

Memorial Hall Agreement

This Memorial Hall Rental, Reservation, and Release are made this _____ day of _____, 2018 by the undersigned. Herein referred to as "THE RENTER"

Renter's Name(s): _____ Contact Number : (____) _____

Email Address: _____

Alternative Contact Name: _____ Number: (____) _____

Renter's Address: _____ City: _____ State: _____ Zip Code: _____

Purpose: _____ Number of Guests: _____

Rental Date: _____

Please Make Check(s) Payable to the City of Wilton.

The Renter agrees to pay and understands that s/he will be solely responsible for all items within the Memorial Hall. If any items are missing or broken the Renter is responsible for paying to replace the item(s) at a cost that the City of Wilton sees reasonable. Any additional fees incurred by either party will be the responsibility of the RENTER to pay. You release the City of Wilton and its employees from any injury to self or your guests during your event. * Please note: If any of your checks are returned for any reason, you will be assessed a fee of \$40.00 per check. This may be deducted from your security deposit without notice. The undersigned Renter hereby agrees, by signature to the conditions of Memorial Hall Rental, Reservation, and Release Policy:

Renter Signature: _____ Date: _____

The City of Wilton Rep: _____ Date: _____

Security Deposit amount: \$ _____ (\$150.00)

Cash Check Credit Card

Check number: _____ Date received: _____

Date returned to renter: _____ Amount returned: \$ _____

Hall rate \$ _____

Discount _____

TOTAL: \$ _____

Total space(s) rented;			
Complete Hall	yes/no		(\$250.00)
Main Area Only	yes/no		(\$100.00)
Kitchen Only	yes/no		(\$100.00)
Back Room Only	yes/no		(\$ 50.00)

Total Rental Fee \$_____

Discount Description: _____

121 Dakota Avenue, Wilton, ND 58579. Phone: (701) 734-6707 Fax: (701) 734-6708

Email: wiltonnd@bektel.com.

Rental & Reservation Policy:

Making a reservation

1. No reservations will be taken, tentative or otherwise, by telephone.
2. A \$150 security deposit is required at the time the reservation is made. Two checks will be made out, one for the deposit and one for the rental.
3. Full payment of the rented hall is due within 30 days of the rental date.
4. Applicants must be at least 18 years of age. Proof and proper identification will be required.

General Information

1. The time of use for the user group must run consecutively from 12:00 am to 11:59 pm. Set-up and cleanup shall be done within the hours rented. No early admittance or next day cleanup will be allowed.

Refunds will not be given for hours not used.

Renters will be charged or a reduction in their refund will occur if the user group accesses a facility earlier than or remains later than the time represented on this agreement.

2. Groups are responsible for their own set-up and cleanup including tables and chairs being put away. Failure to do so will result in the forfeiture of the \$150.00 deposit.
3. Alcoholic beverages are permitted with consent from the City Commissioners (Special Occasion Liquor Permit). Prior arrangements must be made with the City of Wilton Representative for this permit. The permit and the person who signed the permit must be present throughout the entire event and must have security present. The permit must be posted in the designated location in the facility during the event. The permit number must be provided to the City of Wilton Representative at least 2 weeks prior to use. Caterers may post their Class I license in lieu of the User Group obtaining a Banquet Permit. A Special Occasion Liquor Permit can be obtained from the City Auditor.

4. The following is strictly prohibited:
 - a. Use of illegal drugs or controlled substances.
 - b. Lewd or immoral conduct.
 - c. Rowdiness, brawling or fighting.
 - d. Gambling.
 - e. Sale of liquor or consumption of liquor by minors.
 - f. Excessively loud noise or music.
 - g. Smoking is prohibited in facility.
5. Limit the number of guests to 250 (per fire code).
6. Renter must be present during the entire time of the rental.
7. The City of Wilton staff assumes no responsibility for renter's or guest's property prior to, during, or following any function or event.
8. Must abide by all property policies, local ordinances, county, and state laws.
9. Renter shall be responsible for informing his/her guests of all the policies.
10. In consideration of receiving permission to use Memorial Hall for the purpose herein above described, the under signed hereby RELEASES OWNER, EVENTS MANAGER, AND ANY RELATED OR AFFILIATED COMPANY, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (the "Release's") OF AND FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER, INCLUDING ACTIONS BASED ON NEGLIGENT CONDUCT OF THE RELEASES ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE UNDERSIGNED, OR ANY OF HIS OR HER INVITED GUESTS WHILE IN MEMORIAL HALL.

NOTICE: THE CITY OF WILTON STAFF RESERVES THE RIGHT TO TERMINATE ALL PARTY ACTIVITY FOR ANY REASON, AT ANY TIME. FURTHERMORE, THE ENTIRE MEMORIAL HALL SECURITY DEPOSIT WILL BE FORFEITED IF THE POLICE ARE CALLED TO CONTROL THE PARTY.

Cleaning Agreement

1. Memorial Hall will be inspected by the City of Wilton Representative or designated personnel prior to and after use to check for cleanliness, damage or loss of equipment. This includes restrooms, kitchen areas, and parking areas.
2. All furnishings must be returned to their original arrangement. The user group will be responsible for all damages, loss of equipment and lack of cleanliness.
3. Remove personal belongings; no next-day pickup is allowed.
4. Tables and chairs of the facility need to be wiped down and put away.
5. All tabletops, sinks and countertops must be wiped down. All dishware must be PUT AWAY, renters are subject to a fee to be taken out of the \$150.00 security deposit if dishes are not cleaned and put away.

All lights must be turned off, and screens and windows closed. The RENTER is responsible to make sure the doors are locked as they leave.

6. Garbage: Memorial Hall provides garbage cans and a dumpster in the rear of the building. RENTER must remove bagged refuse to the exterior dumpster.

The RENTER is responsible for communicating this to all guests and those companies affiliated to the RENTERS event.

1. If the facility is not clean based on these terms and conditions, the security deposit will not be returned. Any damages will be assessed and charged to the RENTER.

Security Deposit

1. By signing this Agreement, The RENTER agrees to pay for any damage exceeding the original security deposit paid at the time of application. This is payable within thirty (30) days after the event, and a \$25.00 late fee will incur each day thereafter.
2. The security deposit will be returned within thirty (30) days following your event, via the U.S. Postal Service, on the condition that the rented facility and/or equipment was left in satisfactory condition according to the terms and conditions of this Agreement.

Cancellation Policy

1. If you notify us in writing of your cancellation thirty (30) days or less prior to your event you will receive 50% of your rental fee.
2. Security deposits are fully refundable.
3. Please notify us in writing of any changes or cancellations at least thirty (30) days prior to your event. Cancellations by phone will not be accepted and you will still be bound to your agreement.

Parking

Street parking is available around Memorial Hall for your guests. Your guests may not park in the alleys, block a residential or business driveway, or park in retail parking during the event. Please ask the City of Wilton Representative for more parking information.

Heating and Cooling System

Memorial Hall is equipped with an air conditioner. The heat controls are set at 68 degrees. The air conditioner is set at 72 degrees. Please keep all doors and windows closed. Please refer to your Memorial Hall Representative with any questions.

Set-up and Tear-down

1. "Set-up" and "Tear-down" shall include the use of the facilities for moving in and out equipment, and preparation and cleanup of the facilities for the event. Time required for set-up and tear-down must be included in the rental period; facilities will not be available prior to the start time indicated in the Rental Agreement.
2. Vehicles involved with the set-up and tear-down cannot block traffic and cannot park in front of Memorial Hall during the event. Service and event vehicles need to park in the rear of the building or further down once they have unloaded. The City of Wilton Representative will show you where those vehicles are permitted to park.
3. You may not remove items from the building that belong to the Memorial Hall or the City of Wilton Community. This includes: electronic equipment, kitchen or food/beverage items, furniture, linens, and any décor that belongs to the building or its staff.

Decorations

1. No nails, tacks, staples, adhesive tape, duct tape, glue, or anything that penetrates the walls or floors should be used in the facility. Reusable putty or museum putty can be used for decorating purposes and must be removed from the surface at the end of the event.
2. Throwing rice, birdseed, or confetti inside or outside the facility is NOT permitted.
3. Candles permitted only in votives or enclosed containers. Please be careful when placing candles on and around buffet tables.
4. Any third-party rental items must be removed from the facility immediately following the event unless alternative arrangements are made.
5. Tablecloths or place mats are required on all tables in the facility. Tissue and paper table cloths are allowed.

Telephone

1. A courtesy phone is available in the main hall for you and your guests to make local calls only.

Kitchen and Dining Area

1. The Kitchen shall be left in its original condition.
2. The facility does NOT supply any of the following items: beverages, food, condiments, table linens or towels for cleaning.
3. All garbage, food and beverages must be removed from the facility following the event.
4. The commercial type kitchen is well equipped to handle catering requirements.

Reservation of Rights

The City of Wilton reserves the right to cancel agreements for non-payment, or for non-compliance with any of the rules, terms, and conditions set forth in this Agreement. The parties agree that this Agreement will be governed by the laws of the state of North Dakota, without regard to its choice of law provisions. The parties

consent to the exclusive jurisdiction of and venue in the state and federal courts of McLean County, North Dakota. Renter agrees to pay reasonable attorney's fees and expenses associated with collection of any unpaid bills.

Emergency Phone Numbers:

- 911 for police, fire & rescue or ambulance service.
- Number for the Memorial Hall: 701-734-6524 (Local Calls Only)
- Wilton City Office: 701-734-6707

Cleaning Requirements

Cleaning towels are **not** provided by the City of Wilton.

1. Wipe down all tables and chairs
2. Rack all tables and chairs
3. Sweep floors:
 - Main area
 - Back room
 - Kitchen
 - Bathrooms
4. Mop floors:
 - Main area
 - Back room
 - Kitchen
 - Bathrooms
5. Take garbage's to dumpster in alley:
 - Main area
 - Back room
 - Kitchen
 - Bathrooms
6. Boxes must be broke down before throwing in dumpster
7. Put new liners in garbage cans
8. Clean toilets
9. All dishes need to be washed, dried and put away
10. Wipe down inside and outside of oven (if used)
11. Remove grill vent filters and clean them. Wipe down filter frame. (If used)
12. Empty Fridge/Coolers
13. Wipe down counters and sinks in the kitchen and bathrooms
14. Make sure sound system is off and unplug from wall
 - Microphone should be inside of the cabinet
15. Any item used during the event needs to be cleaned and put away.
16. Pick up any garbage on the ground out side of the building
17. Set heater to 68° in the winter and air conditioner to 72° in the summer
18. Turn off all lights
19. Make sure all windows and outside doors are closed and locked.

Failure to clean the Memorial Hall will result in the forfeiture of the entire security deposit.



Sheriff's Department McLean County



State of North Dakota

Jerry "JR" Kerzmann, Sheriff

PO Box 1108
709 6th Ave.
Washburn, ND 58577

Phone: (701) 462-8103
Fax: (701) 462-3441

Special Events that Require Security:

Please contact Deputy Glenn Wiest with the McLean County Sheriff's Department, at 701-462-8103. Glenn Will be able to coordinate security for the event(s). If Glenn is unavailable please contact Admin Assistant Casey Howe at 701-462-8103.

When requesting special event security, please give an advance notice due to scheduling purposes. The hourly rate is \$50.00/hour. When requesting this please let the department know how many hours you will be needing security. Mileage may be charged if the deputy is driving a personal vehicle from the other end of the county to cover an event. This rate will be in accordance with the County's rate, \$0.56 per mile.


Sheriff JR Kerzmann

October 10th 2016