

Mormon Coulee Shelter House Agreement - Shelter **Enclosed**

I then undersigned am using the Mormon Coulee Park Shelter on _____

Deposit of \$100.00 for Enclosed Shelter, to be returned after your rental date if all is in the same conditions before your rental.

I. Maximum Capacities – The Mormon Coulee Park Shelter #1 will be described as Shelter #1; **with a seating capacity of 60 people.**

II. - Smoking - The Shelter #1 is a non-smoking facility. The party renting the facility will make efforts to assure that this prohibition is enforced at their event. The renter's janitorial/damage deposit will not be returned if it can be demonstrated that smoking occurred in the Shelter.

III. - Alcohol - Alcohol is permitted at Shelter #1 under specific conditions. The renter is required to consult directly with the Township Clerk to fully understand the process associated with such use. Depending on circumstances, a temporary liquor license may be required and that process can take up to 45 days.

It shall be the renter's responsibility (along with the alcohol vendor) to assure that no person under legal age consumes alcoholic beverages and to otherwise guarantee that all laws of the State of Wisconsin and ordinances of the Township relative to alcohol use are adhered to.

IV. Illegal Activities/Disorderly Participants - Illegal activities of any sort are not permitted in Shelter # 1 or on its grounds and the renter is responsible for reporting any such situations to the proper legal authorities (Shelby Police Department). The renter will also rely on the Shelby Police Department to deal with disorderly participants and those who may be putting the public at risk.

V. 10:00 p.m. "Curfew" - All events at Shelter # 1 must be concluded by 10:00 p.m. although cleaning of the facility may continue beyond that hour. Any extension of activities beyond 10:00 p.m. must be approved by the Township Board of Supervisors two weeks previous to the event itself.

VI. Animals - With the exception of trained and certified service dogs, animals are generally not allowed in the building. Events focused on animals or at which animals are an integral part of the event must be approved by the Township Board of Supervisors two weeks previous to

VII. Supervision of Youth Events focusing on those who are 17 years of age or younger must always and at all times, be supervised by an adult (18 years of age or older).

VIII. Damage to the Floors or Building- Renter should take reasonable precautions to assure that equipment, decorations, or activities associated with their event do not damage the facility or mar the floors. Rollerblades, roller skates, tricycles, or other wheeled vehicles which may mar the floors are not allowed except as static displays or for demonstrations.

IX. Decorations - The use of decorations by the renter is allowed. However, the nailing, screwing or stapling of decorations to the walls, bleachers, floors or other elements of the structure is prohibited. Tape or other adhesives which can be easily removed and leave only modest residue are allowed. The renter will be responsible cleaning any surfaces with residue and his/her Janitorial/ Damage deposit will be charged if Township personnel need to spend time doing this.

X. Rental Period - The guaranteed rental period shall be from 6:00 am on the first day of the rental to 6:00 am the morning following the final day of the rental. Understanding that this may be a problem for some whose utilizations require significant set up and tear down/cleanup time, extensions (at no cost) of this rental period may be made by the Park Board at their discretion. There is, however, no guarantee this extra time will

be available. Those who feel it is critical to guarantee that they have access early or for the day following their actual event should consider renting the facility for an additional day(s). There are significantly reduced rental rates for more than a single day's.

XL Canceling a Scheduled Event/Refund - If the renter cancels an event 30 days or more before the scheduled event, the renter will receive a full refund of both the Janitorial/Damage Deposit and Rental/Special Equipment Fees. Cancellation with less than 30 days' notice will result in the loss of the Rental Fee only.

XII. Events Canceled by Weather or other "Acts of God" relieve the renter of all financial obligations to the Township and their deposit and rental fees will be returned. Under such circumstances the Township assumes no responsibility for losses resulting from such cancellation. The Township reserves the right to cancel any event when it determines that there is imminent danger to the public/participants.

XIII. Liability - As a renter of Shelter # 1, the individual/ organization entering into this agreement understands and accepts that:

1. The Township is not liable for any lost or stolen property of the renter or participants at any event/activity at Shelter # 1.
2. Any individual, organization or group using Shelter # 1 will be held liable for any damages, injury, or legal action resulting from their use of the community center.
3. Use of Shelter # 1, its equipment, machinery, fixtures, and furniture shall always be at the risk of the participants in any given activity/event.
4. Notice of these assignments and declarations of liability must be provided to participants upon request.

XIV. Interpretation of Regulations and Policies

1. The Board of Supervisors, with input from the Parks Board, set regulations and policies for the community center. They delegate authority to the Administrator to interpret and enforce these.
2. Policies and procedures are reviewed periodically by the Parks Board and may be altered or added to without notice. If a signed rental agreement exists at the time of these changes any new policies and regulations still apply, but fees quoted at the time the rental agreement was signed will be honored.
3. The Township Board of Supervisors reserves the right to deny rental to any party/organization at the discretion of the Township.
4. Any situations not specifically covered in current policies will be reviewed and acted on by the Township at his/her discretion.

Reservation Process

1. All reservations are made on a first come, first served basis.
2. All reservations will be made and recorded at the Township Hall (2800 Ward Ave). Call 608-788-1032 for additional information.
3. All persons desiring to rent Shelter # 1 will be required to submit a completed and signed Rental Agreement (attached) which includes an assurance that the renter has read and understands the Statement of Policy (attached). Please Note: Your reservation is only truly secure when a fully executed Rental Agreement with a check for the Rental Fee, any Special Equipment fees and the Janitorial/ Damage Deposit is brought to the Township Offices.
4. Special note - Alcohol is permitted at Shelter # 1 under specific conditions. The renter is required to consult directly with the Township Clerk to fully understand the process associated with such use. Depending on circumstances, a temporary liquor license may be required and that process can take up to 45 days.

Cleanup Requirements Getting Your Full Janitorial/Damage Deposit Back

Rental fees are set with the assumption that the renter will do the vast majority of the post-event cleanup. The Janitorial/Damage Deposit is the Township's device to assure that the renter does this cleanup or, if not, that there will be money to pay a Township employee to do the cleanup, it also assures that the Township will have monies to cover any relatively small damages which may occur.

Some important points relative to this deposit:

- Assuming you have done adequate cleanup and not damaged anything, the Janitorial/ Damage Deposit will be returned using a Township check.
- This deposit does not limit the renter's exposure when it comes to damages. If damages (or cleaning) exceed this deposit, the Township will seek additional monies from the renter.

Use this checklist as your guide for the cleanup.

1. Sweep, dust, and damp mop (if needed) the floors wiping up any spills.
2. Pick up trash from floors, tables, and counters.
3. Damp wipe and dry all tables, counters and sinks used.
4. Reposition tables/chairs and other equipment to their regular positions using the Standard Room Configurations diagram which is posted in each room.
5. The Kitchen (if used) is to be cleaned and all utensils which were used washed, dried and returned to their designated storage areas. ALL food must be removed (no storage allowed).
6. All trash and garbage should be securely bagged and placed in the trash containers located outside the community center (south side).
7. Restrooms should be generally cleaned, trash picked up, floors swept and counters wiped down.
8. All decorations (inside and outside) must be removed.
9. Turn off all lights and lock all doors.

Locations for Cleaning Supplies

The Township does provide general cleaning supplies such as garbage bags, brooms, rags, mops, etc. Cleaning supplies for those using the Shelter are located in the Custodial Room; with additional supplies for the Kitchen under the sink. For those using rooms in the east end of the building, supplies are located in the custodial room by the bathrooms.