

**MERRILL FESTIVAL GROUNDS – EXPO CENTER
AGREEMENT FOR RENTAL**

By and Between CITY OF MERRILL, a Wisconsin Municipal Corporation (herein after referred to as “CITY”)

AND

Print Name, (herein after referred to as “USER”)

Address City State

Home Telephone Cell Phone Work Telephone E-Mail

User may utilize a licensed catering service or bring in their own food and non-alcoholic beverages. Any alcoholic beverage **SALES** require the appropriate City of Merrill License (Picnic License). User agrees to hold harmless the City of Merrill for any damages related to this agreement.

As more specifically set forth in the Terms and Conditions attached to this document and incorporated herein, CITY shall hereby let to USER and USER shall hereby lease from CITY the exclusive use of the following area(s) of the Expo Center: (See Page #2)

Type of event: _____
(If wedding, please name bride and groom)

Requested Reservation Date(s): _____

Cost of rental and related services (Per details on page 2) \$ _____

Sales tax per DOR 5.5% \$ _____

Security deposit charged in addition to cost of rental \$ _____

TOTAL AMOUNT DUE NOW: \$ _____

**All advertising or similar promotion of events at the facility should refer to it as
The Merrill Expo Center**

Agreement is entered into this _____ day of _____, 20_____.

CITY OF MERRILL

RESERVED BY:

By: _____

By: _____

Name: _____

Print Name _____

**RETURN PAGES 1 AND 2 ALONG WITH PAYMENT TO:
CITY OF MERRILL, 1004 E. First Street, MERRILL, WI 54452
715-539-3510**

FACILITIES REQUESTED FOR RENTAL (please mark your preference)

 Expo Center Base rate of \$450.00 per day (plus sales tax per DOR). Multiple day rentals will receive a rate of \$350.00 for second consecutive day and \$250.00 per day for each additional consecutive day. A minimum security deposit of \$250.00 is required for each rental. All daily rentals run from 6:00 a.m. – 12:00 midnight. Renter must reserve and pay for all set up time required. All partial day usage will be charged as a full day’s rental fee. For events which, in the opinion of the facility management, will require additional time, labor, and logistical coordination an additional non-refundable fee of \$50.00 will be payable at the time reservations are made. Special/Larger events (four (4) days or more) will be charged at a rate agreed upon by the City of Merrill and the “User”.

 Expo Center with Kitchen Base rate of \$450.00 per day (plus sales tax per DOR). Multiple day rentals will receive a rate of \$350.00 for second consecutive day and \$250.00 per day for each additional consecutive day. A minimum security deposit of \$500.00 is required for each rental. All daily rentals run from 6:00 a.m. – 12:00 midnight. Renter must reserve and pay for all set up time required. All partial day usage will be charged as a full day’s rental fee. For events which, in the opinion of the facility management, will require additional time, labor, and logistical coordination an additional non-refundable fee of \$50.00 will be payable at the time reservations are made. Special/Larger events (four days or more) will be charged at a rate agreed upon by the City of Merrill and the “User”.

ADDITIONAL ITEMS AVAILABLE/REQUESTED:

Rental to include:

- Steel folding chairs (maximum of **500** available)
- 8’ folding banquet tables (maximum of **88** available)
- Free-standing podium (**1** available)

Additional Charges:

- Other set up required. Please specify: _____
- Clean-up (\$25 per person per hour)

Additional Requests/Agreements: _____

Rental Begins: Day _____ Date _____ Time _____

Rental Ends: Day _____ Date _____ Time _____

City _____ (Initial)

User _____ (Initial)

EXPO CENTER AGREEMENT TERMS AND CONDITIONS

- 1) **PAYMENT**
USER agrees to pay CITY the rate shown on the face of this document for the stated use of the facility, upon execution of Agreement.
- 2) **RENTAL DEPOSIT FEE**
This deposit fee shall be paid upon execution of Agreement.
- 3) **USE OF ADJACENT FACILITIES**
USER agrees to use only the designated areas and restroom facilities as indicated on cover page(s) of this agreement.
- 4) **BANNED SUBSTANCES**
USER agrees that no drugs or illegal substances of any kind shall be allowed on the premises under any circumstances. USER understands that any violation of this paragraph shall give CITY the right to terminate this Agreement without penalty to CITY and permanently bar USER, or any member or guest of USER, from the premises.
- 5) **USE OF FACILITIES**
USER agrees to use and occupy said premises in a safe and careful manner and shall comply with all applicable municipal state and federal laws, any rules and regulations as prescribed by CITY OF MERRILL.
- 6) **DISCLAIMER**
CITY assumes no responsibility for the manner in which the USER utilizes the facility which is let hereby. Any performances or other activities taking part during the time period covered by this agreement shall be under the sole and direct supervision and control of the USER or its officers, agents, employees, members, guest, patrons, or invitees. CITY assumes no responsibility for the manner in which said performances or activities are conducted and carried out.
- 7) **LIABILITY**
USER agrees to indemnify and hold CITY harmless from any and all loss, cost and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained by anyone, by reason of the use or occupation of the facilities under this Agreement, or by any act of omission of USER or any of its officers, agents, employees, members, guests, patrons, or invitees and USER shall pay any and all damage to the property of CITY or loss or theft of such property, done or caused by such persons.
- 8) **LOST PROPERTY**
City assumes no responsibility whatsoever, for any property placed on the premises, and CITY is hereby expressly released and discharged from any and all liabilities for any loss of property that may be sustained by reason of the use of said premises under this Agreement.
- 9) **RIGHT TO CONTROL**
It is understood the City hereby reserves the right to control and manage premises and to enforce all necessary and proper rules for the management and operation of the premises and for CITY employees or other authorized representatives to enter and exercise their authority at the premises, at any time. CITY also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the premises and USER hereby waives any and all claims for damages against CITY or any of its representatives resulting from the exercise of this authority.
- 10) **CANCELLATION**
CITY reserves the right to cancel any scheduled rental time for any reason including, but not necessarily limited to equipment failure, or scheduling or special events. In the event of such cancellation, a mutually satisfactory later time and date will be substituted for the canceled time whenever possible. Any cancellation on behalf of USER will be penalized as follows. Notice of less than 60 days, USER is obligated to fulfill all payment terms of Agreement.
- 11) **ASSIGNMENT**
USER may assign this Agreement or any portion of this Agreement only with the prior written approval of CITY.
- 12) **ABANDONED PROPERTY**
CITY shall have the sole right to collect and have custody of all articles left in the premises by persons using the facilities under authority of this Agreement. After a period of twenty-four (24) hours, any such property shall be deemed abandoned and become the property of CITY.
- 13) **TAXES**
The fees payable under this Agreement shall not be construed to include local, state or federal sales, use, excise, personal property, or other similar taxes shall be assumed and paid for by USER.
- 14) **ENTIRE AGREEMENT**
This document constitutes the entire Agreement between the parties and supersedes all previous communications, representations, understandings and agreement whether oral or written, between the parties.
- 15) **AMENDMENTS**
This Agreement cannot be modified in any way except by a written document signed by both parties.
- 16) **GOVERNING LAW**
This Agreement shall be governed by the laws of the State of Wisconsin both as to interpretation and performance.
- 17) **SEVERABILITY**
If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement shall not be effected thereby and shall remain in full force and effect.
- 18) **FORCE MAJEURE**
Neither party shall be liable for any damages, resulting from the elements, acts of God, or any other cause beyond the reasonable control of the parties.

19) SECURITY DEPOSIT

A security deposit will be required for each rental. Minimum deposit is \$250.00 for Expo Center and \$500.00 for Expo Center with Kitchen. Larger deposits may be required for certain events that have the potential to require more clean up, will produce more trash, or cause damage to the facility. Security deposit is non-refundable in the event that USER cancels event unless a written notice of more than 60 days is given. Security deposit will be returned to USER within 30 days of rental if facilities rented are returned on time in the proper condition. CITY reserves the right to deduct from deposit any expenses incurred to correct any damages or deficiencies in facilities upon return.

20) FACILITY CLEANUP

USER is responsible for all clean-up of facilities rented, including bagging all garbage produced. Rental fee includes garbage disposal after being bagged. USER will take occupancy of facility in the condition it is expected to be returned in. Entire cleanup must be performed within time allotted for rental unless prior arrangements were made OR unless facility is otherwise scheduled, user will be allowed entry to cleanup by noon on the day following the event. Additional time needed for cleanup will be billed at a rental rate of \$25.00 per hour. Facility must be returned in the same condition as received. If not \$25.00 per person per hour to clean will be charged to user.

21) NOTICES

Any notices required or permitted under this Agreement shall be in writing. Such notices shall be delivered in person or sent by registered or certified mail, return receipt requested addressed to the addressee shown on the face of the Agreement. Notice shall be effective when mailed, or upon delivery if delivered in person.

To City: send two copies

City Administrator
City of Merrill
1004 E. First Street
Merrill, WI 54452

And

City Clerk
City of Merrill
1004 E. First Street
Merrill, WI 54452

Any party making change in their address shall be responsible for notifying all other parties of the change. Notice to the addresses listed above shall be effective until such time as a change is made in accordance with this paragraph.