

## **VILLAGE HALL FACILITY USE POLICY AND AGREEMENT**

### **VILLAGE OF PADDOCK LAKE**

#### **1.0 PURPOSE AND SCOPE**

1.1 This Facility Use Policy is designed to establish a formal policy for renting rooms within the Village Hall, use of Village Hall grounds and adjacent parking lot.

#### **2.0 DEFINITIONS**

2.1 "Non-profit Organization" a recognized Village based not for profit organization is an organization exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code (IRC) and has received a determination letter from the Internal Revenue Service (IRS). Such organizations are organized and operated exclusively for the following exempt purposes: religious, charitable, scientific, educational purposes, literacy, testing for public safety and fostering amateur sports competition.

2.2 "Village Resident" shall mean any of the following: a person owning real estate within the Village of Paddock Lake, a registered voter, a resident having a Wisconsin Department of Transportation photo identification listing residency in the Village of Paddock Lake.

2.3 "Home Owners Association (HOA)" shall mean a Village Board recognized and Kenosha County Register of Deeds recorded HOA having managing jurisdiction over a platted subdivision or recorded condominium declaration within the corporate boundaries of Paddock Lake.

#### **3.0 GENERAL**

1.1 The Paddock Lake Hall specified meeting rooms, equipment and utilities are available for rent and use by the Village residents, Village based non-profit organizations, government agencies, Village based and recognized Home Owners Associations (HOA), and charitable organizations, if the public use does not interfere with the normal operation of the Village business. Village government functions shall in all cases take precedence over all other activities at Village facilities.

3.2 The specified meeting rooms within the facility, when not being used by Village departments, Village Board, Village Planning Commission, Municipal Court and Commissions, shall be prioritized with other governmental agencies and courts, non-profit agencies and all other groups accordingly.

#### **4.0 AVAILBLE FACILITIES**

4.1 Designated meeting rooms, when not being used by the Village, may be reserved provided the requirements of the Facility Use Policy are met. The use of any other specified

area of municipal facility requires approval by the Building and Grounds Chairperson and/or designee.

\* Board Meeting Room (Capacity of 72)

\* South Administrative Conference room (Capacity 12)

4.2 Village Hall meeting rooms are available to **Village Residents** for private parties. Small non-profit, charitable organizations and governmental meetings are allowed with prior approval of the Building and Grounds Chairperson and/or their designee.

## 5.0 USER FEES

5.1 There is a flat room fee for usage of any space during business hours (8:00 am to 4:30 pm Monday through Friday). Events held outside the normal Village Hall business hours will be charged the flat fee plus cost of Village Hall attendant to be present. The attendant shall be a Village staff member and or a Village elected officials. There is no charge for the use of the facilities for the Village of Paddock Lake sponsored business functions or activities such as meetings, social events, parades, and Arbor Day activities.

Description	Rental Fee	Security and Cleaning Deposit
Rental fee during business hours No A/V equipment	\$50.00	\$50.00
Rental Fee during business hours including A/V equipment	\$75.00	\$50.00
Rental fee outside of business hours	\$50.00	\$50.00
Rental fee outside of business hours including A/V equipment	\$75.00	\$50.00
Governmental and non-profit Organization rental fee	\$0	\$50.00
Attendant (staff)	\$34.00 per hour	

5.2 Any resident/citizen of the Village of Paddock Lake 18 years of age and older may request the use of the Village Hall amenities through the Village Clerks office, 6969-236<sup>th</sup> Ave. Paddock Lake, WI 53168, 262-843-2713, or by visiting our website at [www.paddocklake.net](http://www.paddocklake.net).

The signed form is required to be returned to the Clerk's office prior to any confirmation of rental.

5.3 The Building and Grounds Chairperson and/or their designee shall approve or deny the request for use, if denied, the requester will be notified by the Clerk's office. If approved, the Clerk's office shall schedule the rental/event on the room's calendar, and notify the requester of the approval. Payments must be received at the time the room rental. Failure to pay in full may result in cancellation of the contract. All rental fees are non-refundable, unless due to maintenance or safety issues.

5.4 Special requests not addressed by this document must be submitted in writing to the Village Building and Grounds Committee for a determination. When a request has been granted and the user requests additional facilities or equipment following the initial requests, the Building and Grounds Committee retains the right to grant or deny the request.

## **6.0 GENERAL DEPARTMENT POLICIES**

6.1 No request shall be taken more than one year in advance of the date for use. no equipment or furniture will be available for rent outside the Village facility.

6.2 No admission fees, donations, contributions or any other fees shall be charged by the person or organization reserving the facility or equipment, or by any other person using the facility or equipment, unless prior written approval has been secured from the Village Board.

6.3 No merchandise of any kind may be bought or offered for sale within the Village Hall by anyone using the facility, unless expressly granted permission by the Village Board prior to the scheduled facility use or rental.

6.4 Gambling or raffle sales on Village property is prohibited without Village Board approval and only after presenting for review a State of Wisconsin raffle sales license.

6.5 Under no circumstances will advertising materials, including flyers, be distributed from Village facilities. Events advertised by mailed flyers, social media or print advertisement are required to list the Renter's phone number and address. Any publicity must include the statement: "This event is not sponsored by the Village of Paddock Lake." Publicity is not to include the Village of Paddock telephone number, address nor reference to the "Village Hall".

6.6 Permission to use the Village facility does not constitute an endorsement of a groups philosophies, policies, beliefs, mission statements, or goals. Events held in Village facilities do not reflect the views or opinions of the Village of Paddock Lake, its boards, commissioners, representatives and or staff.

6.7 All services provided by Village personnel shall be charged back to the person or organization using the Village services at a rate to be determined by the Building and Grounds Chairperson and/or their designee.

6.8 The person or organization using the Village of Paddock Lake Hall must provide its own supplies and make arrangements with its own vendors/ caterers to accept delivery. Neither the Village of Paddock Lake nor its agents or employees will accept, receive, or sign receipts on behalf of the person or organization using the facility.

6.9 It shall be the responsibility of the person or organization sponsoring an event to maintain the premises in a clean, safe, and sanitary condition during the rental and or use. the Village of Paddock Lake Building and Grounds Committee will have the appropriate number of trash and recycling containers available. Any materials of personal property or items of any nature whatsoever remaining on the premises after the duration of the use or rental shall be considered to be intended for discarding and/or other disposal by the Village of Paddock Lake. The person or organization using the facility waives any and all rights or interest it may have in such property. All grounds, facilities, furniture, and fixture shall be restored to their original condition, location and to the satisfaction of the Village Building and Grounds Chairperson, reasonable wear and tear is acceptable.

Any person or organization using the Village Hall Facility shall agree to a charge of fifty dollars (\$50.00) if the premises are not fully cleaned and restored to the satisfactory of the Village of Paddock Lake Building and Grounds Committee. This includes collecting all litter and refuse as well as placing all of it in trash cans provided.

6.10 In the event of damage to the property or facilities, the user shall be charged additional fees as determined by the Village Building and Grounds Committee Chairperson and/or their designee for restoration or repair of the property or facility.

## **7.0 FACTS ABOUT THE USE OF FACILITIES, EQUIPMENT AND UTILITES**

7.1 Neither the Village of Paddock Lake, nor the Building and Grounds Committee, or its employees, agents or officers are responsible for articles left, lost or stolen at any Village Hall facility.

7.2 All Village facilities and equipment shall be checked for obvious defects before using them. All defects should be reported to the Village staff immediately. The Village staff shall document any problems with equipment, furniture or facilities found at the rental site and report to the Building and Grounds Committee and/or their designee.

7.3 All questions should be addressed to the Building and Grounds Committee and/or their designee before renting the facilities.

7.4 Village Hall is a smoke-free environment.

7.5 No one reserving the Village Hall facilities for non-Village Hall related business or activities may carry in, serve or consume alcoholic beverages in the facility or on Village premises.

7.6 No weapons are permitted in the Village facilities, this includes concealed carry firearms, open carry firearms, knives or other weapons.

## **8.0 POLICIES REGARDING INDEMNIFICATION AND LIABILITY**

**8.1 Indemnification.** The person or organization requesting the use of the Village of Paddock Lake Village Hall facilities, equipment or utilities shall indemnify and hold harmless the Village of Paddock Lake, its agents, officers and employees, from any and all damage or liability whatsoever occasioned within the described premises by reason of any bodily injury or death of any person, or by reason of any damage to property of third persons occasioned by any act or omission, negligent or wrongdoing of the person or organization so using said premises, or any of its officers, agents, representatives, assigns, guests, employees, invites or persons admitted by the person or organization using said premises, and person or organization using said premises shall, at its own costs and expense, defend and protect the Village of Paddock Lake, its agents; officers and employees against all such claims and demands.

**8.2 Compliance with Laws.** No activities in violation of federal, state, or local laws shall be permitted on premises, and it shall be the responsibility of the person or organization using the premises to enforce this provision. No lewd or indecent actions, conduct, language, pictures or portrayals shall be included in the activities or events presented by the person or organization using the premises and nothing presented, used or sold that is contrary to law or prohibited by ordinance of the Village of Paddock Lake will be permitted.

**8.3 Security and Parking.** The person or organization using the Village Hall facility will provide adequate security. Fire lanes and parking lot access shall not be encumbered or blocked. All handicapped parking shall be accessible to disabled users. Users and guest shall not park vehicles in grass areas. Automotive parking shall be restricted to the 26 parking spaces provided in the Village Hall parking lot. Parking in the grass, on 236<sup>th</sup> Ave. or in the Paddock Lake boat launch parking lot is prohibited.

**8.4 Alterations to Facilities.** Alterations to any facility, furniture or fixtures shall prohibited. The person or organization using the facility shall not be permitted to permanently alter any furniture, facility or fixture and shall return said premises to their original condition at the conclusion of the event.

No tape, tacks, nails, screws, etc. may be used to affix any items or decorations to the building, its furnishings, fixtures or equipment.

All setup of furniture, equipment, fixtures, etc. will be approved by the Building and Grounds Committee and/or designated employees.

Applicant shall be present at all times while the Village facilities are being used.

Use of the Village of Paddock Lake Village Hall facilities, equipment or utilities does not authorize any person to disturb the equipment, historical displays, fixtures, furnishings or other materials not specifically intended for use.

8.5 No Joint Venture Created. It is specifically understood and agreed that the use by a person or organization of the Village of Paddock Lake Hall facilities shall not be constructed to create or be evidence of a partnership or joint venture between the person or organization using the facilities, and the Village of Paddock Lake, Building and Grounds Committee, employees; and that all parties are individually responsible for their respective debts and financial obligations. The person or organization using the Village of Paddock Lake Hall facilities shall not make representations to any other party contrary to term of this paragraph.

## **9.0 FACILITIES RENTAL**

9.1 The Village reserves the right to refuse or cancel any and all reservations without providing any other accommodations in the event the facility is needed for government purposes, or if the facility becomes unavailable due to unforeseen circumstances, maintenance, or safety issues. All fees collected will be refunded.

9.2 A group or person may not assign or transfer its reservation or use to another group or person.

## **10. CANCELLATION**

10.1 In the event of cancellation, a three-day advance notice to the Village is necessary to avoid assessment of additional costs due to staffing.

All exceptions to this policy must be approved in writing by the Village Board.

Boat launch parking lot North of Village Hall shall not be used as part of the Village Hall rental.

VILLAGE OF PADDOCK LAKE  
MUNICIPAL BUILDING RENTAL APPLICATION

I/We \_\_\_\_\_ herby make application for rental of the  
Paddock Lake Municipal Building \_\_\_\_\_, or Ball Diamond Park \_\_\_\_\_ (check one or both)

Date(s) Requested \_\_\_\_\_

Number of People Attending \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Name of Organization (if applicable) \_\_\_\_\_

Copy of IRS 501 (C) (3) Declaration letter \_\_\_\_\_

Nature of Use (circle one): Private/Social Business/Commercial/Government Non-Profit

Village Resident: Yes \_\_\_\_\_ No \_\_\_\_\_, Copy of Wis. I.D. required.

Activity to be held at the building/park \_\_\_\_\_

Contact Person(s): \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Work Phone: ( ) \_\_\_\_\_

Cell Phone ( ) \_\_\_\_\_ Email Address: \_\_\_\_\_

I acknowledge that I have read and understand the Village Building and Grounds Facility Rental Policies and Procedures attached and agree to the terms, conditions and charges set forth herein.

I further release and hold harmless Paddock Lake and/or its agents from all damages and/or injuries or deaths as a result of this agreement and guarantee payment for all damages in excess of the deposit.

NO SMOKING inside the Municipal Building is allowed  
NO WEAPONS OF ANY TYPE are allowed in the Municipal Building.

ACCEPTED AND AGREED: \_\_\_\_\_ DATE \_\_\_\_\_

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

OFFICE USE: Date Received \_\_\_\_\_ Payment received \_\_\_\_\_ Deposit Received  
\$ \_\_\_\_\_ Staff Member \_\_\_\_\_ Building and Grounds Approval \_\_\_\_\_  
After event inspection results \_\_\_\_\_