

Columbus Association Hall Rental Contract

THIS FACILITY RENTAL AND USE AGREEMENT (this "Agreement") is made and entered into on this ____ day of _____ of 2020 between the Columbus Association of Chippewa Falls, Inc. (the "Owner") and

Print Name of User _____

Print Name of User _____

(hereinafter the "User" or "Users") for the rental of the Columbus Association Hall, located at 236 Pumphouse Road, Chippewa Falls, WI, 54729 (the "Hall").

USE OF THE HALL

1. The User(s) agree to rent the Hall on (date) _____ from ____ AM/PM to ____ AM/PM (the "Rental Period") for the sum of \$ _____, due upon the signing of this Agreement. The Hall shall not be reserved for User's Event until such time as the entire amount is paid in full.
2. **If this Agreement is cancelled by User(s) more than five (5) calendar days after signing this Agreement, the entire amount paid shall be forfeited to the Owner.**
3. User(s) shall not sublet the Hall, transfer the use of the Hall during the Rental Period to another, or allow another person or group to use the Hall for any event during the Rental Period. Any attempt by User(s) to assign User(s) rights under this Agreement shall be deemed null and void.
4. The User(s) is/are renting the Hall for the following function:

5. User(s) shall not alter or change the function for which the Hall is being rented without prior consent from the Owner.
6. User(s) is/are renting the Hall only for the day(s) listed above. Rental of the Hall will include the following (unless deleted), during the Rental Period:
 - a. Use of the Hall and parking lot.

- b. Use of the kitchen facilities. (User(s) and/or Caterer are responsible for cleaning the kitchen.)
 - c. Use of the walk-in cooler and tap unit for beer.
 - d. KC janitorial service following User(s)'s event.
7. User(s) agree(s) to reimburse Owner for the cost to repair any damages to the Hall (building, parking lot, other fixtures, and real estate included) caused by User(s) and/or User(s), guests, employees, invitees, or contractors, during the Rental Period and during any time prior to the event that User(s) is allowed use of the Hall before or after the Rental Period. **Additionally, User(s) agree(s) to pay for all attorney fees incurred to collect any such damages.**
8. **Hall Door Key** : User(s) may pick up the key for the Hall from Horan Funeral Home one to three days prior to the Rental Period between 9:00 a.m. and 5:00 p.m., Monday through Friday, and shall return the key to Horan Funeral Home the first business day following the Rental Period. Hall rental contract will be needed for key pickup. The key fob includes entrance door outside key, entrance door hex unlocking key and cabinet key.

DECORATIONS AND HALL SETUP

9. User(s) agree(s) to remove all decorations and personal items from the Hall at the end of the Rental Period and to vacate the premises, provided that User(s) and guests may leave cars in the parking lot overnight. If another event is scheduled for the next day, your Contact Person will advise you of the time that cars will need to be removed from the parking lot, two hours before that event is scheduled to begin, and any cars not removed by that time may be towed.
10. User(s) shall not use tape, nails, pins, staples, screws, wires, or tacks to fasten decorations or other materials to the walls, woodwork, floors, ceilings, or draperies. Without limitation of Owner's rights under Paragraph 6, above, User(s) shall be assessed a minimum fee of fifty dollars (\$50) if any of the aforementioned items are found to have been attached to the walls, woodwork, floors, ceilings, or draperies during the Rental Period.
11. User(s) shall not place any decoration or other item behind the ceiling tiles or their supports. Special hooks for hanging decorations from the ceiling are available by contacting the Contact Person prior to the Event.

12. The wall sound boards may be stapled, tacked or covered.
13. User(s) may use tape to attach items to the tables, but all tape must be completely removed by User(s) at the end of the Rental Period.
14. Portable trellises, draperies, or similar items, shall not be placed near the beer taps.
15. User(s) may arrange the tables in the Hall however the User(s) wish(es) for the Event. User(s) shall not drag the tables across the floor. Special chairs are available for the head table. At the end of the event tables and chairs may be left where they are, provided they are inside the Hall.
16. The thermostat in the Hall does not control the air conditioning, which will be pre-set for the Event by Owner.
17. User(s) shall not hang, attach, or affix any signage on or to the Hall or other permanent fixtures on the Premises. Free-standing lawn signs less than two feet by two feet (2' x 2') may be placed at the entrance to the Hall and/or premises, provided that any signage to be displayed must be approved by the Contact Person prior to display.

FOOD AND BEVERAGES

18. User(s) may hire any caterer they wish, provided that any such caterer must possess a current Food Manager's Certificate issued by the State of Wisconsin. User(s) and/or Caterer shall be responsible for cleaning the kitchen at the end of the Event, including mopping the floors and cleaning the preparation surfaces.
19. User(s) shall not sell alcoholic beverages without a valid license. User shall provide whatever cups User will need for beer, soda, or other beverages.
20. User(s) may order beer from any appropriately licensed vendor they wish. (Vendors generally will deliver beer directly to the Hall, and pick up containers after the event.)
21. Dishes, glasses, silverware, and linens must be supplied by the User(s) and/or any Caterer. User(s) and/or Caterer shall not use the dishes, glasses, silverware, cookware, cooking utensils, or linens that are stored at the Hall by Owner.

CLEANUP

22. User(s) shall remove all recyclables and cardboard brought to the Hall by User(s) and/or any Caterer from the Hall at the end of the Rental Period. Recyclables shall not be placed in the garbage dumpster at the Hall.
23. User(s) shall removal all garbage containing foods, liquids, or other perishables to the garbage dumpster at the Hall at the end of the Event.
24. User(s) shall turn off all lights, close and lock all doors, turn off any appliances, and turn off any running water in the Hall before leaving at the end of the Event.

MISCELLANEOUS

25. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. Any dispute, suit, or other proceeding related to, arising from, or otherwise connected to this Agreement or the Event shall be filed or entered into only in the Courts of the State of Wisconsin, which shall have exclusive jurisdiction and venue to adjudicate any such controversy.
26. Any portion of this document deemed unlawful or unenforceable by a court of competent jurisdiction is severable and shall be stricken without any effect on the enforceability of the remaining provisions.
27. This Agreement may be executed in one or more counterparts, each of which shall constitute an original document, but all of which taken together shall be deemed one and the same instrument.
28. The Contact Person for this Event, in case of emergency, etc., shall be as designated in the "Event Contact" binder located in the room adjacent to the main hall and kitchen, which shall be shown to User prior to the Event.
29. Knights of Columbus Trademarks
User may only identify the location of the event by using the address of the Hall as set forth above and the name "Columbus Association Hall". User shall not use or display any Knights of Columbus trademarks, including, without limitation, its name, logos and emblems, in any way, including, but not limited to, in the promotion of the User's event or on any website and/or in social media.

WAIVER AND INDEMNIFICATION

- 30. User(s) hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE Owner from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by User(s), or to any property belonging to User(s), incurred during the Event, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE OWNER, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.**
- 31. User(s) further AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER from any loss, liability, damage, or costs, including court costs and attorneys' fees that Owner may incur due to User(s) Event, including any liability, claim, demand, action, or cause of action sustained by any guest, invitee, employee, or independent contractor of User(s), WHETHER CAUSED BY NEGLIGENCE OF OWNER or otherwise, to the fullest extent allowed by law.**
- 32. IN SIGNING THIS AGREEMENT, USER(S) HEREBY ACKNOWLEDGES AND REPRESENTS THAT User(s) has read the foregoing two paragraphs, understands them and signs this Agreement voluntarily as User(s)'s own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; that User(s) is/are at least eighteen (18) years of age and fully competent, or if User is an entity, that the person signing this Agreement has the requisite authority to bind that entity by his or her signature; and User(s) executes this Agreement for full, adequate and complete consideration fully intending to be bound by same.**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

Signature of User _____

Date _____

Print Name of User _____

Address: _____

Telephone # _____ Cell # _____

Email _____

Signature of User _____

Date _____

Print Name of User _____

Address: _____

Telephone # _____ Cell _____

Email _____

Amount received \$ _____ Check / Cash

Owners Agent _____ Date _____

Columbus Association of Chippewa Falls, P.O. Box 731, Chippewa Falls, WI 54729

Phone 715-726-2002

Email: kofc974@gmail.com

Website: KofC974.com/hall-rental

**MAKE ALL CHECKS PAYABLE TO
"COLUMBUS ASSOCIATION OF CHIPPEWA FALLS"**

Hall Contacts

Jerry Krista	715-404-6147
Mark Stuttgen	715-723-4078
Tim Tozer	715-271-4737
Paul Nevins	715-523-1009
Cyril Krista	715-723-3708

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