



Village of Lake Nebagamon Auditorium Hall Rental Agreement

THIS RENTAL AGREEMENT ("Agreement") is made by and between the Village of Lake Nebagamon (hereinafter "VLN") and _____ (hereinafter the "Renting Party"). The VLN and the Renting Party collectively may be referred to as the "Parties."

The VLN desires to rent out the Hall, defined below, and the Renting Party desires to rent the Hall on the terms and conditions as set forth below.

Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. **Facilities.** During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of the lower or upper floor as assigned below, of the Village of Lake Nebagamon Auditorium (the "Hall") located at 11596 E Waterfront Drive, Lake Nebagamon WI 54849, including the restrooms, tables, chairs, and lights, normally assigned for use by renting parties along with one refrigerator located on the upper level of the Hall and the kitchen located downstairs..

The Hall may not be left unlocked and unattended at any time.

2. **Rental Period.** The Renting Party shall have the use of the Hall between the hours of 8:00 AM and 1:00 AM. The Rental Period includes any setup time for the Renting Party's event, unless other advanced permission is received. Noise that is in violation of the VLN Noise Ordinance, from the Renting Party's event, is not permitted. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music, audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's event.
3. **Cleaning.** The paid fee includes use of the facility, disposal of bagged garbage left in entrance, and mopping. The renter is responsible for returning the tables and chairs to storage, sweeping the floor, and cleaning any spills short of mopping. With the exception of mopping the floor, the facility must be left as the renter found it. Failure to do so will cause forfeiture of the Security Deposit by the Renting Party, see sections 4 and 8. The Renting Party must clean the hall by 8:00 am the following day if the Hall is reserved the next day, or within 24 hours if not reserved. A cleaning supply bin is provided under the bar for upstairs rentals and supplies are in the janitor's closet for downstairs rentals. Inventory of supplies will be taken before and after the event. If any cleaning supplies are missing, aside from normal use of supplies, the deposit check will be cashed.
4. **Rental Hold/Security Deposit.** In addition to the Rental Fee, the Renting Party shall pay the VLN an additional charge of \$200.00, the "Rental Hold/Security Deposit" – upon execution of this Agreement to secure the Renting Party's intent to rent the Hall, clean the Hall after use and cover any damage or loss that may occur to the Hall, its contents, or any other part of the Hall and adhere to guidelines set in place due to COVID-19 including capacity. Only after the VLN has determined that the Hall, its contents, and the Lake Nebagamon Auditorium building and grounds are clean and free of damage arising from or related to the Renting Party's rental of the Hall and guidelines have been followed will the check be destroyed or a portion refunded. Upon demand from the VLN, the Renting Party shall immediately pay the VLN the cost to repair any damage in excess of the Rental Hold/Security Deposit.
5. **Maximum Capacity.** No more than 150 persons shall be permitted in the upper level at one time and no more than 30 in the lower level at one time.
6. **Decorations.** No candles or open flames are permitted inside the Hall at any time. The Renting Party shall not use rice, birdseed, glitter, confetti, etc., or like substances of any type in the Hall or on the grounds outside of the Lake Nebagamon Auditorium.
7. **Rental Chairs, Tables and Other Equipment.** If using rental equipment (tables, chairs, etc.) from a source other than the VLN, the rental equipment must be promptly removed after the event. The equipment also must not be damaging to the floor or structure of the Hall.

8. **Damage.** The Renting Party is fully responsible, and upon demand shall pay the VLN, for any and all damage to the Hall that arises from or is related to the Renting Party's rental of the Hall. This includes, but is not limited to, damage to the restrooms, tables, chairs, lights, or any other real or personal property or asset owned by the VLN, whether within the rented portion of the Hall or otherwise.

9. **Use of Hall Kitchen.** Use of the kitchen is an additional fee of \$25.00

If the Renting Party uses the Hall Kitchen, they shall:

- A. Remove all boxes, food and trash from the Hall Kitchen at the end of the Rental Period.
- B. Clean all counters and surface work areas in the Hall Kitchen, including any food spilled in the food warmer or refrigerator.
- C. Sweep the Hall Kitchen floor.
- D. Not put any grease, lettuce, celery, coffee grounds corks or metal objects in any of the sink drains.
- E. Turn off all appliances at the end of the Rental Period except refrigerator.
- F. Remove all dishes, glasses, silverware, linens, and other equipment rented from an outside source by the Renting Party at the end of the Rental Period.
- G. Wash any VLN pots, pans, any other cooking utensils, coffee machines, or any equipment used by the Renting Party.
- H. Leave kitchen in an "as good or better than" before use condition.

10. **Acts Beyond the VLN's Control.** In the event the Hall or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the VLN's fulfillment of this Agreement impossible, then this Agreement shall terminate, and the VLN shall return the Renting Party the Rental Charge and the Security Deposit. The return of the Rental Charge and the Security Deposit shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

11. **Acceptance of Premises.** The Renting Party agrees that it has inspected the Hall and its equipment and that the same are in proper condition for the Renting Party's use during the Rental Period.

12. **Scheduling.** To reserve the Hall, call the VLN at 715-374-3101. The VLN controls the renting schedule. Due to current COVID-19 conditions, only one event will be scheduled per weekend with only one level to be used at a time. The Renting Party is responsible to schedule with the VLN building opening and closing times during the Rental Period. A representative from the VLN will be available prior to beginning of the Rental Period to instruct the Renting Party about building and equipment use.

13. **Advertising.** Absent express written consent from the VLN, the Renting Party shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Hall or the VLN, including the VLN's parking lot.

14. **Access to Premises.** The VLN reserves for its members, representatives, and agents free access and right to enter any portion of the Hall. You will be given a code to enter the building and are expected to lock the building when exiting the premises. This includes entering the code in the combination lock as well as using the allen wrench to lock on all other doors. Failure to lock the building when exiting will result in a forfeiture of the deposit.

15. **Indemnity.** The Renting Party shall indemnify, defend, and hold harmless the VLN and its officers and members against any and all demands, causes of action, or any other type of claim of any kind whatsoever of the Renting Party, its members, agents, employees, subcontractors, patrons, guests, invitees, attendees, or others arising out of or in any way related to the Renting Party's rental of the Hall.

16. **Cancellation.** In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renting Party either (a) breaches any term of this Agreement or (b) cancels, the Rental Hold/Security Deposit shall be forfeited as liquidated damages.

17. **Compliance with Laws.** The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Hall for any unlawful purpose or permit others to use or occupy the Hall for any unlawful purpose. If unlawful activities are observed, the proper authorities will be notified and the Renting party's event may be closed.

18. **Alcoholic Beverages.** If the Renting Party (bona fide club, church, lodge or society, veteran's organization or carnival/fair association) intends to sell beer or wine it must obtain a Temporary Class "B" Picnic License (\$15) prior to rental period, to be approved by the Village Board.

No alcoholic beverages, beer or wine are to be consumed outside of the Hall grounds. No Self-service bars, self service beer kegs or cash bars are allowed. Lawful and contractually permitted serving of beer, wine or alcohol will be supervised by, and the corresponding liability of rental party. NOTICE: See attached document "Wisconsin Act 47-State Statute 125.034 Civic Liability Exemption pertaining to furnishing alcohol and paragraph 15, herein.

19. **Assignment.** This Agreement and any terms or obligations hereunder, may not be assigned or transferred without the express written consent of the VLN.

20. **Entire Understanding.** The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls, and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Hall.

21. **Modifications.** This Agreement may not be modified or amended except through an express written agreement signed by the Parties.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin. The Parties agree that, if any provision of this Agreement is held to be invalid or unenforceable, all of the other provisions shall, nevertheless, continue in full force and effect.

23. **Required Signatures.** This Agreement is not valid unless signed by a VLN official.

24. **Binding Effect.** This Agreement shall be binding upon the Parties, their heirs, representatives or assigns.

25. **Fees.** For Residents, Non-Residents, Upstairs and Downstairs.

A resident shall herein be defined as a party residing or owning a residence or business structure within the geographical boundaries of VLN. NOTICE: Resident and Non-resident Renting Parties who execute this agreement will be fully responsible for all obligations hereunder. VLN will not look to third-parties to satisfy any such obligations.

LAKE NEBAGAMON RESIDENTS			
EVENT TYPE	UPSTAIRS	DOWNSTAIRS	KITCHEN USE
WEDDING / LARGE EVENT (200+)	\$150	\$75	\$25
ADULT B-DAY, SHOWER, ANNIVERSARY OR GRAD PARTY, CELEBRATION OF LIFE	\$100	\$100	\$25
CHILD B-DAY	\$50	\$50	\$25
BENEFIT	\$50	\$50	\$25
FOR PROFIT GROUPS/CLASSES	\$25/MONTH	\$25/MONTH	\$25

NON-RESIDENTS			
EVENT TYPE	UPSTAIRS	DOWNSTAIRS	KITCHEN USE
WEDDING / LARGE EVENT (200+)	\$300	\$150	\$25
ADULT B-DAY, SHOWER, ANNIVERSARY, GRAD PARTY, CELEBRATION OF LIFE	\$150	\$150	\$25
CHILD B-DAY	\$75	\$75	\$25
BENEFIT	\$75	\$75	\$25
FOR PROFIT GROUP/CLASSES	\$50/MONTH	\$50/MONTH	\$25

For hall reservations contact:

Amy K. Huber, Treasurer/Administrator
ahuber@villagelakenebagamon.com

Daisha Nolan, Village Clerk
dnolan@villagelakenebagamon.com
Phone 715-374-310

ATTACHMENT: State Statute 125.034

1985 Wisconsin Act 47

AN ACT to amend 48.344(2)©, 123.02(intro.), 125.07(3)(a)(intro), 125.07(4)(a)3, 125.07(4)(c)3 and 125.08(3)(b)1; and to create 48.344(2m), 125.035, 125.037, 125.07(4)(cd), 125.08(3)(b)4 and (c) and 125.115 of the statutes, relating to civil and criminal liability relating to alcohol beverages and providing penalties.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 48.344 (2) © of the statutes is amended to read:

48.344(2)(c) For a violation committed within 12 months of 2 or more previous violations, a forfeiture of not more than \$500, revocation of the child's operating privilege as proved under s.343.30(6)(b) 3 or the child's participation in a supervised work program under s.48.34(9).

SECTION 2. 48.344 (2m) of the statutes is created to read:

48.344 (2m) For purposes of sub. (2), all violations arising out of the same incident or occurrence shall be counted as a single violation.

SECTION 3. 125.02 (intro) of the statutes is amended to read:

125.02 Definitions. (intro.) As used Except as otherwise provided, in this chapter:

SECTION 4. 125.035 of the statutes is created to read:

125.035 Civil liability exemption: furnishing alcohol beverages. (1) In this section, "person" has the meaning given in s.990.01 (26).

(2) A person is immune from civil liability arising out of the act of procuring alcohol beverages for or selling, dispensing or giving away alcohol beverages to another person.

(3) Subsection (2) does not apply if the person procuring, selling, dispensing or giving away alcohol beverages causes their consumption by force or by representing that the beverages contain no alcohol.

(4) (a) In this subsection, "provider" means a person, including a licensee or permittee, who procures alcohol beverages for or sells, dispenses or gives away alcohol beverages to an underage person in violation of s.125.07(1)(a).

(b) Subsection (2) does not apply if the provider knew or should have known that the underage person was under the legal drinking age and if the alcohol beverages provided to the underage person were a substantial factor in causing injury to a 3rd party. In determining whether a provider knew or should have known that the underage person was under the legal drinking age, all relevant circumstances surrounding the procuring, selling, dispensing or giving away of the alcohol beverages may be considered, including any circumstance under subs. 1 to 4. In addition, sub.(2) does apply if all of the following occur:

1. The underage person falsely represents that he or she has attained the legal drinking age.
2. The underage person supports the representation with documentation that he or she has attained the legal drinking age.
3. The alcohol beverages are provided in good faith reliance on the underage person's representation that he or she has attained the legal drinking age.
4. The appearance of the underage person is such that an ordinary and prudent person would believe that he or she had attained the legal drinking age

85 WIS ACT 47

(5) Subsection (2) does not apply to civil forfeiture actions for violation of any provision of this chapter or any local ordinance in conformity with any provision of this chapter.

SECTION 5. 125.037 of this statute is created to read:

124.037 Civil liability exemption for municipalities. No municipality, as defined in s.67.01(5), or municipal governing body, committee, official or employee is civilly liable for damage to any person caused by the consumption of alcohol beverages by that person or any other person, by reason of any of the following:

- (1) Issuing a license to sell alcohol beverages.
- (2) Allowing the holder of a license or permit to sell, dispense or give away alcohol beverages on property owned or leased by the municipality.
- (3) Failing to monitor or supervise the activities of licensee or permittee.

SECTION 6. 125.07 (3) (a) (intro.) of the statutes is amended to read:

125.07 (3) (a) *Restrictions.* (intro.) An underage person not accompanied by his or her parent, guardian or spouse who has attained the legal drinking age may not enter, knowingly attempt to enter or be on any premises for which a license or permit for the retail sale of alcohol beverages has been issued, for any purpose except the transaction of business pertaining to the licensed premises with or for the licensee or his or her employee. The business may not be amusement or the purchase, receiving or consumption of edibles or beverages or similar activities which normally constitute activities of a customer of the premises. This paragraph does not apply to:

SECTION 7. 125.07 (4)(a) 3 of the statutes I amended to read:

125.07 (4) (a) 3. enters, knowingly attempts to enter or is on licensed premises in violation of sub.(3)(a).

- 626 -

SECTION 8. 125.07(4)(c) 3 of the statutes is amended to read:

125.07 (4)(c) 3. For a violation committed within 12 months of 2 or more previous violations, either a forfeiture of not more than \$500, revocation of the person's operating privilege under s.343.30(6)(b)3. participation in a supervised work program under par.(cz) or any combination of these penalties.

SECTION 9. 125.07 (4)(cd) of the statutes is created to read:

125.07 (4)(cd) For purposes of par. (c), all violations arising out of the same incident or occurrence shall be counted as a single violation.

SECTION 10. 125.08 (3)(b) 1 of the statutes is amended to read:

125.08 (3) (b) 1. Intentionally carries an official identification card not legally issued to him or her, and official identification card obtained under false pretenses or an official identification card which has been altered or duplicated to convey false information. A law-enforcement -officer shall confiscate any card that violates this subdivision.

SECTION 11. 125.08 (3) (b) 4 and (c) for the statutes are created to read:

125.08 (3) (b) 4. Intentionally carries an identification card or other documentation showing that the person has attained the legal drinking age, with knowledge that the documentation is false.

(c) *Confiscation of card.* A law enforcement officer investigating an alleged violation of par. (b) shall confiscate any identification card or other documentation that constitutes evidence of the violation.

SECTION 12. 125.115 of the statutes is created to read:

125.115 Responsibility for commission of a crime. (1) A person may be convicted of the commission of a crime under this chapter only if the criteria specified in s.939.05 exist.

(2) This section does not apply to civil forfeiture actions for violations of any provision of this chapter or any local ordinance in conformity with any provision of this chapter.

AUDITORIUM FAQ's

SECURE YOUR DATE WITH THE LAST PAGE OF AGREEMENT & DEPOSIT CHECK

LIGHTS

The light switch panel is located between the stage and the ladies washroom corridor. The lights for the Auditorium are marked with yellow tape. The upper lights wrapped in tulle need to be plugged in over the bar to work. PLEASE DO NOT FLIP ANY SWITCHES MARKED WITH RED TAPE!

DECORATIONS

No stapling to wood areas and no tape on painted areas. All decorations and fasteners must be removed during clean up.

GARBAGE

Black garbage bags are located in the drawer next to the refrigerator. Once full, bags can be tied off and placed in the upstairs entry area for removal by Village employees. PLEASE DO NOT PUT LIQUIDS INTO GARBAGE BAGS AS THEY LEAK. There is a bucket under the bar sink for emptying drinks when cleaning up.

CLEANING SUPPLIES

There are extra supplies for washrooms in the janitor's closet next to the men's room. A mop and broom are also stored there if you have a spill.

TABLES & CHAIRS

Capacity is 150 upstairs and 30 downstairs. Tables and chairs upstairs are stacked at the rear of the building and downstairs they are set up all of the time. Please return the equipment to the location it was found in at the end of your event.

ACCOMMODATIONS CLOSE TO AUDITORIUM

Lawn Beach Inn - next door - <https://www.vrbo.com/474949>

DeLaeter House - across the street - <https://www.vrbo.com/702830>

At Water's Edge - 1 ½ blocks away - <http://www.watersedgecabin.com/>

There is a motel, The Village Inn Motel (715-374-2673), 1 mile from the Auditorium and several vacation rentals within close driving distance as well. (vrbo.com)

**TO BE COMPLETED AND RETURNED TO THE VILLAGE OFFICE WITH A \$200
CHECK FOR THE SECURITY DEPOSIT (POST DATED TO DAY OF EVENT) TO HOLD DATE.
RENTAL FEE DUE 1 MONTH BEFORE EVENT.**

Village of Lake Nebagamon PO Box 517 Lake Nebagamon WI 54849

EVENT DATE & TIME			
TYPE OF EVENT			
TIME HALL OPEN FOR SETUP DAY OF EVENT			
# PEOPLE EXPECTED			
ALCOHOL BEING SERVED?	YES	NO	
			Res. Fee Non Res. Fee (Office Use)
UPPER LEVEL	YES	NO	
LOWER LEVEL	YES	NO	
KITCHEN USE	YES	NO	

FEES	CHECK #	FEE TOTAL	DATE PAID
HALL RENTAL TOTAL			
HOLD/SECURITY DEPOSIT			
DATE/TIME OF ORIENTATION			

By: _____ **Date:** _____

Printed Name: Daisha Nolan or Amy K. Huber

RENTING PARTY:

Name of Organization & Title (if applicable): _____

Name of Responsible Party (printed): _____

Email: _____

Cell Phone #: _____

Resident Address: _____

Signature: _____ **Date:** _____

BOARD APPROVAL (if needed)= (approved)(denied) DATE: _____