

# BALL DIAMOND PAVILION RENTAL AGREEMENT

Rental Date: \_\_\_\_\_ Hours: \_\_\_\_\_  
Type of Event: \_\_\_\_\_ Approximate Number of Persons Attending: \_\_\_\_\_  
 Individual(s)       Club/Organization      Contact Person: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Address: \_\_\_\_\_  
 Check (# \_\_\_\_\_)       Cash Receipt (# \_\_\_\_\_)       Exempt

**Charges:** The rental charge will be \$ **50.00** and a security deposit of **\$50.00** is also required.

The rental date will not be confirmed until both the rental charge and the security deposit have been paid in full.

**General:** This agreement is between the Town of Amberg and (“renter”) for the use of the Amberg Ball Diamond Pavilion. The renter must be at least eighteen (18) years of age to rent the Pavilion and provide proper identification (driver’s license, etc.). ***The facility is available from 7:00 am to 11.00 p.m.*** Please schedule your hours of use with the Town’s designated representative. *If additional time is needed for set up before the event and take down after, arrangements must be made with the Town Representative ahead of time.* Town not for profit charitable, civic, and service groups are welcome to use the facility for club functions at no charge. A Pavilion Rental Permit must be completed to detail the days and times of use for the year. Terms of Rental and Clean Up requirements are to be followed. Meetings and special functions of the Town may pre-empt use of the facility.

If beer/wine is to be served the renter shall designate server(s)—**NO SELF SERVICE** and the Server(s) shall not consume alcoholic beverages during the event. Alcoholic beverages are **not** to be consumed off the premise. *Use of Alcoholic beverages shall conform to all rules and regulations of the Wisconsin State Liquor Control Board.* It is also the responsibility of the renting party to serve coffee, food and/or snacks at least one (1) hours prior to event end, and provide a designated driver for those in need at the end of the functions. If beer/wine is to be **sold**, a 1 day-class “B” liquor license must be obtained from the Town of Amberg Clerk in addition to following the above rules.

## Facility Use:

**Cleaning:** The renter is responsible for the cleaning of all areas of the Pavilion used after the function ends. In the kitchen area: the dishes and utensils will be washed, dried, and stored away; sinks, counter tops and appliances shall be left in clean condition; hard surfaced floors shall be swept; and, trash shall be bagged and placed in the cage. The cleaning must occur before the renter leaves unless other arrangements have been made.

## ***No campfires allowed on Town property!***

The security deposit will be returned only after the building and its contents and grounds have been inspected by the Town of Amberg designated representative. If any additional cleaning, repair, or replacement of Pavilion property is required, the security deposit will be withheld. If the security deposit will not cover the additional work or costs involved, then the renter remains responsible for the additional expenses.

**Cancellation:** If the renter notifies the Town of Amberg Chairman or his/her designated representative in person, by mail, e-mail, or by phone at least seven (7) calendar days before the rental date that the renter is canceling, the renter will receive a full refund. A message left on an answering machine is not sufficient notice of cancellation. If a cancellation is made to the Town of Amberg Chairman or his/her designated representative in person, by mail, e-mail, or by phone less than seven (7) calendar days before the rental date, the \$50.00 security deposit may be retained by the Town of Amberg.

**Insurance:** The Town of Amberg may require proof of personal liability insurance from renters. A proof of insurance may be acquired from the renter's insurance agent at no cost.

If the renter is using a caterer to provide food and/or alcoholic beverages, the caterer must provide a certificate of insurance along with the renter's coverage.

This rental agreement may be amended by the Amberg Town Board or its designated representative to fit the particular needs of the rental party. **The Amberg Town Board and/or its designated representative reserve the right to refuse rental of this facility to any applicant.**

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Town of Amberg Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**HOLD HARMLESS AGREEMENT**

I [we] agree to indemnify and hold harmless the Town of Amberg against all loss and damage, including damage to person or property arising from any act of, or negligence of, mine [ours] or of any person acting on my [our] behalf while engaged in the performance of the above rental contract with the Town of Amberg, or while in or about the Ball Diamond Pavilion premises, or arising from accident or any injury not caused by an act of the Town of Amberg, its agents or employees, to anyone attending the event for which I [we] have rented the Amberg Ball Diamond Pavilion or arising from liens or claims resulting from the performance of this contract.

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Date