

Village of Kimberly
Terms of Rental, Hold Harmless Clause, Liquor Liability & Clean Up List

TERMS OF RENTAL

Keys: Keys must be picked up the business day prior to the event. You are responsible for the key, and it must be returned in order to receive your security deposit back.

Reservation of Facilities: Reservations are on a first come first served basis in that the person who has the rental fee and a signed agreement on file first will have the confirmed reservation. Reservations are to be made a minimum of two (2) days (48 hours) and a maximum of eleven (11) months prior to the event. Reservations are made at the Village Hall, Monday thru Friday 8:00am to 4:00pm (788-7500). **The contact (renter) of the facility MUST be on the premises during the entire event.**

Dates/Hours of Availability: The Municipal Center will be available between 8:00 am and 1:00 am, seven (7) days a week. The maximum rental period is from 8:00 am to 1:00 am. The facilities will be closed on December 24 and 25 of each year.

Cancellations: Penalties for cancellations are as follows:

0 – 7 days prior	100% forfeiture
8 – 14 days prior	75% forfeiture
15 – 27 days prior	50% forfeiture
28 – 42 days prior	25% forfeiture

Security Deposit: A security deposit shall be held at the Village Hall prior to receiving a key to the facilities. The deposit will be returned IF the key is returned and the facility is left in clean condition with no damage. The return of a security deposit is on an “all or nothing” basis.

Music: Amplified music and dancing are prohibited.

Cleaning: All cleaning is to be done immediately after the conclusion of an event. Affixing anything to the walls or ceiling with staples, nails or other fasteners is NOT permitted. A \$5.00 fee will be charged for each nail or tack hole. Any decorations or items you bring into the facility must be properly disposed of. Confetti is strongly discouraged.

Alcoholic Beverages: Alcohol may be consumed on the premises by adults of legal drinking age only. Lessee must read and adhere to terms of “Liquor Liability and You.”

Security: All groups are responsible for the contents and security of the building. Opening and closing the building securely will avoid cost of damages to the user from vandalism. The Village recommends that evening groups lock all doors after everyone arrives for security while in the building.

Smoking: Smoking is not allowed in any part of the building.

Village of Kimberly Organizations: Village charitable, civic and service groups are welcome to use the Municipal Center for club functions at no charge by completing an annual permit in the Village Hall. These groups are still expected to follow the same rules and regulations as paying groups. 50% of the groups participants must be Village residents.

Equipment: Tables, chairs and other equipment are not to be removed from the building. Tables and chairs are NOT to be DRAGGED across the floor. The kitchen has a double-sided REFRIGERATOR for use by Lessees of the Evergreen room – it does NOT have a freezer!

In the event of a problem within the building such as broken pipes, heat not working, etc., please call the Fox Valley Metro Police Department at 788-7505.
Dial 911 in case of emergency!

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HOLD HARMLESS CLAUSE

Lessees shall indemnify and hold harmless the Lessor from any and all damage, or loss, or liability of any kind whatsoever occasioned upon and/or within the leased premises (as described in the rental agreement or as permitted for use by oral or other agreement), or ways or walks or concourse adjacent thereto, by reason of any injury or property of third persons occasioned by any act or omission, neglect, or wrongdoing of the Lessee or any of his/her and/or its officers, agents, representatives, assigns, guests, employees, invitees, or other person admitted by the Lessee to the premises, and the Lessee will, at his/her and/or its own cost and expense, defend and protect Lessor against any and all such claims or demands. (Business and Public Events shall provide proof of insurance outlining the above.)

The Lessee further agrees to exercise due care in the preservation of the premises and to prevent loitering and presence of unauthorized persons during all usage periods.

LIQUOR LIABILITY AND YOU

1. The server of alcoholic beverages may be liable for injuries sustained by intoxicated persons.
2. The host of a social gathering may also be held liable for injuries caused by intoxicated persons.
3. The host/Lessee shall remain on the premises during the entirety of the function.

Recommended precautions:

1. Have available and promote the consumption of non-alcoholic beverages.
2. When possible, use a licensed bartender (operator) to dispense drinks.
3. Check ID's! Must be 21 or older for alcohol!
4. Limit the number of drinks per person.

If you suspect someone has had too much to drink:

1. Stop serving them!
2. Provide a safe means of transporting them home.
3. If the situation becomes difficult, call the police.

CLEAN UP

Please do not drag tables or chairs across the floor.

Brooms and trash liners are kept in the storage room off the kitchen.

Supply your own dish cloths, towels and soap.

- _____ Wash tabletops and wash, dry and put away all dishes used / Clean coffee maker
- _____ Place chairs at tables
- _____ Remove ALL decorations (including confetti and tape from walls, doors, under tables, etc.)
- _____ Check refrigerator and remove all items you brought into the facility
- _____ WE RECYCLE! Please place recyclables in the proper containers
- _____ Check restrooms
- _____ Place all garbage in dumpster behind building (south side)

LOCK UP

- _____ Turn off all fans
- _____ **Turn off lights in rooms, hallway and restrooms**
- _____ Lock rear kitchen door by removing pin
- _____ Lock main doors by removing pin