

MILL YARD PARK PAVILION RENTAL AGREEMENT

This agreement, made this _____ day of _____, 20____ by and between City of Cornell and

1. It is hereby agreed that Lessee may use the pavilion located at Cornell Mill Yard Park, Bridge Street and Park Road, Cornell, Wisconsin, from 12:01 o'clock a.m. on the _____ day of _____, 20____, to 11:59 o'clock p.m. and shall therefore pay the sum to the City of Cornell. (\$60.00/day Friday-Sunday, \$30.00/day Monday-Thursday, plus tax on rent and \$40.00 security deposit (returnable after the building and grounds are inspected).)

A. Lessee would be entitled to a refund of full security deposit if canceled no later than 30 days before rental date.

2. Lessee further agrees to the following terms and conditions of his rental of the premises during said term:

A. Starting in 2011 reservations are subject to cancellation in order to schedule in a community event, such as the fair. City would provide notice of cancellation of reservation by February 1st of calendar year.

B. Lessee shall be responsible for cleaning the pavilion on the premises following his use, **on the same day of use**, including placement of all trash in the outside trash barrels. Lessee shall also be responsible for sweeping or hosing the pavilion floor and for cleaning the restrooms on the premises. Lessee shall also turn off the main water valve after his use of the premises.

C. Lessee shall be liable for acts of negligence by Lessee or Lessee's guests and invitees.

D. Lessee shall keep the premises in clean and tenantable condition, normal wear and tear expected.

E. Lessee shall not make excessive noise or engage in activities which are unduly disruptive to the neighborhood and shall obey all lawful orders, rules, and regulations of all governmental authorities.

F. Lessee shall not make or permit use of the premises for any unlawful purpose or any pose that will injure the reputation of the premises.

G. Lessee shall promptly return the keys to the premises, within 48 hours of the date said premises are used by Lessee.

H. Lessee shall hold the City of Cornell harmless for any and all of negligence or liability, which may arise out of Lessee's use of said premises pursuant to this lease.

I. Lessee shall be responsible for obtaining any permits, including picnic-beer licenses or authorization, which may be required by the Cornell City Council, in connection with the event Lessee holds on said premises.

J. A picnic license and operator's license is required when the sale of beer is going to take place at the park. When there is no sale of beer, consumption of alcohol can take place in the Mill Yard Park between 8:00 a.m. - 11:00 p.m. Hours other than that have to be specifically approved by the Cornell City Council.

3. Security deposit shall be held by the City of Cornell to guarantee Lessee's performance under this lease, and shall be returned to Lessee within 10 days following Lessee's use of the premises, provided that Lessee has fully and completely performed all of the conditions of this lease, and left the premises in good condition and repair.

IN WITNESS WHEREOF, the parties have executed this agreement on the _____ day of _____, 20____.

CITY OF CORNELL

BY: _____

Lessee