exempt	\$250.00	Non-Profit/Exempt	\$ 500.00
Resident (School Dist.)	\$400.00 + \$22.00Tax	Resident (School Dist.)	\$ 850.00 + \$46.75 Tax
		Special	\$ 350.00 + \$19.25 Tax (noon on Friday preceding Sat. Rental)

CLEANING/DAMAGE/RESERVATION DEPOSIT (in addition to rental rate):

The deposit of **\$250.00** must be received within **10 days of making the reservation**. It may be used to hold your reservation and to cover damages and cleaning as specified in the contract. If the above described deposit does not cover the total expenses caused by your party, you are responsible for paying the total additional amount as billed by the City. In addition, the **deposit will automatically be forfeited if the total rental fee has not been received by the City a minimum of 60 days prior to the rental, and the City will no longer reserve the rental date**. Finally, if no expenses have been assessed to you, your deposit will be returned in full.

CANCELLATION POLICY:

Weekday Rental - 90 days prior to event or total deposit will be forfeited.

Weekend Rental - 9 months prior to event or total deposit will be forfeited.

RENTAL FEE: The total rental fee must be paid in full a **minimum of 60 days prior to the rental date**.

CLEANING DUTIES: Cleanup must be done, as specified by 9:00 a.m. the next day or the cleaning deposit is forfeited. Tables and chairs must be cleaned and folded and placed back on racks. The interior floor and restrooms must be swept and all decorations and garbage must be picked up inside and outside of the pavilion, the kitchen area must also be swept and the counters and stove cleaned of all debris. Garbage must be bagged and placed by the entry doors; the City will be responsible for hauling garbage. In addition, all food and beverages must be removed from the refrigerator. All items you brought or had catered in must be removed from the premise. We are not responsible for any property not removed from the facility.

RENTAL PERIOD: The rental period begins at 10:00 a.m. on the rental day until 9:00 a.m. the next morning. Exception: special Friday preceding event rental begins at noon. Periods in excess will result in renter being charged for an additional day. If additional rental time is desired, the renter should inquire with the City about available options and rates. If found using the Pavilion without making prior arrangements with the City, you will be charged \$100.00 per hour for the usage.

SETUP & DECORATING: You are responsible for all setup and decorating. No tape on floors. Candles are not allowed unless placed in an enclosed candle holder. You will be charged for large/deep scratches on the wooden floor. Renter is responsible for all removal of decorations. We do not allow the use of wish lanterns or fireworks from the Pavilion deck or adjacent dock.

EQUIPMENT: No equipment is allowed to leave the building for any reason. This includes tables, chairs, cleaning tools and products, and kitchen ware. White lights are provided in the rafters and may not be moved or taken down. Any changes made to them may result in a fee being assessed to you.

KEYS: A key to the Pavilion must be picked up at the Bayfield City Hall on the weekday of or Friday if your rental is on a weekend. The City Hall office hours are from 8 a.m. to 4 p.m. You must return the key(s) to City Hall promptly once your rental is over. For your convenience, the keys may be dropped in the Drop Box located outside City Hall. All keys must be returned or you will be charged \$250.00 so that we may re-key all locks.

ALCOHOL: Users are allowed to bring in alcohol, however **absolutely no alcohol can be sold.** User is responsible for all guests. For some non-profit/civic groups a Temporary License may be obtained from the City. These Temporary Licenses allow for the sales of beer and wine (no hard liquor). Please call the City if you have any questions regarding alcohol.

NOISE: According to Section 284-7, the City of Bayfield is requesting you to discontinue any continuous sources of sound that exceed 55 decibels (no amplified noise) by 10 p.m. on weekdays and by midnight on weekends. All parties must end by 1a.m.

RECYCLING: The City of Bayfield is an eco-municipality and the use of paper and plastic products are strongly discouraged, unless they are biodegradable or recyclable. All users must use the recycling/refuse containers provided.

My signature signifies that I have read this agreement and will fulfill its provisions:

Name: _____ **Date:** _____

CITY OF BAYFIELD OFFICE USE ONLY

RENTAL DATE(S): _____

DEPOSIT/DAMAGE FEE DUE RECEIVED: Yes _____, No _____, FROM: _____

DEPOSIT: \$250.00 AMOUNT REFUNDED: _____

RENTAL FEE: \$ TO: _____

TAXES: \$ DATE: _____
(5½% - on rental fee only)

TOTAL DUE: \$ BY: _____

My signature signifies renter has paid required fees:

Name: _____ Date: _____

Release and Waiver of Liability and Indemnity Agreement

In CONSIDERATION of permission granted to the below named individual to rent the Bayfield Lakeside Pavilion for a function, I/We SHALL RELEASE, WAIVE, DISCHARGE AND COVENANT our names, NOT TO SUE the City of Bayfield, their agents and employees from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property resulting in the death of the person or any persons attending said function, whether caused by negligence to the City of Bayfield, its agents and employees or otherwise while the named person and persons attending said function while they occupy the municipal building.

I/We further agree to indemnify the City of Bayfield, their agents and employees from any and all liability, loss or damage including but not limited to bodily injury, illness, death or property damage which the City of Bayfield, their agents and employees become legally obligated to pay including reasonable attorney fees and costs, as a result of claims, demands, costs or judgements, against the City of Bayfield, their agents and employees on account of injury to the person or property or resulting in the death of the person or persons attending said function whether or not caused by the negligence of the City of Bayfield, their agents or employees and whether or not such liability is sole, joint or several.

I/We, the undersigned, have read this release and understand all its terms. I/We execute it voluntarily and with full knowledge of its significance. I/We have executed this release on this date indicated next to my/our names.

As concerns the use of municipal facilities by non-municipal organizations or individuals in City of Bayfield, Wisconsin.

The undersigned agrees to indemnify and hold harmless the City of Bayfield and its employees from any and all loss, cost (including attorney's fees), damages, expense and liability in connection with claims for property damage, bodily injury or death of any person which may arise out of the use of the subject facility.

Municipal Facility to be used: _____

Name of Organization, if applicable: _____

Name of Officer of Organization & Title or Name of Individual: _____

User Address: _____

City: _____ State: _____ Zip: _____

Signature: _____

Date: _____