

# Free Congregation of Sauk County: Facility Use Agreement

Date: \_\_\_\_\_

This agreement is made between (“User”) and the Free Congregation of Sauk County (FCSC):

FCSC will permit User to use a portion of the FCSC facility at 307 Polk Street, Sauk City, Wisconsin, for User’s event, subject to the terms and conditions described below.

**Check the boxes on the left, below, to indicate the room(s) or area(s) you will be requesting.**

<input type="checkbox"/>	<b>PARK HALL</b>
<input type="checkbox"/>	Main Hall
<input type="checkbox"/>	Library ( <i>not available</i> )
<input type="checkbox"/>	Balcony ( <i>not available</i> )
<input type="checkbox"/>	Community Hall (downstairs)
<input type="checkbox"/>	Kitchen
<input type="checkbox"/>	
<input type="checkbox"/>	<b>ENVIRONS</b>
<input type="checkbox"/>	Bandstand
<input type="checkbox"/>	Picnic Shed
<input type="checkbox"/>	Grounds
<input type="checkbox"/>	

1. If only a portion of the room or area (or the grounds) is to be used, please specify:

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2. **Time of use:** specify date(s) and time(s), including set-up and clean-up:

**You must include Set up and clean up time**

**An Example:**

“Prairie Conservation League Annual Meeting and Dinner” – 5:00 PM start to setup tables and set out tableware and decorations, begin dinner at 5:45 PM, dinner over at 6:30 PM. Business meeting from 6:45 to 7:30 PM. Cleanup room, tables, and dinnerware from 7:30 to 8:00 PM. Start movie at 8:10 PM. Everyone out by 10:30 PM. **Total event time as listed on this form will be from 5:00 PM to 10:30 PM.**

The USER shall be permitted to use the specified area for the times indicated in this policy-agreement for the purpose stated below. **Time is the essence of this Agreement, and the period of time granted shall not be extended for occupancy or setup or cleanup without written permission from the FCSC Administrator or an authorized agent of the FCSC.** No times above shall extend beyond 10:30 PM unless authorized in writing at least seven days in advance by the FCSC Administrator or authorized FCSC agent. This means that all events and cleanup must be completed by 10:30 PM and USERS must be out of the Facilities by 10:30 PM.

**IF USE IS REGULAR (e.g. a weekly class meeting on the same day every week for 10 weeks), you need only fill out Use #1, then write in the other dates below that.**

**Use #1:**

\_\_\_\_\_ FROM \_\_\_\_:\_\_\_\_ AM PM -To \_\_\_\_:\_\_\_\_ AM PM  
Day Month Year Time (Circle one) Time (Circle one)

**Use #2:**

\_\_\_\_\_ FROM \_\_\_\_:\_\_\_\_ AM PM -To \_\_\_\_:\_\_\_\_ AM PM  
Day Month Year Time (Circle one) Time (Circle one)

**Use #3:**

\_\_\_\_\_ FROM \_\_\_\_:\_\_\_\_ AM PM -To \_\_\_\_:\_\_\_\_ AM PM  
Day Month Year Time (Circle one) Time (Circle one)

**3. Description of Event:**

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**4. Estimated number of persons:** \_\_\_\_\_ Adult: \_\_\_\_\_ Youth: \_\_\_\_\_ Children (<12) \_\_\_\_\_

**5. Name of User** *(please include address, telephone, e-mail and fax):*

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**6. Details of use:**

a) Is Primary User a FCSC member? yes\_\_\_ no\_\_\_

b) Is the event open to the public? yes\_\_\_ no\_\_\_

c) Is the event a fundraiser? yes\_\_\_ no\_\_\_

If yes, is the fundraiser for the organization using the facility or for some other cause?

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d) Will there be a fee collected? yes\_\_\_ no\_\_\_

If yes, please state the amount and purpose:

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- e) Please describe any food or drink to be provided, and identify the person in charge of food and drink.

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**7. FEE.** User agrees to pay a fee of \$\_\_\_\_\_ for the use of the portion of the facility for the event described above. *See attached fee schedule.* Any further use will be subject to an additional fee and will be allowed only with the written permission of FCSC, and will be subject to the terms and conditions of this agreement. The fee shall be paid in full no later than...

\_\_\_\_\_  
(month – day – year)

**8. DEPOSIT.** This “Deposit requirement” applies to all but Priority One users. User shall pay FCSC a deposit of \$ \_\_\_\_\_ at the time this agreement is made. No portion of the facility will be reserved until this agreement is executed and the fee and deposit paid. If User cancels the event less than fourteen (14) days before, the deposit will be forfeited. Within thirty (30) days after the event, and provided that User has complied with all the terms and conditions of this agreement, FCSC will return the deposit to User, except for that amount necessary to compensate FCSC for any cleaning, maintenance, or repair in connection with the event.

If the deposit is not adequate to compensate FCSC for User’s breach of this agreement, or for any damages sustained by FCSC in consequence of the event, User will pay any additional amount of damages within ten (10) days of demand by FCSC.

**9. Limitation of FCSC liability.** If FCSC cancels the event, it will return the deposit to User, but will incur no other liability to User, or anyone else, as a result of the cancellation. FCSC does not guarantee the operation of its plumbing, electrical, or HVAC systems and will incur no liability in connection with any failure of them.

**10. Care of facilities.** User shall not cause or permit the facility to become damaged, defaced, or changed in any way. User may not affix anything to the walls or doors except with tape leaving no marks. Nails, screws, hooks, tacks, and the like are prohibited. User agrees to be especially careful with food and beverages to avoid spills. Any spills must be cleaned immediately. No candles are permitted except those furnished by FCSC at a nominal fee. Any candles must be used in the fireproof containers provided by FCSC, and any decorations in the vicinity of the candles must be fireproof. User agrees to be especially careful to prevent candle wax from spilling.

**11. Clean-up.** User must return the facility to the same condition in which it was found, in every respect, including returning chairs and tables to their original positions. FCSC is committed to environmentally-responsible use of all resources. User shall make reasonable efforts to avoid the use of disposable and non-biodegradable materials such as styrofoam and plastic. User shall make appropriate use of recycling containers, segregating items into clean

mixed paper, plastic, cans, bottles, and trash. Trash shall be contained in plastic bags, secured tightly, and deposited in the garbage containers located behind the northeast corner of Park Hall.

**12. Kitchen.** User may use the Park Hall kitchen only if specified in this agreement. All food, beverages, cookware, and serving and eating utensils must be supplied by User, except by special advance arrangement with the FCSC Administrator or other authorized person.

**13. Compliance with laws and regulations.** User shall comply with all federal, state, local, and FCSC laws, ordinances, rules and regulations, and will pay any taxes imposed by law in connection with the use of the facility. User shall obtain all required permits and licenses for the event.

**14. Tobacco and alcohol use.** Smoking is not permitted indoors or within 100 feet of any entry to the facility. A cash bar is not allowed. Hard liquor is not allowed. The consumption of beer or wine is restricted to those at least 21 years of age.

**15. Respecting other Users.** On occasion it may happen that there is another activity or activities taking place in another part of the FCSC facilities during the time of User's event. Under such circumstances User shall conduct its event so as not to interfere with the other activities.

**16. Parking.** Street parking, only, is available. User should take care to observe the non-parking areas designated by the yellow-painted curb. The yellow-painted area directly in front of Park Hall (on Polk Street) can be pulled into for the temporary drop-off or pick-up of handicapped persons only. In case of inclement weather, non-handicapped persons may be dropped off or picked up in front of Park Hall but may not pull into the yellow-painted curb for this purpose. Nor should they impede, for any amount of time whatsoever, the access of handicapped persons (or their drivers) to this area. FCSC cannot guarantee that adequate parking will be available on the street in close proximity to Park Hall.

**17. Child care.** User is responsible for any child care to be provided during the event. All child care shall be provided by a minimum of two responsible persons, at least one of whom is an adult.

**18. Animals.** Animals are not permitted in the facility except for dogs assisting the handicapped.

**19. Prohibited promotional activities.** User shall not cause or permit any of the following to occur except as may be expressly permitted by FCSC in writing:

- a) Placing advertising or similar items in or about the FCSC premises.
- b) Using the name or logo of FCSC, or otherwise implying the co-sponsorship or endorsement of FCSC.
- c) Selling anything in or about the FCSC premises, including programs.
- d) Soliciting donations in or about the FCSC premises
- e) Making audio or video recordings or televising or broadcasting any part of the event.

**20. FCSC may enter facility.** FCSC representatives may enter and remain in the facility for any reason, at any time, and may act to remove any person who is behaving in a disorderly manner.

**21. Insurance.** User is responsible for obtaining such liability and other insurance as User considers appropriate for the event.

**22. Indemnification.** USER SHALL INDEMNIFY AND HOLD FCSC, THE FREE CONGREGATION OF SAUK COUNTY, THE PARK HALL PRESERVATION FOUNDATION, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, AGENTS, EMPLOYEES AND MEMBERS HARMLESS FROM ANY CLAIM, SUIT, OR PROCEEDING RELATED TO, OR IN ANY WAY ARISING OUT OF THE EVENT, THE USE OF FCSC FACILITIES, OR THIS AGREEMENT, AND SHALL INDEMNIFY FCSC, ITS OFFICERS, AGENTS, OR EMPLOYEES FOR ALL EXPENSES, INCLUDING ATTORNEYS' FEES (INCURRED IN ENFORCING FCSC'S RIGHTS HEREUNDER OR OTHERWISE) INCURRED WITH RESPECT TO ANY CLAIM, SUIT, OR PROCEEDING. THIS INDEMNIFICATION AGREEMENT INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM ALLEGING NEGLIGENCE OR LIABILITY DIRECTLY OR INDIRECTLY ON THE PART OF FCSC OR THEIR MEMBERS, OFFICERS, TRUSTEES, DIRECTORS, AGENTS OR EMPLOYEES.

**23. Entire agreement.** This written agreement embodies and supersedes any and all understandings of the parties related to the event or the use of the facility. No change in the terms of this agreement is valid unless agreed to in writing.

\_\_\_\_\_  
User, by its duly authorized agent

\_\_\_\_\_  
FCSC, by its duly authorized agent

Personal Guaranty of User's Performance:

I agree to, and do hereby, personally and unconditionally guarantee the performance of all of User's duties and responsibilities under this agreement, including, but not limited to, payment of the fee and deposit, and I agree to remain personally liable for the reasonable cost of any cleaning, maintenance, or repair in connection with the event, or the use of the facility, which exceeds the amount of the deposit.

This Date \_\_\_\_\_ Signature \_\_\_\_\_

Print Name \_\_\_\_\_