

## *Little Suamico Recreation Park Public Access Area Hold Harmless/Security Deposit*

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1. **HOLD HARMLESS CLAUSE:** Lessee shall indemnify and hold harmless the lesser 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 lease agreement or as permitted for use by oral or other agreement), or way or walks or concourses 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, clients, customers, or other persons admitted by the Lessee to the premises, and the Lessee will, at his/her, and/or its own cost and expense defend and protect the Lesser against any and all such claims and demands, including but not limited to reasonable attorney fees.

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.

2. Businesses and Public Event sponsors shall provide proof of insurance outlining #1 above.
3. Lessee shall be solely responsible for providing any and all necessary equipment or accommodations for its guests, invitees, customers, or clients.
4. Lessee shall at all times monitor all activities of its guests, invitees, customers, or clients or anyone else admitted by Lessee to the premises.
5. **ALCOHOLIC BEVERAGES:** Alcohol may be consumed on the premises, but only in strict compliance with all State and local laws and ordinances.
6. **DEPOSIT:** In addition to the rental fee, a security deposit of \$100.00 will be required to ensure that:
  - a. The building and grounds are cleaned up in a manner acceptable to the Lesser:
    - i. Wipe up any floor spills
    - ii. Take out all material brought in; including garbage and recyclables
    - iii. Wipe off counters, chairs, tables, etc., if necessary
    - iv. Clean up the grounds, if necessary
  - b. The building doors are locked upon leaving the premises.
  - c. The building keys are returned to the Town Chairman or his/her agent.
  - d. Lessee shall also be held responsible for any and all costs associated with repairing or replacing lost, stolen or damaged Town Property found to have occurred during the rental period. Any cleaning, repair or replacement costs exceeding the deposit shall be billed to the Lessee.

A refund of the deposit, or portion thereof, will be issued after approval of the Little Suamico Town Board, at a regularly scheduled meeting (second Monday of each month).

7. No decoration or any other material shall be attached to the walls or ceilings.
8. The Lesser reserves the right to waive or modify rental and/or deposit fees charged for organizational meetings and for use by nonprofit service organizations.
9. The Lesser reserves the right to deny any rental application if it is determined to be in the Lesser best interest to do so.
10. CANCELLATIONS: Notice to cancel must be given at least thirty (30) days prior to the reservation date to avoid paying the full rental fee.

*Town of Little Suamico*

*5964A County Road S*

*Sobieski, WI 54171*