

MILWAUKEE COUNTY WAR MEMORIAL CENTER FACILITIES RENTAL CONTRACT

This Facilities Rental Contract ("Contract") is made by and between Milwaukee County War Memorial Center ("Center") and the party identified in Section 1 below and throughout the remainder of this Contract as "Organization" as of the date of final signature below.

RECITALS

- A. Center engages in renting certain facilities (each, a "Facility") within the Milwaukee County War Memorial Center ("Building") located on certain real estate at 750 North Lincoln Memorial Drive, Milwaukee, Wisconsin ("Property") for events such as that planned by Organization.
- B. Organization desires to rent a Facility from Center as identified in Section 1 below and on the other terms and conditions of this Agreement.

AGREEMENT

Center and Organization agree as follows:

The following basic terms as used in this section and throughout this Contract are as defined below.

1 **a. Organization** The organization intending to rent the facility is:

Name of Organization:

Contact Person:

Address:

Phone:

Email:

b. Event:

Date:

Hours:

Facility Reserved: Memorial Hall

Facility Capacity: 260

Type of Event:

Category:

c. Fees:

Facility Rental Fees: (Items listed below are due regardless of whether or not used).

You must use a caterer from the list of approved caterers for food and/or bar service. Linens and china should be secured through your caterer. Parking and catering are not included in facility rental fee. Sales tax is not included in facility rental fees and will be added to final invoice when applicable. Users claiming an exemption from sales tax must provide a Sales and Use Tax Exemption Certificate and/or Certificate of Exempt Status.

Special Event Parking Rates will be in effect during Lakefront Festival of the Arts, Summerfest, when other lakefront festivals occur, and at the War Memorial's discretion.

\$1,000.00 non-refundable, non-transferable deposit and signed contract is due by 4:00p.m. on:

Credit card payments add 2.5% surcharge, \$25.00 plus \$1.40 sales tax, total \$1,026.40

Agreed to by _____(initials)

d. Center Notices

Milwaukee County War Memorial Center
750 North Lincoln Memorial Drive
Milwaukee, WI 53202

Attn. David J. Drent, Executive Director
Telephone No.: (414) 273-5533
Facsimile No.: (414) 273-2455

Organization shall immediately advise Center of any changes in the above information or any other information given to Center relative to the Event. If Center is unable to contact Organization through the contact person identified above, Center shall have the option to consider the Event cancelled. Organization shall inform Center of any change in its address, telephone number or other contract information within 10 days of any change, but in no event later than 30 days prior to the Event.

2. Payment. Organization shall be responsible for making the advance \$1,000 nonrefundable deposit for the Event and all services contemplated hereunder unless credit has been previously established to the satisfaction of Center. Said deposit applies to the balance which is due 90 days prior to Organization's scheduled event. If rental fees are less than \$1,000, full payment is required with contract. 100 percent of the anticipated total cost must be paid no later than ninety (90) days prior to the Event. If the Event is cancelled with less than 90 days prior notice, Organization shall be responsible for the full amount of charges, including commissions and other fees. **If payment is made less than 15 days prior to the scheduled Event, payment must be made by cash, certified check, money order, or cashiers check.** If Organization has established credit with Center, an invoice for facility rental fee, special service charges or other incurred expenses shall be mailed approximately 15 days following the Event. Payment is due within 10 days of the date of invoice. All checks shall be made payable to "War Memorial Center." All deposits are non-refundable and non-transferrable. The advance deposit identified in Section 1 is required within 10 days of Organization's receipt of this Contract for its signature. Failure to return the Contract and required payment within such 10 days shall render this Contract terminable at Center's option. **NOTWITHSTANDING ORGANIZATION'S TIMELY RETURN OF THIS SIGNED CONTRACT WITH THE REQUIRED DEPOSIT (as stated on page 1, c.), THIS CONTRACT SHALL NOT BE BINDING UNTIL ACCEPTED BY CENTER AS EVIDENCED BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE.**

3. Setup. A minimum of 15 days prior notice is required from Organization to Center regarding Center's intended physical setup for its Event. If notice is not timely received, Center will perform setup in the manner most reasonably considered by Center as suitable for Organization's Event. Organization is required to follow all Center decorating policies. All decorations and use of candles or similar devices must be pre-approved and in full conformance with fire and building regulation. All decorations must be removed immediately after the Event unless otherwise prearranged. Center is not responsible for any equipment left after the Event and any such equipment may be removed by Center with expense incurred by Center due and payable within three days of demand from Organization. Center will provide a copy of its decorating policy to Organization upon request. No equipment or furnishings may be moved into the Facility or on the Property without the prior approval of Center. Upon request by Organization, Center shall provide advance announcement on its bulletin boards of Organization's Event pursuant to Center's usual and customary practice. Rental of the Facility includes tables and chairs for groups of 260 and under. Initial set-up of tables and chairs by Center is included in rental rate. Unless otherwise previously approved in writing by Center, Organization is limited to 2 hours prior to its Event for all setup and decorating and one hour after the event for teardown as included within the rental rates specified in Section 1. Additional setup, decorating and teardown time from Center may be available for an additional fee. Availability of such additional time is based upon Center's schedule and available personnel for such additional setup or teardown. Any additional equipment, (e.g. tents, audiovisual, lighting, decorative props, etc.) either brought in by Organization or by any vendor contracting with Organization must be pre-approved in writing by Center. Center reserves the right to restrict equipment brought in for any Event. Organization acknowledges and agrees that all equipment or other property brought into the Facility incident to Organization's Event must be fully insured by Organization. Organization fully and forever releases Center and Milwaukee County from any liability for personal property owned or all equipment or other property brought into the Facility or Property by Organization.

Agreed to by _____(initials)

4. Food and Other Vendors. If any food is served during the Event, Organization shall choose a caterer from Center's approved caterer list. All food shall be served pursuant to Center's catering policy which is available upon request. No vendor or resale firm shall be permitted at the Event without prior written approval by Center. Center reserves the right to condition such approval on collecting commissions from outside vendors on sales made during any Event.

5. Alcoholic Beverages. If alcohol is to be served at the Event, Organization agrees to be bound by the alcoholic beverage service policy of Center and that all alcoholic beverages must be served by a vendor from the approved caterers list. Center's alcoholic beverage service policy is available upon request by Organization. Neither Organization or any guest or other invitee of Organization may bring any alcoholic beverages into the Facility or on the Property. To the extent any attendee of the Event attempts to bring alcohol onto the Property, Organization shall be responsible for removing such person or persons. Alcoholic beverage service must close a minimum of one-half hour prior to the end of the Event.

6. Dances. Only wedding receptions or dances sponsored by a chartered or registered non-profit veteran, civic, cultural or educational organization, or for an Event where proceeds are designated for the development of an organization or charity shall be permitted in any Facility operated by Center. No public dance shall be permitted. Music at any dance or other event may not continue beyond Midnight or scheduled end time, whichever comes first, on the date of the Event unless permission for an extension has been granted in advance by Center. Center reserves the right to prohibit explicit, offensive, or inappropriate music during Event.

7. Liability: Indemnity. Organization shall indemnify and hold Center and Milwaukee County harmless from and against any and all damage, injury, or liability incurred by person or property relative to Organization's Event. Center employees are empowered to expel persons from the Property where improper conduct is displayed. Organization assumes all responsibility for the proper conduct of Event attendees. Organization acknowledges that all outdoor events are subject to potentially adverse weather. No refund of fees will be made if Organization elects to cancel because of adverse weather. Center is not responsible for any lost or stolen items from the parking areas or other portions of the building or Property. Organization shall adopt proper safety precautions, take good care of the Facility, and insure that no damage is done to same. At the end of the Event, the Facility shall be returned in the same condition as existed immediately prior to Event. Any damage caused by Organization or its invitees shall be paid by Organization to Center within two business days of Center's demand. In no event shall Organization sublet or assign its rights under this Contract.

8. Force Majeure. If Center is unable to perform under this Contract due to weather, flood, fire, disaster, or other cause beyond reasonable control of Center, then, at the option of Center, this Contract shall be cancelled. In no event shall Center be responsible for any incidental or consequential damages sustained or alleged to have been sustained by Organization by reason of cancellation for causes beyond the reasonable control of Center.

9. Outdoor Receptions/Noise Ordinance: Outdoor receptions may take place on any day of the week, however music volumes must adhere to the following:

- No person shall use or operate any radio, phonograph, musical instrument or other mechanical, electrical sound making, reproducing or amplification device so as to be heard at a distance greater than fifty (50) feet from the above-described instrument or device, radios or phonographs. (Milwaukee County Ordinance 47.022)
- Amplified Sound must be directed to the East.
- Sunday – Thursday music must be complete by 9:00pm
- Fridays and Saturdays, music must be turned down to a reasonable level after 9:00pm. Reasonable level to be determined by War Memorial Center Staff.
- Center prohibits amplified sound that contains profane, vulgar or violent language, and/or racial slurs. Failure to comply will result in War Memorial Center's right to shut down amplified sound.

Agreed to by _____(initials)

10. Miscellaneous.

a. The individual or individuals signing below on behalf of Organization hereby warrant and represent to Center that he/she/they are duly authorized to bind Organization to this Contract.

b. This Contract and policies and other documents referenced herein represents the entire understanding between Organization and Center relative to the subject matter hereof.

c. Any sum of money due from Organization to Center which is not timely paid shall accrue interest at a rate of four (4%) percent above the then publicly announced prime rate. If either party brings any action to enforce this Contract or any term or condition hereof, the prevailing party in such action or proceeding shall be entitled to recover from the non-prevailing party, all of the prevailing party's costs and expenses including without limitation reasonable attorneys' fees.

d. Checks returned for non sufficient funds will incur a processing charge of \$25.00.

e. This Contract may be amended to include additional rental items only by written agreement of the parties listed below.

f. Cancellation is only granted after receiving written notice of cancellation to the Center, and organization receives written receipt of cancellation from Center.

This Contract is deemed binding as of the date of Center's acceptance as evidenced by signature hereto of its authorized representative. A signed copy of this contract will be sent to Organization.

Organization:

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Center:

Milwaukee County War Memorial, Inc.

By: _____

(sign)

By: _____

David J. Drent, Executive Director

Name: _____

(print)

Date: _____

Title: _____

Date: _____

I understand and agree to abide by the Center's payment/cancellation, food and beverage service, parking, and decorating policies. ___ *(initial)*

Agreed to by _____(initials)