

# 2017

## City of Columbus Facility Rental & Use Agreement

<b>Name of User / Agent:</b>			
<b>Address:</b>		<b>Resident: Y / N</b>	
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>	
<b>Phone # (best) :</b>		<b>Phone # (secondary):</b>	
<b>Email:</b>			
<b>Facility Requesting:</b>		<b>Purpose:</b>	
<b>Date(s) Requesting:</b>		<b>Approved by:</b>	

### RESIDENT Rates are listed as “full day” rent

Building	Deposit	Rent Mon. – Thur.	Rent Fri. – Sun.
Pavilion	\$400.00	\$200.00	\$500.00
Rest Haven	\$50.00	\$75.00	\$100.00
Concession	\$50.00	\$50.00	\$60.00

### NON-RESIDENT Rates are listed as “full day” rent

Building	Deposit	Rent Mon. – Thur.	Rent Fri. – Sun.
Pavilion	\$600.00	\$400.00	\$1000.00
Rest Haven	\$100.00	\$125.00	\$150.00
Concession	\$100.00	\$75.00	\$100.00

### NON-PROFIT RESIDENT Rates are listed as “full day” rent

Building	Deposit	Rent Mon. – Thur.	Rent Fri. – Sun.
Pavilion	\$200.00	\$75.00	\$200.00
Rest Haven	\$50.00	\$50.00	\$75.00
Concession	\$50.00	\$25.00	\$50.00

### NON-PROFIT NON-RESIDENT Rates are listed as “full day” rent

Building	Deposit	Rent Mon. – Thur.	Rent Fri. – Sun.
Pavilion	\$300.00	\$100.00	\$225.00
Rest Haven	\$100.00	\$75.00	\$100.00
Concession	\$100.00	\$50.00	\$75.00

## RENTAL FEES

The City's park shelters and facilities are available for residents, non-resident, non-profit resident, and non-profit non-resident organizations. Rental fees are based on the type of rental and all fees are subject to sales tax. (See attached schedule of fees).

- Full day Rentals are considered from 7:00 a.m. to 1:00 a.m. (Monday – Sunday) regardless of what time the renter(s) arrive. Any part of the day is considered a full day rent.
- Specific half day rentals from either 7:00 a.m. to 3 p.m. or 4:00 p.m. to 1:00 a.m. are charged one half of a full day rental fee.
- Half day rental rates do not apply to other park shelters, concession stands, athletic fields or parks.
- Weekday rates are Monday through Thursday.
- Weekend rates are Friday, Saturday and Sunday.
- Holiday rates are the same as a weekend rate.
- Off season rates apply to months **January and February and March**. Off season rates equal a 20% discount on the current rate on the rental fee schedule.
- After inspection of the facility following a rental any costs associated with clean ups, repairs or other items associated with the rental/use will be deducted from the security deposit collected.
- **Smoking in or on any of the structures rented will result in a full forfeiture of any and all fees collected.**

## RESERVATIONS

Reservations are on a first come, first serve basis and are not considered complete until this agreement is signed and the deposit is paid in full. The security deposit must be paid in full when the agreement is signed to reserve the date. **Rental fees must be paid in full at least 30 days prior to the rental.** If the renter **cancels the rental less than 30** days prior to the event, the rental fee/sales tax, and security deposit will be forfeited. If the renter **cancels the rental less than 60** days prior to the event the security deposit will be forfeited and any rent payment collected will be returned.

- A. Use of the online service to pay for the rental fees may have a fee associated with that use. Any fee charged is the responsibility of the renter and will be deducted from the deposit amount paid.
- B. Rental fees are also charged sales tax over and above the fee itself.
- C. Security Deposits are not charged sales tax and will be refunded or a portion thereof to the renter. No second party refunds without a written request from the original renter.
- D. Resident vs Non-Resident. Residents are those who reside within the city limits of Columbus. Non-residents reside outside the city limits.
- E. Charitable, non-profit or church organizations that rent the facilities must provide proof that they are non-profit or charitable status in order to receive the reduced rental/deposit fees. **It does not, however, eliminate the requirement to pay sales tax on the rental fee paid.**
- F. Any rental which intends to use more than the facility named in this agreement must identify that need/use at the time this agreement is received. Depending on the use, need or circumstances the City Council may be involved in the approval process.

- G. Any large event that charges fees must be approved by the City Council before any rental agreement/agreement would be approved. Detailed use of the grounds, facilities, etc. must be outlined and provided along with this agreement.
- H. Proof of insurance will also be required for large events.
- I. The City reserves the right to decline any and/or all rentals of any/and or all city facilities to any party.
- J. The renter/user is responsible for any damages to any property in the rented area and/or any injuries which were sustained by any member(s) of the party/group during the gathering or as a result thereof.
- K. The City is not responsible for any damages to any person, personal items, personal items kept in the walk-in freezer, concession areas, park grounds or any other area within the park.
- L. Security deposits will be refunded within 30 business days if areas are left in a reasonable condition and the key(s) to the building are returned. **Failure to secure the rented facility after use will result in full forfeiture of security deposit.**

### **RULES AND CONDITIONS**

City Ordinance (Sec. 70-64) states the city parks are closed from 10pm to 6am. No person shall loiter in any city park during hours that the park is closed. The exemptions to ordinance are permits for special parks events approved by the Columbus Recreation Department and/or by the City Council for events requiring liquor license.

For special events in City Parks that have been permitted and allowed beyond the stated park hours (6 a.m. to 10 p.m.) renters are expected to remain in and around the specific facility that has been reserved for the event. Loitering around other parts of the park after hours is not permitted.

#### **Music and other noise must end at 12:00am. NO EXCEPTIONS.**

Music/Noise Volume: Users shall be mindful of the volume of noise created at their event. Excessive or disturbing noises emanating from the event may result in action taken by the City due to noise complaints (City Ordinance 38-106). This action may include a police officer responding to the event, shutting down the event and/or the issuance of a citation.

Users shall leave areas in clean condition, as determined by the park caretaker. All floors swept and mopped, bathrooms cleaned, and other used areas MUST be returned to clean conditions or renter will forfeit a portion or all of the deposit. Any tables, chairs or other furnishings that are moved must be returned to racks. Racks must be moved back to original location on the premises. Users shall complete all these tasks and remove all personal property, any rental equipment and trash prior to closing time of 1:00 am, (unless multi-day rental). **NO EXCEPTIONS.** Failure to properly clean facility will result in the loss of or partial loss of the security deposit. **Lost or stolen AED will result in total deposit loss, you will be charged for the current replacement cost.** Damages in costs that exceed the security deposit will be the responsibility of the renter and must be paid in full within 30 days after the rental. Any violation of this agreement is subject to loss of the full security deposit.

Users are responsible to know the type of tables/chairs currently in use at the Pavilion. Any additional rentals are at the cost of the user.

All recyclable materials must be removed from premise and recycled properly (no items left on grounds). All trash must be disposed of in the receptacle located outside the buildings.

Per state fire code: **AT NO TIME** during the rental of any facility shall any exits be blocked or obstructed; also, all exits must be kept unlocked during use.

***Keys to the buildings are available Monday through Friday between the hours of 7:00 a.m. and 3:30 p.m. at the Columbus Recreation Department / DPW located at 229 E School Street Columbus, WI 53925. To call and make arrangements for pick up please call (920)623-5936. Keys can be obtained 24 hours in advance of the rental and/or the last business day prior to rental.***

No helium balloons allowed inside buildings. No glass bottles allowed in buildings and on park grounds (Municipal Code Section 70-65).

Use of candles and open flame are also prohibited in any of the buildings. Any evidence of smoking in any of the buildings or on the balcony at the Pavilion will result in a forfeit of any fees paid for rent and deposit.

No items that will damage the walls or floors of the building rented can be used for displays. The use of nails, tacks, etc. are also prohibited.

### **USE OF GROUNDS**

Permission to use ball fields must be obtained from Columbus Recreation. Hourly rental fees do apply for both athletic fields and use of lights.

Permission will be declined if there is a conflict with any city-sponsored recreation events.

Scheduled or rain date city-sponsored recreation events have priority over all other uses.

Organized groups using grounds, but not reserving buildings, must register with Public Works this includes: circuses, scouting groups, campers, company picnics, school groups, etc.

### **LICENSES AND PERMIT REQUIREMENTS**

A. Beverage licenses are not required for private parties, receptions or other private occasions. The party using the building for a private affair is responsible for providing their own bartenders and for preventing furnishing of any alcoholic beverages to underage persons. The sale of alcohol is strictly forbidden.

B. Temporary Class "B" license, if appropriate, is required for rentals contracted by non-profit organizations or bona-fide clubs for purposes of fund-raising, etc.

A. Users shall be responsible for maintaining order for all public functions when a Temporary Class "B" license is issued and are responsible for any damages to person or property as a result of the function and sale of alcohol.

B. If the user is a public event or organization an emergency management plan form is required. The plan requires certain steps be taken and preparations made in the case of a potential emergency for example; inclement weather. Contact Randy Koehn at (920)763-5914 or email at RKoehn@columbuswi.us to obtain the plan form.

**RELEASE OF LIABILITY**

In consideration of the permission granted to \_\_\_\_\_ (person to whom wishes to use the City Property), the undersigned discharges and releases the City of Columbus, Wisconsin, from all claims, demands or liability whatsoever which we may now have or hereafter have, as a result of use of the premises on \_\_\_\_\_ (rental date).

I have read the agreement and understand English \_\_\_\_\_ (initials).

\_\_\_\_\_  
**Signature of User / Agent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of User / Agent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of User / Agent**

\_\_\_\_\_  
**Date**

**Return Completed Agreement & Payment to:**

**Columbus Recreation Department  
C/o Public Works Department  
229 E. School Street  
Columbus, WI 53925  
920.623.5936  
920.623.5924 Fax**