

**ALL SAINTS PARISH
HOLY FAMILY HALL RENTAL CONTRACT**

THIS FACILITY RENTAL AND USAGE AGREEMENT (this "Agreement") is made and entered into on this ____ day of _____ of 20__ between All Saints Parish, Inc. (the "Owner") and

_____ and _____

(hereinafter the "User" or "Users") for the rental of Holy Family Hall, located at 136 E 3rd Avenue, Stanley, WI, 54768 (the "Hall").

USE OF THE HALL

Includes \$1,000,000.00 Diocesan Special Events Liability Coverage

1. The User(s) agree to rent the Hall on (date) _____ from _____ AM/PM to _____ AM/PM (the "Rental Period") for the sum of \$ _____.
 - a) **Hourly Rate:** \$25.00 per hour for currently registered members of All Saints Parish
 - b) **Hourly Rate:** \$50.00 per hour for all non-members of All Saints Parish
 - c) **Daily Rate:** \$750.00 for currently registered members of All Saints Parish.
 - d) **Daily Rate:** \$950.00 for all non-members of All Saints Parish.

Hourly Contracts (No Kitchen Access): To be paid in full at the time of signing the contract.

Daily Contracts: Full payment is required for any event booked less than 60 calendar days before the event. For events booked more than 60 calendar days prior to the event: If full payment is not made at the signing of this Agreement, a minimum \$250.00 down payment is required upon the signing of this Agreement and the remaining balance is due within **sixty** (60) calendar days.

2. If this Agreement is cancelled by User(s) more than **five** (5) calendar days after signing this Agreement, the entire down payment shall be forfeited to the Owner. Any cancellation by User(s) more than **sixty** (60) calendar days after signing this Agreement, the entire contract amount shall be forfeited to the Owner.
3. User(s) shall not sublet the Hall, transfer the use of the Hall for any event 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:

User(s) shall not alter or change the function for which the Hall is being rented without prior consent from the Owner.

5. 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. Janitorial service following User(s)'s Event.
6. 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.
7. **Hourly User(s)** may pick up the key for the Hall from All Saints Parish Central Office located in Holy Family Church (226 E 3rd Avenue, Stanley) one day prior to the Rental Period between 7:30 a.m. and 3:30 p.m., Monday through Friday, and shall return the key to All Saints Parish Central Office when event is over or the first business day following a Rental Period.
8. **Daily User(s)** may pick up the key for the Hall from All Saints Parish Central Office located in Holy Family Church (226 E 3rd Avenue, Stanley) two days prior to the Rental Period between 7:30 a.m. and 3:30 p.m., Monday through Friday, and shall return the key to All Saints Parish Central Office the first business day following the Rental Period.

DECORATIONS AND HALL SETUP

9. User(s) agree(s) to remove all decorations and personal items from the Hall by noon of the following day of the Rental Period and to vacate the premises at the conclusion of the event, 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, and any cars not removed by that time may be towed at the cost of the User(s) or car owner.
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, 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, 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.
12. 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.**

13. Portable trellises, draperies, or similar items, shall not be placed near the beer tap.
14. User(s) shall not remove Hall decorations when decorating.
15. User(s) may arrange the tables in the Hall however 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, unless there is need to clear the floor for dancing, at which point the tables and chairs must be returned to the storage area and placed on the proper storage carts. Tables and chairs may not be placed outdoors.
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 Premise. User(s) may have Event posted on Parish Hall sign near entrance to Holy Family Hall by notifying the Contact Person.**

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) may purchase any soda to be served at the event from any source they wish.
20. User(s) shall not sell alcoholic beverages without a valid license. User shall provide whatever cups and pitchers User(s) will need for beer, soda, or other beverages. User shall turn off the gas for the tap system at the end of the Event.
21. 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.)
22. If the User(s) and/or any Caterer use the Hall dishes, glasses, silverware, cookware, and cooking utensils the User(s) and/or Caterer will then be responsible for the cleaning of dishes, glasses, silverware, cookware, and cooking utensils.

CLEANUP

23. 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.
24. User(s) shall remove all garbage containing foods, liquids, or other perishables to the garbage dumpster at the Hall at the end of the Event.
25. User(s) is/are responsible for turning off all lights, closing and locking all doors, turning off any appliances, turning off any running water in the Hall and notifying the Contact Person before leaving at the end of the Event.

WAIVER AND INDEMNIFICATION

26. 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 fullest extent allowed by law.
27. User(s) further **AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER** from any loss, liability, damage, or costs, including court costs and attorney's 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.
28. **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) 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.

MISCELLANEOUS

27. 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.
28. 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.
29. 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.
30. The Contact Person for this Event is circled below:
- a. Pat Derks Home: 715-644-2196
 - b. Terry Karlen Home: 715-644-5100 Cell: 715-703-0946
 - c. Keith Plombon Home: 715-644-2166 Cell: 715-703-0520

If you (User(s)) are unable to reach the Contact Person circled, one of the others listed may be contacted for assistance.

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 # _____

Signature of User _____ Date _____

Print Name of User _____

Address: _____

Telephone # _____ Cell # _____

Owners Agent _____ Date _____

All Saints Parish, Inc., P.O. Box 125, Stanley, WI 54768.

AREA CATERERS

Latigo & Lace (Karen Anderson) 715-289-4444

Kathy's Diner (Kathy Reed) 715-289-3551

Village Haus Catering (Steve Pilgrim) 715-667-3663

Boyd Catering (Deb & Jeff Zais) 715-667-3354 or 877-401-1278

EVENTS COOKS

Marge Dressel 715-289-5238

Linda Kulesa 715-669-3552

Mary Fitzsimmons 715-644-5868

If User(s) and/or Caterer/Cook wish to have assistance with serving of the meal you may contact the All Saints Parish PCCW Circles. The PCCW ladies will assist with the serving for a charge of \$1.00 per plate.

ALL SAINTS PCCW

Holy Family Circle (Betty Straskowski) 715-644-2391

St Joseph Circle (Pam Dorn) 715-667-3352

St Rose of Lima Circle (Barb Peterson) 715-289-3160