

Application For Use Of effective _____/_____/_____

between

Town of Ogema
(property owner)

and

(Sponsor, person, company, organization hereinafter known as User)

Respect and take good care of our property and leave
it in as good of condition as it was before you used our
property.

Thank you

Town of Ogema

Application For Use Of: Town Hall



G E M S - P A K



APPLICATION FOR USE OF. This form to be filled out each year.
 Date this Application is effective: / /

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|--|--|------------------------------|
| Individual in charge of event & Phone - Fax - Email | (hereinafter called User) | Phone #: |
| | | Fax #: |
| | | Email: |
| Person or Company sponsoring event | (hereinafter called User) | PO BOX: |
| Street address | | Phone #: |
| City-State-Zip | | Fax #: |
| Communication info | Email: | Website: |
| How are you organized? | <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other - explain: | |
| User to describe all activity(ies) that will take place while using our property: | | |
| Dates User is using facilities: Deposit = see below | <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly Beginning Date: _____ <input type="checkbox"/> Other - list dates: _____ Ending Date: _____ | Est # people expected: _____ |
| INSURANCE: Does User have insurance policy to cover User events? | <input type="checkbox"/> Yes If yes, attach certificate of insurance. The certificate of insurance <u>must</u> show User has coverage at least for the following four policies: 1) General liability including products & completed operations 2) Auto liability 3) Worker compensation to show coverage for your employees or sub-contractors If limits for the above are less than \$1,000,000, then User <u>must</u> also provide 4) Umbrella liability to cover 1, 2, 3 above This must be done as soon as possible and in no event less than 45 days in advance. Failure to provide above may cause us to deny User the use of our property. <input type="checkbox"/> Certificate of Insurance is to name the property owner as an additional insured. User agrees to have this done. <input type="checkbox"/> No If no, how does User expect to pay the bills or defend User, if anyone is injured or property is damaged while conducting User activities on our property or using our equipment? | |
| ALCOHOL: Will alcohol be consumed during User event: | <input type="checkbox"/> Yes, If yes, does User have insurance policy provide liquor liability? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state this in the certificate of insurance. <input type="checkbox"/> No, If no, how User expect to pay the bills or defend User if anyone is injured or property is damaged as a result of User's activities on our property if alcohol is involved? | |
| SMOKING: | <input type="checkbox"/> This property is a non-smoking facility. User is responsible to see that anyone does not smoke. If User fails to stop anyone from smoking User agrees to pay the amount we bill User to clean up the smoke order. <input type="checkbox"/> Smoking is allowed on this property. | |
| SECURITY: | Who is responsible for providing security during User event? <input type="checkbox"/> User or Sponsor <input type="checkbox"/> Property owner Name of security service: | |
| MEDICAL SERVICE: | Who is responsible for providing medical service during User event? <input type="checkbox"/> User or Sponsor <input type="checkbox"/> Property owner Name of emergency medical service: | |
| RENTAL RESERVE DEPOSIT: | A rental deposit is required to reserve the building. The rental fee is \$ _____ payable upon signing this form. If User cancels and no one takes and pays for the date User reserved, the rental fee will not be return. | |
| CLEAN UP DEPOSIT and DAMAGE DEPOSIT: Of which, part or all may be refunded if clean up is acceptable to property owner | Clean up and damage deposit is \$ _____ Clean up must begin immediately after User event and be completed within 24 hours after User event. Does User agree to the following: <input type="checkbox"/> Yes <input type="checkbox"/> No Clean up inside and outside, including cigarette/cigar butts, after User event to our satisfaction. <input type="checkbox"/> Yes <input type="checkbox"/> No If User fails to clean up to your satisfaction after User event property owner may do so or hire it down and User agrees to pay the cost of doing so. <input type="checkbox"/> Yes <input type="checkbox"/> No To pay whatever User's insurance company does not pay for any bodily injury, property damage or other costs relating to User event. | |
| KEY DEPOSIT, if any <input type="checkbox"/> Does apply <input type="checkbox"/> Does not apply. | Key deposit fee is \$ _____ The building is to be locked at all times except during User event. User is responsible for any vendors that deliver or pickup any products to the building for User's event. User is to return the key within 24 hours after User's event undamaged. | |

Personal Property

| | |
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| Responsibility: Personal Property | Who is responsible for our equipment while is in transit? <input type="checkbox"/> owner of property <input type="checkbox"/> User (This includes from the moment it leaves our premise until it is returned to our premise.) |
| | Does User agree to return our equipment in the same condition as it was when it left our premise? <input type="checkbox"/> yes <input type="checkbox"/> no User is to look over our equipment prior to leaving our premise and inform us if there is anything wrong with the equipment. If not, User agrees to repair any faults or damage. |
| | Will our property be used for any illegal activity <input type="checkbox"/> No <input type="checkbox"/> Yes, If yes, our property will not be available to User. |
| Subletting or Assignment | User shall not and agrees not to sublet or assign without written permission from owner of property. |

Other agreements or stipulations: None See below

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| Is User 18 years of age or older | <input type="checkbox"/> Yes <input type="checkbox"/> No (must be 18 years of age or older to sign this form) |
| <p>While using our property or having our property in User's care custody or control, User agrees to hold harmless our entity or organization and its members, representatives or governmental entities associated with us for any injuries or property damage. If we are named in a lawsuit due to injury or property damage while our property is being used by you or while in your care, custody or control, you agree to pay any legal fees, fines, or awards we may sustain. You agree to pay us the cost of repairing or replacing our property if damaged while User is using our property or while it is in User's care, custody or control. If we incur legal expenses to enforce this agreement User agrees to pay for all our legal fees. Any changes to this agreement must be in writing and initialed by Owner and User.</p> <p>User signing this application for use of form warrants the information User provided in this applicant for use of form is true and agrees to the items stated herein. User warrants User is authorized to enter into this agreements set forth herein on behalf of the User.</p> | |
| Print Name of USER in charge of event followed by signature | I warrant the information I have given is true and agree to items stated in this form. User Print: Signature> |
| Print Name of USER sponsoring the event in our property that is being used; followed by signature | I warrant the information I have given is true and agree to items stated in this fo m. User Print: Signature> |
| Print Property owner or authorized representative followed by signature | Print: Signature> |
| Date: | |

This applicant for use of shall be governed by the laws of the State of Wisconsin.

Keep copies for 3 years. (Local government approves by issuing a permit signed by clerk)

Fill out and sign the hold harmless agreement form on page 4. Keep copies for 3 years and send copy to your agent.

**GENERAL RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of access to and participation in _____ (the "Event")
Held on property owned by Town of Ogema (the "Host"),
at W5039 Holmes Street, Ogema, Wisconsin 54459 [the location]
on or about _____ [dates],

EACH OF THE UNDERSIGNED (the Property Owner and/or Person requesting favor and/or User), for himself/herself, his or her personal representatives, heirs, and next of kin:

1. HEREBY WARRANTS AND REPRESENTS that: (i) he or she understands that the particular activities which he or she may undertake, or request or authorize the Host to undertake, (the "Activities") take place in an environment that may be hazardous and which may present a significant of physical harm or even death and property damage; (ii) he or she understands that there are significant risks associated with participation in the Event and the Activities, including by way of example the possibility of serious injury or death and property damage caused by accident, injury, property damage, or exposure to hazards; (iii) he or she understands that the Activities may or may not be supervised in their entirety by the Host's employees or agents; (iv) he or she understands that emergency care may not be immediately available in the event of an injury or health event during the Activities at the Event. _____ [initial]

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Host or any subdivision thereof, it sponsors, directors, officers, agents, volunteers, trustees and employees; and its member towns, villages, cities, and their respective board members, trustees and common council members, agents, employees and volunteers, all for the purpose herein referred to as "Releases," FROM ALL LIABILITY, TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES OCCURRING WHILE AT THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASES). _____ [initial]

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST he or she may incur arising out of or related to THE ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES). _____ [initial]

4. HEREBY ACCEPTS THE RISK AND ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to THE ACTIVITIES whether caused by the NEGLIGENCE OF RELEASEES or otherwise (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES). _____ [initial]

5. HEREBY acknowledges that prior to signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, he/she had the opportunity to contact a representative of the Host to discuss and/or bargain regarding any terms set forth herein. _____ [initial]

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANCIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GURANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNDCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I HEREBY AGREE THAT ANY ACTION TAKEN BY THE HOST NOT BE CONSIDERED AN INTENTIONAL ACT).

[Print name of person requesting favor or user]

[Signature of person requesting favor or user] [Date]

[Print name of]

[Signature of] [Date]