

PLA-MOR PARK – VILLAGE OF FRANCIS CREEK RESERVATION CONTRACT

It is mutually agreed on this date, by and between the *Village of Francis Creek*, Francis Creek, WI and _____ that the *Village of Francis Creek* agrees to lease to _____
(individual or organization name) (individual or organization name)

the use of Pla-Mor Park including; _____
(Facilities included in reservation)

on _____, From ____ AM (Park Opens at 6AM) till ____ PM (Park Closes at 10:30PM).
(Date(s)/Time(s) of reservation)

PARK FEES

[Fees listed are the PER DAY rate, include one diamond and one concession stand.]

Francis Creek Residents & Local Non-Profit Organizations: \$50 Rental Fee/day
(Organizations will be required to provide proof of Non-Profit status/501C)

Township of Kossuth Residents: \$100.00 Rental Fee/day

All Other Businesses, Individuals or Organizations: \$250.00 Rental Fee/day

\$100.00 Deposit Returned/Voided Only If Park Left Clean and In Good Order.

Please provide a SEPARATE check for the deposit.

(Determination of the return of the deposit shall be at the sole discretion of the designated Village Representative)

CLEANING FEE: PARK USERS ARE RESPONSIBLE FOR LEAVING THE PARK AND ALL FACILITIES AS THEY FOUND THEM. FAILURE TO DO SO SUBJECTS PARK USER TO FORFEITURE OF DEPOSIT PLUS AN ADDITIONAL MINIMUM CLEAN-UP FEE OF \$50.00. DETERMINATION RELATING TO FEE ASSESSMENT OR REFUND SHALL BE THE SOLE DISCRETION OF THE DESIGNATED VILLAGE REPRESENTATIVE.

AN ADVANCE DEPOSIT OF THE TOTAL AMOUNT OF THE RENTAL IS DUE WITHIN 30 DAYS OF THE DATE LISTED BELOW. NO REFUNDS FOR CANCELLATION WITHIN 30 DAYS PRIOR TO THE DATE BOOKED. THESE FEES INCLUDE THE USE OF THE KITCHEN AND 1 REFRIGERATOR IN THE CONCESSION STAND. NO OTHER EQUIPMENT IS PROVIDED. GARBAGE CANS FOR TRASH AND RECYCLING BINS ARE AVAILABLE.

KEYS TO THE RENTED CONCESSION STAND(S) MAY BE PICKED UP AT THE VILLAGE OFFICE. IT IS UNDERSTOOD THE RENTED CONCESSION STAND MAY ONLY BE ENTERED AND USED ON THE DATE SPECIFIED IN THIS CONTRACT.

THE *VILLAGE OF FRANCIS CREEK* ACCEPTS NO LIABILITY FOR ANY OTHER EVENTS THAT MAY BE SCHEDULED AT PLA-MOR PARK IN CONJUNCTION WITH YOUR EVENT. THE PARK USER AGREES, TO NOT HOLD THE *VILLAGE OF FRANCIS CREEK* LIABLE FOR ANY INJURY, FATALITY OR DAMAGE TO ANY PERSON(S) OR PROPERTY DURING THE PERIOD OF USE OF BUILDING(S) AND GROUNDS. IT IS FURTHER AGREED THAT THE USER WILL INDEMNIFY THE *VILLAGE OF FRANCIS CREEK* FOR ANY LEGAL FEES OR OTHER LIABILITY CLAIMS THAT MAY ARISE IN CONNECTION WITH THIS AGREEMENT. THE *VILLAGE OF FRANCIS CREEK* SHALL NOT INSURE ANY OF THE USERS PROPERTY PARKED ON SAID PROPERTY AGAINST ANY CASUALTY OR ANY TYPE OF LOSS. USER AGREES TO BE SOLELY RESPONSIBLE FOR THE ACQUISITION AND CONTINUATION OF ANY CASUALTY AND LIABILITY POLICY. ANY DAMAGE INCURRED TO THE PARK OR FACILITIES WHILE LEASED WILL BE CHARGED TO THE LESSEE, AND LESSEE AGREES TO PAY FOR ANY DAMAGES.

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SHALL NOT BE MODIFIED IN ANY MANNER. THERE ARE NO ORAL UNDERSTANDINGS, TERMS OR CONDITIONS AND NEITHER PARTY HAS RELIED UPON ANY REPRESENTATION, EXPRESS OR IMPLIED NOT CONTAINED IN THIS AGREEMENT.

PLEASE FILL OUT AND SIGN RESERVATION CONTRACT AND SEND PAYMENT TO *VILLAGE OF FRANCIS CREEK*, PO BOX 68, FRANCIS CREEK, WI 54214. WE ASK THAT YOU SUBMIT 2 CHECKS, 1 FOR THE AMOUNT OF THE DEPOSIT AND 1 FOR THE AMOUNT OF THE PARK FEE. PLEASE MAKE CHECKS PAYABLE TO THE *VILLAGE OF FRANCIS CREEK*.

PLA MOR PARK RULES

1. THE PARK CURFEW IS 10:30PM AND EVERYONE IS TO BE OUT OF THE PARK AND PARKING LOTS BY THIS TIME.
2. ANIMALS ARE NOT ALLOWED IN PARK.
3. VEHICLES SHOULD BE IN THE PARK'S DESIGNATED PARKING LOTS ONLY. NO PARKING OR DRIVING ON THE GRASS.
4. GARBAGE SHOULD BE PLACED IN THE BARRELS PROVIDED. IF POSSIBLE, SEPARATE ALUMINUM CANS AND PLACE IN THE DESIGNATED BARRELS NEAR THE CONCESSION STAND.
5. BE A "GOOD NEIGHBOR". KEEP NOISE LEVELS AT A REASONABLE LEVEL. THE FACILITIES WERE DEVELOPED BY VOLUNTEER COMMUNITY SERVICE GROUPS AND LOCAL TAXPAYERS SO PLEASE RESPECT THE EQUIPMENT, FACILITIES AND GROUNDS.
6. THE TENNIS COURT LIGHTS ARE CONTROLLED BY A TIMER AND THE PUSH BUTTON LOCATED INSIDE THE SOUTHWEST ENTRANCE. LIGHTS WILL STAY ON FOR ONE HOUR AND THIS TIME CAN BE EXTENDED BY PUSHING THE BUTTON AFTER 50 MINUTES. IF THE LIGHTS GO OFF, THEY HAVE TO RESET, SO THERE WILL BE A DELAY BEFORE THEY GO ON AGAIN.
7. WHEN YOU ARE FINISHED, TURN OFF LIGHTS IN SHELTER, CONCESSION STAND, BATHROOMS, VOLLEYBALL COURT AND BALL DIAMOND(S). LOCK ALL DOORS. DROP KEYS OFF IN SILVER LOCKBOX OUTSIDE OF VILLAGE OF FRANCIS CREEK OFFICE.

THANK YOU

VILLAGE OF FRANCIS CREEK REPRESENTATIVE

PARK USER

(Print Name)

(Print Name)

(Signature)

(Signature)

(Date)

(Date)

COVID-19 WAIVER

The Village of Francis Creek is encouraging you to follow CDC guidelines for the COVID-19 epidemic.

The Village of Francis Creek will not police these guidelines and will not be responsible for any violation of the guidelines by you or your party.

The shelters listed in the contract will be cleaned and disinfected before you arrive. The bathroom will also be cleaned and disinfected.

Please be prepared to disinfect the tables, countertops, etc before you leave the shelters listed. Please check the bathroom before you leave and clean up any visible messes.

We are living in unprecedented times!

Please initial this so we know that you are aware of these statements. _____

Date: _____

Thanks