

VILLAGE OF FERRYVILLE

POLICY: Village Hall Use and Charges

(Approved by the Village Board July 21, 2011) (Amended 05/20/2015) (Amended 1/16/19)

The Village Board of Ferryville allows local area public use of the Ferryville Village Hall. The use must be consistent with the intended purpose of the Village Hall.

A Use Agreement must be completed and submitted by the User to the Village Clerk prior to any use of the Village Hall. Approval is based on a first come, first serve basis and if there is no conflict with Public Works projects or Fire Department activities (if the Fire Department is requested) for the timeframe requested.

The Village Hall is a **No Smoking facility. No sale of alcohol is permitted.**

The Fire Department area may not be rented from November first to April first unless weather conditions are above freezing and the Fire Chief approves the use, as fire equipment will freeze when parked outside in a nonuse condition. Rental of the Fire Department area must end by 12:30 a.m.

User/Renter Categories and Rates Per Day

Group A: No charge - no security deposit

1. Village employees and Board Members
2. Fire fighters and first responders
3. Registered non-profit groups, churches, civic groups, youth and senior citizen-oriented service clubs, Never Grow Old Club, community quilting groups, government users, and similar groups.

Group B:

1. Village resident rates: \$30 Village Hall, \$30 Fire Department. \$50 security deposit for each
2. Non-village resident: \$50 Village Hall, \$60 Fire Department. Village Hall \$50 security deposit, Fire Dept \$100 security deposit
3. Consecutive day rentals: \$1 per attendee each day not to exceed the daily rental fee
 - a. Birthday parties, gift showers (baby & weddings), retirement parties, funeral receptions/lunches, wedding receptions, anniversaries, graduations, family reunions, holiday parties, award receptions, and similar activities
 - b. "Private" fund-raising activities, home businesses (Avon, Tupperware, etc.) with sales less than \$500

Group C: \$200 Village Hall, \$200 Fire Department. \$200 security deposit for each

"Commercial" with gross sales greater than \$500

1. Prior approval by the Village Board is required
2. Portable toilets may be required depending on the size of the event and expected attendance
3. Liability insurance requirements and safety and hygiene requirements to be determined by the Village Board prior to approval

Any time there is a function or event where the facilities are not "left as they were found" per the Ferryville Village Hall User Agreement, the security deposit will be retained by the Village. Custodial clean-up costs and any repairs will be charged to the User and are the responsibility of the User.

FERRYVILLE VILLAGE HALL USER AGREEMENT

This Agreement describes the terms and conditions under which the undersigned party (“the User”) may use the Village Hall owned by the Village of Ferryville (the “Village”).

The Village owns, operates, and lawfully controls the use of the Village Hall property. The decision to rent the Village Hall is made on a first come, first serve basis if the use is consistent with the intended purpose of the Village Hall. The User agrees to pay the fees and abide by the terms and conditions set forth in the Ferryville Village Hall User Agreement.

The User Completes all information below:

User’s Name: _____

User’s Address (Street, City, State, ZIP) _____

User’s Telephone Number(s): _____

User’s E-mail: _____

Area(s) Requested: Village Hall Fire Dept Both

Date(s) of Use: _____

Start Time: _____

End Time: _____

Rental Fee \$ _____ Security Deposit \$ _____

The Village owns chairs and tables for use (please specify number of tables & chairs needed, and any other requests):

Fees, Terms, and Conditions

1. The User agrees to pay the fees and security deposit listed on page 1. These fees are due immediately to reserve the Village Hall for requested date(s). **Make out separate checks for the User Fee and Security Deposit payable to: Village of Ferryville.** The payment includes use of lights, heat, air conditioning, water, and garbage bag disposal as may be needed for the purposes set out above and to the extent such exist at the Village Hall.

2. **Security Deposit and Additional Fees:** The Village Clerk will hold the security deposit for any damage to the facility or other loss or expense incurred by the Village due to the use of the facility by the User. In the event there is damage, loss, or expense incurred by the Village due to use under this agreement, the User agrees and acknowledges that the Village may use the security deposit for payment of same without prior approval of the User. The amount of the security deposit paid hereunder is not a limit of the User's liability to the Village for damage, loss, or expense and any claim for same by the Village shall be paid immediately by the User. In addition to the Security Deposit, the User will be responsible for paying all expenses incurred by the User and/or the Village in support of or because of the use. Such expenses may include, but are not limited to, cleaning costs, set-up costs, and take-down costs. A refund will be issued if cancellation up to five (5) days before scheduled use is received. If there is no damage after use, the deposit will be returned to the User.
3. **Special Rules:** The User shall comply with the additional rules of the Village Hall as follows:
 - a. All garbage must be taken out to the dumpster behind the hall by the User unless other arrangements are made.
 - b. Arrangements must be made with the Village Clerk for access to the Village Hall by the User. If the Fire Department is rented, the trucks will be moved outside two hours before the event, unless other arrangements are made on the application with permission from the Fire Department and Public Works, if needed.
 - c. The Village Hall kitchen is to be cleaned and left as found if used as part of the function.
 - d. The Village Hall floors are to be broom cleaned at the end of the function. Wet mopping the floor may be required if broom cleaning is insufficient.
 - e. The Village Hall main room is to be arranged back as it was found with tables and chairs in their usual places.
 - f. The Fire Department will need to be swept after the function if it was used. Wet mopping the floor may be required if broom cleaning is insufficient.
 - g. Alcohol sales are prohibited.
 - h. Remove all items brought to the Village Hall as part of the use.
 - i. Turn the lights off and assure the doors are locked after use.
 - j. Return the key (if given one) to the "lock box" next to the Village Hall entrance door.
 - k. Entrances/exits: All portions of the sidewalks, entries, doors, halls, and all ways of access to public utilities of the premises must be kept unobstructed by the User and must not be used by the User for any purpose other than ingress to or egress from the premises.
 - l. No decorations, signs, etc. may be attached to the walls or ceilings in the Village Hall (table decorations only). No pins or stapling of signs on the walls are allowed in the Fire Department or Village Hall.
4. **Damages and repairs:** The User agrees to be responsible for all damages to buildings, grounds, and equipment as a result of the use of the Village Hall caused by the User and attendees. The User shall make no temporary or permanent modifications to the Village Hall without the prior written consent of the Village.
5. **Abandoned property:** Any property left at the Village Hall shall, after a period of 24 hours from the end time of the scheduled use, be deemed abandoned and shall become property of the Village to be disposed of or utilized at the Village's sole discretion.
6. **Indemnification:**
 - a. The Village shall have no responsibility for the safety and/or security of any property belonging to the User or to those persons participating in the use of the Village Hall by the User. The User expressly releases and discharges the Village for any and all liabilities for any loss, injury, or damages to any such property.

- b. The Village shall have no responsibility for the safety and/or security of any person participating in the use of the Village Hall by the User except as may arise from the negligence of the Village. The User expressly agrees to indemnify and hold harmless the Village, its officers, employees, and agents from all costs, losses, and expenses arising out of any liability or claim of liability for injury or damage to persons resulting directly or indirectly from their participating in the User's use of the Village Hall, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission by the User.
 - c. The Village Board may determine that the User is required to have a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage with terms and conditions decided at the discretion of the Village Board.
7. Cancellation and termination: The Village reserves the right to cancel or terminate the use and retain the use fees and security deposit paid to the Village if for any reason there is or will be any violation of this agreement, of any rule regarding the use of the Village Hall, and/or based on health and safety concerns of the Village or its officials.

The undersigned certifies that he/she is authorized to sign this Agreement on behalf of the User and the Village, respectively, and the User and the Village acknowledge and accept the terms and conditions described herein.

User:

Name: _____ **Date:** _____

POSITION: _____

VILLAGE:

Name: _____ **Date:** _____

POSITION: _____

Mailing Address: Village Clerk, P.O. Box 236, Ferryville, WI 54628

You may leave in the drop box outside Village Hall

Email: vofwiclerk@gmail.com

Phone: 608-734-9406

For office use only:

_____ Approved _____ Denied

_____ Director of Public Works signature _____

_____ Fire Chief signature (if Fire Department being used) _____

_____ Notification given to _____

_____ Security Deposited Collected (\$ _____) Check Payable to Village of Ferryville

_____ Fees Collected \$ _____ Hall \$ _____ Fire Dept \$ _____ Both