



# Uptown Social

SHEBOYGAN'S HUB FOR  
ACTIVE SENIORS

## Uptown Social Facility Rental Agreement

Event Title: \_\_\_\_\_

Organization/Group Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Room(s) Needed: \_\_\_\_\_

Equipment Required: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Start: \_\_\_\_\_ End: \_\_\_\_\_

I/The Organization hereby agree to hold myself/itself responsible for supervision of all persons present for the listed activity, and for any damage which may result to city property.

I/The Organization further agree(s) to abide by all the rules and regulations adopted by the Senior Services Commission, governing the use of the building and equipment by other than participants and to pay the deposit and rental fee in advance of using Uptown Social.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Base Rental Fee: \$\_\_\_\_\_ After-Hours Premium: \$50 x \_\_\_\_\_ Hours = \$\_\_\_\_\_

Total Rental Fee: \$\_\_\_\_\_



### **Fees, Deposits, Refunds**

Payment must be made in full at the time of application.

No refunds will be given for vacating the facility prior to the contracted time.

### **Fee Schedule**

#### During Typical Operating Hours in 60 minute increments

Smaller rooms (Consultation Room, Conference Room)

\$20 per hour

Larger rooms (Activity Room, Creative Studio, Game Room, Gymnasium, Hospitality Room, Café/Lounge)

\$50 per hour

All Public Rooms (Consultation Room, Conference Room, Activity Room, Creative Studio, Game Room, Gymnasium, Hospitality Room, Café/Lounge)

\$100 per hour

#### After Hours Premium

Add \$50 per hour to base rental fee schedule.

501(c)3 nonprofit organizations receive a 10% discount on rental fees.

Uptown Social is a City-owned and operated facility intended primarily for the public benefit. Whenever City needs conflict with a rental request, City needs will take priority. The City reserves the right to refuse or cancel any and all reservations without providing any other accommodations in the event the facility is needed for government purposes, or if the facility becomes unavailable due to an unforeseen maintenance or safety issue. In such event all fees collected will be refunded.

In the event Applicant cancels their rental, a refund will not be issued unless such cancellation is conveyed to Uptown Social at least three days prior to the intended rental date.

Applicant's activities shall not disrupt Uptown Social operations, employees, or patrons. Applicant agrees to vacate the space immediately upon Uptown Social Director, or their designee's request. In such event, Applicant shall not be entitled to any fees refund. Applicant's use of the rental space may not cause additional, undue burden on Uptown Social staff.

Applicant may not deface, damage, or modify any component of the rented facility except that Applicant may rearrange furniture therein but shall return all relocated furniture to their original positions prior to leaving the facility. Applicant agrees to pay Uptown Social's actual costs incurred to repair or restore the facility after use.



Applicant must be at least 18 years old. Applicant may not assign or transfer their interest to another party.

Applications for use will not be considered more than 365 days prior to the intended rental date.

No admission fees, donations, contributions or any other fees shall be charged by the person or organization reserving the facility or equipment, or by any other person using the facility or equipment.

No merchandise may be offered for sale within the facility.

**Indemnification & Hold Harmless.** To the extent authorized by law, Applicant hereby agrees to indemnify, defend, and hold harmless the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, and authorized volunteers from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Applicant or its agents or anyone acting under its direction or control or on its behalf arising out of, or in connection with, or relating to this Agreement. Applicant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, or authorized volunteers. Nothing in this Agreement shall be construed as the City of Sheboygan waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

**Compliance with Laws.** No activities in violation of federal, state or local laws shall be permitted on the premises and it shall be the responsibility of the person or organization using the premises to enforce this provision. No lewd or indecent actions, conduct, language, pictures or portrayals shall be included in the activities or events presented by the person or organization using the premises and nothing presented, used or sold that is contrary to law or prohibited by ordinance of the City of Sheboygan will be permitted. The person or organization using the premises agrees to abide and be bound by the decision of the City of Sheboygan and should any questions arise under this Agreement. The City of Sheboygan does not relinquish and do hereby retain the right to enforce all necessary and proper rules for the management and operation of the facility; said rules shall be promulgated and enforced strictly by the City of Sheboygan. The City of Sheboygan, its agents and employees, retain the right of ingress and egress to all of the above facilities and grounds when in performance of official duties and to ensure said premises as being used for the purpose as stated.



No Joint Venture Created. It is specifically understood and agreed that the use by a person or organization of the Uptown Social facilities shall not be construed to create or be evidence of a partnership or joint venture between the person or organization using the facilities, and the City of Sheboygan or Uptown Social; and that all parties are individually responsible for their respective debts and financial obligations. The person or organization using the facility shall not make representations to any other party contrary to the term of this paragraph.