



FACILITY USE AGREEMENT

A) Rental Fees

Time	Member / NonMember	Kitchen Rental
Monday – Saturday Daytime only, between 8:00a	\$100.00 / \$150.00	\$50.00
Monday – Thursday Evenings	\$100.00 / \$150.00	\$50.00
Between 5:00pm and 9:00pm Friday or Saturday Evenings	 The CRH closes at 9:00pm \$200.00 / \$250.00 	\$75.00
	m. The CRH closes at 11:00pm	
Sundays Between 10:00am and 8:00p	\$150.00 / \$200.00 m. The CRH closes at 8:00pm	\$50.00

Hourly rental is also available at \$25.00/hour.

Reservations are required by all groups wanting to use the Center for Rural History. All reservations are made either in person, or by calling the Schumacher Farm Park main number, 608-849-4559.

The main Gathering Room will accommodate approx. 40 people in a classroom setting, and approx. 72 people at tables of 8 each for a banquet. Tables and chairs for use inside the CRH are provided at no additional charge. There is also exterior space adjacent to the CRH to set up a tent to provide additional function space. The Lessee is responsible for making all rental and set up arrangements for tents. We do not have tables and chairs to accommodate additional seating in a tent.

B) Fees and Deposits

All fees for the Center for Rural History are due and payable at the time of booking. Fees are payable by cash, check, Mastercard or Visa. Users leaving the facility in a condition that requires more than the usual cleaning will be charged a \$100.00 cleaning fee. A key/building deposit of \$100.00 is required for all evening and weekend events. A MasterCard or VISA number will be recorded on the contract at the time of key checkout to cover this deposit. No charges will be processed after the event if the key has been returned and the building left in good condition.

C) Cancellations

If cancellation is made more than thirty days prior to the event, the deposit will be refunded less a 20% Administrative fee. If cancellation occurs less than thirty days prior to the event the deposit will not be refunded.

D) Rules

- 1. Smoking is prohibited inside the building by law.
- The Center for Rural History closes at 11:00pm Friday and Saturday, at 8:00pm on Sunday, and at 9:00pm Monday through Thursday. All events must end promptly at these times. Users are allowed 45 minutes for cleanup after the event. After that the security system is automatically armed.
- 3. The Grounds and Buildings of Schumacher Park are closed at sunset, as is Dane County Parks Department policy, and therefore off limits. Group activities must be limited to the Center for Rural History and its immediate environs without prior approval by Park Administrator.
- 4. Because the restrooms in the CRH are part of the public facility, public access must be maintained even during a private function.

E) Decoration Policies

- The CRH does not permit the affixing of anything to the walls, floors, or ceiling with nails, staples, transparent or carpet tape or any other substance, unless written approval has been established prior to the function. Patrons will accept responsibility for and agree to pay appropriate charges for damages to the property, and equipment on the property as a result.
- 2. No open flames will be allowed, only votive candles may be used.
- 3. Groups will be responsible for cleaning all areas used, removal of tablecloths, personal equipment, and returning the state of the facility to the same condition as when the group arrived. Caterers will share in the responsibility for cleanup of anything they provide.
- 4. Any article left behind after the completion of a function will be assumed to be unwanted and will be disposed of as the staff decides is appropriate. Objects of obvious value will be held by the CRH Administrator. The Center for Rural History is not responsible for articles left behind, lost, stolen, or misplaced either in the building or on Park grounds.
- **5.** Users leaving the facility in a condition that requires more than the usual cleaning will be charged a \$100.00 cleaning fee.

F) Catering Policies

- 1. You may provide your own food, either prepared by you, or prepared by another entity, and brought to the CHR for the purpose of serving it to participants.
- You may contract with a licensed Caterer to provide all food and necessary service wares for the event. There is no approved Caterer requirement. Caterers will share in the responsibility to leave the facility in the same condition as upon arrival, at conclusion of the event.
- Kitchen rental fee will include use of counter surfaces, electrical outlets, and refrigerator for cold storage. It does not include provision of Ice.
 Water from the faucet is potable. Cooking from raw ingredients will not be permitted. It does not include any dishes, flatware, or service wares.
- 4. Any equipment for heating / holding hot food or beverages must be provided by the booking individual. With exception of the existing refrigerator, any equipment for freezing / chilling / holding cold food or beverages must be provided by the Lessee.

5. A Food Liability Waiver must be signed and on file prior to the start of the Function.

G) Alcoholic Beverage Policies

Service with a Beverage Vendor

A listing of preapproved beverage vendors is available for your use. These vendors meet all state and local requirements to hold a Class B Beer and Alcohol License. They are fully insured and provide trained and licensed operators to serve your guests. To use the service of one of these Vendors, these guidelines must be followed.

- Arrangements for all alcoholic beverages will be made directly between the Vendor and the Renter. The CRH Administration will not be involved or liable in any area.
- Renter is responsible for the total cost of the service including all beverages, supplies, service fees, etc. The CHR Administration will not be liable in any area or for any charges.
- An on-site CASH BAR will not be allowed at any time.

Pre-Approved Beverage Vendors:

Hy-Vee East Jeff Ham 608-244-4696 <u>1391kitchenmanager@hy-vee.com</u> Upstairs Downstairs Catering Dan Brown 608-256-4600 <u>sales@updowncatering.com</u>

Blue Plate Catering David Porto 608-827-7200 david@blueplatecatering.com

Service on Your Own

Renters are allowed to serve alcoholic beverages to their guests without additional permit as long as these guidelines are followed.

- The event must be a private, invitation only event. No public access events.
- All alcoholic beverages must be provided free of charge to the guests. No CASH BARS at any time are permitted.

• The Renter accepts complete responsibility for service of alcohol, as well as any issues that might arise from it. The person hosting any function is ultimately responsible for any under-age drinking and resulting damages.

H) Cleaning and Departure

Lessee will be responsible for mopping up spills during the event, for all damages to the building and furniture, and any extra cleaning. Lessee will be responsible for the removal of their table cloths, decorations and other personal equipment. All recyclable cans and bottles should be placed in the marked receptacles. All other trash to be placed in the receptacles provided. On departure, all lights are to be turned off, including bathrooms, and all doors are to be locked.

I) General Liability

- 1. Lessee is liable for any damage to buildings, facilities, equipment and grounds determined to have occurred during, or as a result of, their event.
- 2. The Center for Rural History Administration, The Friends of Schumacher Farm Park or its Board of Directors, and the Dane County Parks System will not be held liable for any damages or injuries to the Lessee, their guests or equipment they provide, during the tenure of the rental agreement, or after leaving the Center for Rural History or the Schumacher Park grounds.
- Center for Rural History administrator will be responsible for creating necessary and accurate documents pertaining to the event, in a timely manner. Also, for physical setup of the space, tables and chairs, etc., in a manner and timeframe as agreed upon with the Lessee.
- 4) FORCE MAJEURE: The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorder, or other emergencies, or any of which making it illegal or impossible to provide the facilities and/or services for your event. It is provided that this Agreement may be terminated for any one or more such reasons by written notice from one party to the other without liability.
- 5) INDEMNIFICATION: Each party (the "Indemnifying Party") shall, at its own expense, defend, hold harmless and indemnify the other party ("the Indemnified Party") and the Indemnified Party's subsidiaries, affiliates, officers, directors, employees, members, independent contractors and agents, (provided they are acting in the course of their duties with respect to the foregoing), from and against any claims, damages (including consequential and punitive damages), judgements, awards, settlements,

costs and expenses including reasonable fees and expenses of counsel, resulting from third-party claims arising, directly or indirectly, out of the Indemnifying Party's performance under this Agreement or breach or alleged breach of any agreement, obligation, representation, or warranty under this Agreement, except to the extent caused by the negligence or willful misconduct of the Indemnified Party.

Our signatures below indicate that we have read and understand the above.

CRH Representative

Principle

Date

Food Liability Waiver

The Food for this event has been provided by an outside entity, either the Renter directly, or their Representative. This document absolves The Center for Rural History Administration, The Friends of Schumacher Farm Park and its Board of Directors, and the Dane County Parks System, from any liability for any illness or other results of improper food preparation prior to, or handling of while on the premises.

The Center for Rural History Policy is that any and all food brought into The Center for Rural History, served in and/or removed from the same after a function, will become the sole property of the Principle below, and safe food handling and proper temperature control will be the responsibility of the Principle below.

In the event that safe food handling practices are not followed, this waiver will absolve The Center for Rural History Administration, The Friends of Schumacher Farm Park and its Board of Directors, and the Dane County Parks System, it's agents or representatives from any liability due to illness or other damages caused by the food provided by and/or taken by the Principle, their representatives or guests.

Our signatures below indicate that we have read and understand the above.

CRH Representative

Principle

Date