



Town of Fredonia

P.O. Box 12 • Fredonia, Wisconsin 53021 • 262 / 692-9673

The Home of Flag Day

AGENDA

Fredonia Government Center Commission Meeting

Wednesday, March 20th, 2024 at 2:00PM

Fredonia Government Center - Board Room

242 Fredonia Avenue, Fredonia, Wisconsin

**THE FOLLOWING BUSINESS WILL BE BEFORE THE FREDONIA GOVERNMENT
CENTER COMMISSION
FOR INITIATION, DISCUSSION, CONSIDERATION, DELIBERATION
AND POSSIBLE FORMAL ACTION**

1. Call to order
2. Pledge of Allegiance
3. Public Comments:
Please note public comments are limited to five minutes per person
4. Consent Agenda:
 - a) Motion to Approve Minutes from the Tuesday, November 28th, 2024 Meeting of the FGCC
5. Items for Discussion and/or Action:
 - a) Discussion and Possible Action on Draft Intergovernmental Agreement for the Management of Fredonia Government Center.
 - b) Discussion and Possible Action on Draft Election Day Emergency Response Plan.
6. Correspondence
7. Items for future consideration.

8. Adjournment



Town of Fredonia

P.O. Box 12 • Fredonia, Wisconsin 53021 • 262 / 692-9673

The Home of Flag Day

Fredonia Government Center Commission Meeting Minutes

Tuesday, November 28, 2023 AT 2:00PM

Fredonia Government Center - Board Room
242 Fredonia Avenue, Fredonia, Wisconsin

1. Chairman Gehrke called the meeting to order at 2:00PM, followed by the Pledge of Allegiance.

2. Committee Members present: Daniel Gehrke, Don Dohrwardt, Jim Stemper and John Depies.

Staff present: Clerk Johnson and Clerk Jenkins

Residents present: Becky Miller, Keri Eichner, and Chris Janik.

3. **Public Comments**

Becky Miller, representing the Boy Scouts, stated the Boy Scouts are a non-profit with no budget for advertising. She appreciates being able to use the FGC sign to advertise events and fundraisers and hopes that access to the sign continues. Chris Janik, a member of the Town Board, stated that staff should continue to post community events for nonprofits on the sign.

Motion to Approve Minutes of the May 11, 2023 meeting of the Fredonia Government Center Committee made by Mr. Stemper.

Seconded by Mr. Dohrwardt.

Passed by unanimous vote.

4. Items for Discussion and/or Action:

- a) **Discussion and Possible Action on Future FGC Maintenance:** *Clerk Jenkins asked the Committee if there were any shared maintenance issues to discuss. Mr. Depies said that he had read in the paper that the Village had considered the space behind Fredonia Government Center as a potential location for the proposed splash pad. He asked if it was still a possibility. Mr. Gehrke responded that a different location had been selected. Mr. Dohrwardt said that if FGC had been seriously considered, a meeting of this body would have been called to discuss. Mr. Stemper*

stated that the land behind FGC has always been meant for future expansion.

b) Discussion and Possible Action on Fredonia Government Center

Sign Policy: *Mr. Gehrke gave some background on why a sign policy was now being discussed: staff received two requests from for-profit businesses asking to advertise on the sign. Staff, at that point, did not know of the existing policy dating from 2009 that provided the framework on how to respond to such requests. Clerk Jenkins searched historic Town records and found the Rules and Regulations document. Keri Eichner asked the Commission about policies regarding physical signs on FGC property. Mr. Stemper stated that the Rules and Regulations allows for non-profits to have a flyer on the bulletin board and use of the electronic sign, and two advertisements on FGC property was sufficient. The Commission felt that the current sign policy is appropriate and no action was taken.*

c) Review of FGC 2006 Agreement:

Mr. Gehrke stated that the Fredonia Government Center Commission does not function as the original Agreement and Rules and Regulations stipulates. Mr. Stemper requested that staff create an updated agreement and use policy and present it to this body at a future meeting for approval. He stated that the current 15 year agreement had expired and he would like to see a 15 year extension. Clerk Johnson asked for guidance on how to proceed with hall rentals, as the current Rules and Regulations expressly forbid rentals for family or personal events. Mr. Stemper stated that he had never been shown the current rental application and the Commission didn't originally envision FGC being used for private events. He stated that alcohol should never be allowed on FGC property. Mr. Gehrke said he would like to see birthday parties and private events continue at FGC, as the Village doesn't have another place to gather and this building is a benefit to the community. Mr. Depies agreed, and asked if staff should be checking homeowner's policies as part of the rental agreement. Clerk Jenkins responded that the current rental application has a "hold harmless" clause. Mr. Stemper said rental could continue as long as it is not disruptive. The Commission then discussed how rental fees should be handled. Mr. Dohrwardt asked if the fees were currently being split 50/50. Clerk Jenkins thought it was 60/40 and would check the FGC Agreement for the exact split. Mr. Stemper suggested that 100% of the rental fee should go into a maintenance account. He stated that at one point there had been an account for donations and rental fees could be considered a donation in return for use of the space. Mr. Gehrke suggested that the rental fees go directly to the existing Town FGC fund and the Town could invoice the Village for maintenance. Mr. Dohrwardt stated there had been some discussion about adding storage to FGC, and that at one point Roger Strohm had suggested a canopy be installed. Mr. Stemper stated it would

be very expensive to make a storage addition aesthetically consistent with the current building. The Commission agreed. Keri Eichner asked how renters obtain a key to the building. Clerk Johnson responded that renters come in the business day before their event to pick up the key and return it either by leaving it in the drop box or returning it in person the next business day following their event. Deposits are not returned without the return of the building key. Clerk Johnson clarified that the key allows renters access to the building and the hall space, not offices or storage rooms. Mr. Gehrke stated that there had been some complaints about the brightness of the electronic sign. Staff was directed to contact the vendor regarding a sensor or settings to dim the sign at night.

5. Correspondence: None
6. Items for future consideration: Clerk Jenkins is to prepare a new FGC agreement and Rules and Regulations for approval at a future meeting.
7. **Motion to adjourn** made by Mr. Stemper.
Seconded by Mr. Depies.
Passed by unanimous voice vote.

Meeting Adjourned 2:36PM.



**AN INTERGOVERNMENTAL
AGREEMENT FOR THE
MANAGEMENT OF FREDONIA
GOVERNMENT CENTER**



- Parties:** The parties to this agreement are the Village of Fredonia (hereinafter referred to as "Village"), a municipality in Ozaukee County, Wisconsin with offices at 242 Fredonia Ave, P.O. Box 159, Fredonia, WI 53021, and the Town of Fredonia (hereinafter referred to as "Town"), a municipality in Ozaukee County, Wisconsin with offices at 242 Fredonia Ave, P.O. Box 12, Fredonia, WI 53021.
- Authority:** The parties are authorized by law to enter into this agreement by Sections 60.23(1) and 66.0301, Wis. Stats., and by authority granted to the Town board by a vote of the Town electors at a special town meeting held on December 14, 2006. In addition, the concept of this agreement was endorsed by Town and Village electors at referenda held on November 4, 2006.
- Purpose:** This agreement builds on and updates the Intergovernmental Agreement to Create a Commission for the Management of a Joint Municipal Center, approved on April 13, 2007, and the Rules and Regulations of Fredonia Government Center approved on February 10, 2009. This document is intended to reflect FGC's current needs.
- Ownership:** The total area for the Town and Village will consist of a 50/50 split of the shared areas (1300 square feet each) and the individual areas. The totals are:
Town Area: 1300 + 800 = 2100 sq ft (46.7% of total)
Village Area: 1300 + 1100 = 2400 sq ft (53.3% of total)
- Terms of Agreement:** This agreement shall take effect upon the effective date stated herein. This agreement shall remain in effect in perpetuity subject to the following:
 - Each municipality shall participate in this agreement for a minimum of fifteen (15) years.
 - After the expiration of the initial fifteen (15) year period, either municipality wishing to withdraw from this agreement may do so on at least two (2) years written notice addressed to the clerk of the other municipality, provided however, that no such notice be given until expiration of the initial fifteen (15) year period set forth in the prior paragraph.
- Size of Building:** The Center currently contains 4500 square feet. Approximately 2600 square feet is a common area, consisting of conference rooms, meeting rooms, hallways, and bathrooms. The Town uses 800 square feet for Town offices. The Village uses 1100 square feet for Village offices. Population growth may necessitate expanding the Center in the future. Possible expansion has been made part of the plans for the initial Center. The costs of expansion are to be paid by the party wishing to expand unless other terms are negotiated.
- Determination of Allocation of Income and Costs:** The parties may share income and costs in two ways. "Equal shares" means that the parties share equally. "Allocated shares" means

the share attributable to each party will be the percentage of the square footage of the Center allocable to such party's private use, added to an equal share of the common areas of the Center.

8. Operating Expenses:

- A. Common Expenses: All expenses of joint operation and maintenance shall be based on allocated shares.
- B. Individual Expenses: All expenses incurred for the benefit of one party shall be the sole responsibility of the benefited party.
- C. Separate Billing of Utilities: The parties may install separate utility services or other devices to determine individual costs of utilities for those portions used by them, and each shall pay their individual costs for the same.

9. **Fredonia Government Center Commission:** The parties shall participate in the Fredonia Government Center Commission ("Commission") consisting of four persons, two of whom shall be adult residents of the Village and two of whom shall be adult residents of the Town. Commission members shall be appointed by the Village and Town Boards respectively for a one (1) year term. If an appointing body fails to timely appoint a successor before the expiration of the term of any Commission member, that member shall continue to serve until a successor has been appointed. If a vacancy occurs by death, removal or resignation, the vacancy shall remain until the appointing body appoints a successor. Any Commission member may also serve as an elected or appointed official or employee of the Village, Town, or other governmental body, subject to applicable restrictions set by state law. All meeting fees of Commission members shall be paid by the unit of government which appointed the Commission member. A majority of the members of the Commission shall constitute a quorum.
10. **No Power to Tax:** The parties agree that the Commission shall have no independent authority to levy a tax, make special assessments, or make special charges other than establishing rental rates for public use of Center facilities.
11. **Governance:** The Commission shall adopt rules for its governance. If a question of governance is not addressed by the Commission's rules or by applicable law, Robert's Rules of Order shall apply.
12. **Commission Authority and Status:** The Commission shall manage and maintain the Center but shall not be deemed to be the owner or an owner of the premises, with ownership reserved to the parties to this agreement. The Commission shall have legal authority to purchase services, supplies, and equipment within the constraints of its budget and applicable state law. Unless approved by the governing boards of both parties, the Commission shall not have authority to hire employees, to borrow money, to enter contracts for more than one year, or to sue or be sued. In all other respects, the Commission shall be subject to laws applicable to governmental bodies including by way of illustration the Open Meetings Law, the Public Records Law, and the Code of Ethics for Local Government Officials.
13. **Rules of the FGC Commission:**
- A. The Commission is composed of four members: two appointed from the Town of Fredonia and two from the Village of Fredonia. Quorum for the Commission shall be a majority of the members.

- B. Commission members shall be appointed annually each April by the Town Chairman and Village President, confirmed by their respective Boards, for a one (1) year term.
- C. The Commission shall elect a Chair annually from its members at their first meeting after the appointment of representatives each April. The Chairman shall call and conduct a minimum of two meetings per year and act as the primary contact between the Commission and Town/Village staff.
- D. The Commission shall meet a minimum of twice a year: first to elect a Chair, second later in the year to discuss budgeting and shared costs, and at any other times deemed appropriate by the Commission.
- E. The Commission shall appoint an FGC Manager from outside the Commission, responsible for processing room reservations, maintaining financial records, sending out notices, compiling minutes for the FGC Commission meetings, distributing, and accepting FGC building keys, and reporting to the Commission Chairman.
- F. The Commission defines Local Community Groups (LCG) as those groups based in the Town or Village of Fredonia that are tax-exempt under Section 501(c)(3) of the U.S. IRS Code or are a local chapter of a national organization that is tax-exempt or a local group that would meet the requirements to become tax-exempt under IRS code if the group applied.

14. **Duties of the FGC Commission:**

- A. **Rental of Premises:** The Commission shall establish rules and regulations regarding the rental of the Center for activities unrelated to official government business. Rental fees shall be set by the Commission, provided that neither party nor LGCs shall be required to pay rent. The FGC Manager shall take all steps necessary to avoid scheduling events which may interfere with Village and Town meetings.
- B. **Repairs and Improvements:** The Commission shall have the authority to make repairs or improvements to the Center without the consent of the Village Board or Town Board if the amount budgeted for the same by both parties is not exceeded. Except in the case of an emergency, all repairs and improvements must be approved by a majority vote of the Commission.
- C. **Emergency:** In the case of an emergency, if circumstances permit, the FGC Manager shall first attempt to confer with both the Village President and the Town Chair before taking steps necessary to remedy the emergency. "Emergency" is defined as a situation which if not addressed immediately will damage or otherwise substantially affect the physical structure of the Center or any of its mechanical improvements, or a situation which constitutes a significant risk to personal health or safety.
- D. **Operating Budget:**
 - a. The FGC Commission shall determine if there are any capital expenditures, maintenance, or improvements costs, outside of normal operations, to be planned and budgeted for by the Town and Village. These requests shall be submitted to the Town and Village Boards for inclusion in their annual operating budgets no later than October of each year. Upon approval of budgeted expenses by both Boards, the Town and Village shall be responsible for funding their respective shares 53% (Village) and 47% (Town) unless otherwise specified.
 - b. Regular maintenance, landscaping, snow plowing, etc. shall be performed by the Village of Fredonia Department of Public Works staff and billed to the Town of Fredonia on a 53% (Village) and 47% (Town) split.

- c. Shared utilities shall be invoiced to the Village of Fredonia, and then billed to the Town of Fredonia on a 53% (Village) and 47% (Town) split.
- d. All expenses incurred for the benefit of one party shall be the sole responsibility of the benefited party.
- e. Any public construction shall comply with state and local laws.

E. **Other Duties:** The Commission shall perform all other duties required by law and other duties mutually agreed upon by the Village Board and Town Board.

15. **Use of Center:** The parties will establish certain areas for their individual use, and other areas for joint use or public use. The Commission may temporarily adjust the space allocation as needs dictate. Permanent change of space allocation shall require approval by the boards of both parties. Use of the facility, land, parking lot, electronic sign, main lobby bulletin board, meeting room bulletin boards, or any marker boards does not imply endorsement by the municipal staff, the Town Board, the Village Board, or any member thereof, of the viewpoints represented.

Room Utilization:

- A. The FGC facility and lands are available for use by the Town and Village Fredonia Government, County, State, and Federal Government, and LCGs free of charge. Groups not specified previously may use space per the FGC Rental Agreement and for a Rental Fee.
- B. The areas may be utilized on a first come, first served basis. The parking lot and lands may be utilized for scheduled sporting events, activities, and practice with proper approval as well. The FGC Manager shall schedule and manage the calendar of rentals. If a room or space is to be utilized in the evening or weekends, the building key can be obtained by contacting the FGC Manager or being picked up during normal business hours, and then returned to the FGC Manager within 48 hours upon the completion of the event.
- C. Groups are financially responsible for any damage, missing items, or cleaning beyond what is normally done. The FGC Manager may impose additional requirements such as a deposit or event insurance to protect the Town and Village from any liability, depending on the type of event and the number of people expected.
- D. Granting permission to use the FGC does not constitute an endorsement by the Town or Village of Fredonia. To establish the fact that the Town and the Village are not sponsoring an event or meeting, all publicity must include the following statement: "Sponsored by the (name of organization utilizing the property)". An organization may not use the name and address of the Fredonia government center as its headquarters or as the official address of their organization.
- E. The Rental Application must be completed for use of the space by any entity, group, or person who are not the Town or Village of Fredonia, and a minimum of 24 hours in advance of the requested date. A security deposit shall be collected, in addition to the rental fee (if applicable). If the FGC property is left in good condition, as determined by municipal staff, the security deposit will be returned to the requestor. If not left in good condition as determined by municipal staff, the requestor shall forfeit the entire security deposit.
- F. If a key was borrowed, it must be returned within 48 hours of the end of the utilization to the FGC Manager. Failure to return the key or duplication of the key will result in the rekeying of all FGC property locks at the cost of the requester.

Postings on FGC Bulletin Boards, Electronic Sign, and Brochure Rack:

- A. The main purpose of the two bulletin boards located at the front entrance of the FGC is to provide a place for the Town and Village of Fredonia, their departments, and staff to post meeting agendas, meeting minutes, and other public notices.
- B. The purpose of the brochure rack is for the Town and the Village of Fredonia offices to offer information pertaining to local, county, state, and federal information.
- C. An FGC bulletin board is inside the main entrance and is a place for LCGs to advertise upcoming meetings, fundraisers, events, or performances. All other bulletin and marker boards are for governmental purposes only.
- D. LCGs may submit flyers to be placed on the interior FGC bulletin board for upcoming meetings, lectures, performances, or events to the FGC Manager. The flyers can be put up no more than one month in advance and will be removed upon the event's completion. Flyers that contain obscene images or wording will not be posted.
- E. The primary purpose of the electronic sign located in front of the FGC is to identify the building as the main office of the Town or Village of Fredonia, and to give notice of upcoming Town and Village meetings, events, and other municipal information. A secondary purpose is to provide a place for LCGs to advertise upcoming meetings, fundraisers, events, or performances.
- F. LCGs may submit announcements to be run on the FGC electronic side for upcoming meetings lectures performances or events to the FGC Manager. The announcements will run no more than one month in advance and will be removed upon the events completion. Announcements that contain obscene words messages or images will not be run.

16. **Building Rules:** Each party will comply with the rules as adopted and altered by the Commission and will cause all its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by the Commission to the parties in writing.

General Regulations

- A. Smoking and the consumption of alcohol on the premises are prohibited.
- B. Unlawful carry of weapons is prohibited.
- C. Nothing shall be sold, given, exhibited, or displayed without permission from Town or Village municipal staff.
- D. The right to revoke approval at any time is reserved by any member of the Town or Village municipal staff.
- E. All activities staged and operated on the FGC property shall be the liability of the requestor per the Rental Agreement.
- F. No activity shall be allowed that conflicts with FGC policies or adversely affects the FGC, Town, and/or Village of Fredonia's reputation(s).
- G. Challenges to any of the above should be directed to the appropriate authority for either municipality.

Hours of Operation

The normal business hours of the municipal governments are as follows. The Town and/or Village offices may change their hours without notification to the FGC Commission.

Town of Fredonia: Monday – Thursday 9:00am – 11:00am

Village of Fredonia: Monday – Thursday 7:00am – 4:00pm

Capacity of Rooms

The Board Room can hold no more than 75 people and can seat no more than 75 people.

The West Conference Room can hold no more than 15 people and can seat no more than 10 people.

The East Conference Room can hold no more than 14 people and can seat no more than 8 people.

The Main Entrance Hall can hold no more than 75 people and can seat no more than 75 people.

17. Sale of Interest:

- A. **Right of First Refusal:** Neither party shall be required to sell its interest in the property during the first 15 years after execution of this agreement. If either party desires to sell its interest in the property, the selling party shall first offer the property in writing to the other party. The other party shall have 120 days after receipt of such offer to accept the same by written notice to the other party. If the purchasing party exercises the right to purchase the selling party's interest, the terms of sale shall be as set forth below. The purchase price shall be paid in full at the time of closing. Any costs associated with the sale shall be allocated between the parties in the customary manner.
- B. **Determination of Price if Sold to Other Party:** If purchased by the Village, the purchase price shall be the Town's ownership share of the value of the property as determined by appraisal minus the value of the building site. If purchased by the Town, the purchase price shall be the value of the building site plus the village's ownership share of the value of the property as determined by appraisal minus the value of the building site. If the parties wish to proceed with a sale but cannot agree on the price, the fair market value shall be determined by an acceptable licensed appraiser, or, if there is no mutually acceptable appraiser, then by the average of each party's independently obtained appraisals. Notwithstanding any other provisions of this agreement, at such time as the fair market value is determined by appraisal(s), either party shall have forty-five (45) days to notify the other, in writing, that it elects not to purchase the other's interest due to price.
- C. **Additional Terms if Sold to Other Party:** Closing shall take place at a time mutually agreeable to both parties, but in no event more than two (2) years after exercising the right to purchase. Proof of title shall be provided by the selling party not less than two weeks prior to the date of closing in the form of a title insurance policy commitment. Conveyance shall be made by warranty deed, free and clear of all liens and encumbrances against the property except utility easements and encumbrances created by the purchasing party.
- D. **Sale of Third Party:** If an offer is made by one of the parties pursuant to this section, and if the other party declines to purchase the property for any reason, the selling party may elect to offer the property for sale to a third party. The parties shall allocate the costs of sale in proportion to their ownership interests. The parties may accept the highest bona fide offer. At closing, the Village shall be repaid for the value of the building site at the time of the commencement of this agreement as defined in paragraph 4 and the balance of the proceeds shall be allocated between the parties in proportion to their ownership interests. Nothing in this paragraph shall be construed as a limitation or restriction on the Village's zoning authority.

18. Insurance:

- A. If the Center is damaged by fire or other casualty resulting from any act or negligence of either party or any of either parties' agents, employees or invitee's, shared expenses shall not be diminished or abated while such damages are under repair, and negligent party shall be responsible for the costs of repair not covered by insurance.
- B. The Commission shall maintain property, fire and extended coverage insurance on the Center in such amounts as the Commission shall deem appropriate. Each party shall be responsible, at its expense, for fire and extended coverage insurance on all its personal property, including removable trade fixtures, located in the Center.
- C. Each party shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by the Commission, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.
- D. Each party shall be listed as an additional insured on each other's policy or policies of comprehensive general liability insurance, and each party shall provide the Commission with current Certificates of Insurance evidencing each party's compliance with this Paragraph.

19. **Waiver of Subrogation:** The Village, the Town and all parties claiming under them mutually, release and discharge each other from all claims and liabilities arising from or caused by fire or other casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. The parties further agree that all fire and extended coverage insurance, boiler insurance and other insurance carried by each covering losses arising out of destruction or damage to the Premises or its contents or to adjoining building shall provide for a waiver of rights of subrogation against either party on the part of the insurance carrier.

20. General Provisions:

- A. **Modification of Agreement:** Upon written agreement of the parties, this agreement may be modified at any time to authorize expansion of the Center, construction of additional building(s) on the site, or amendment of any other provision of this agreement.
- B. **Nuisance:** Neither the Village, the Town, the Commission, nor any of their guests, visitors, lessees, or invitees shall use or permit the Center to be used in any manner which is a nuisance to anyone on or off the premises, or which may increase the costs of insuring the property.
- C. **Runs with Land:** All benefits and burdens herein imposed or assumed by the parties, or the Commission shall be binding on all successors and assigns. This agreement shall run with the land in perpetuity unless amended or terminated in writing by agreement of the Village and the Town.
- D. **Effective Date:** This agreement shall be effective upon the date of the final signature affixed below. By executing this agreement, the representatives of the parties each acknowledge that their respective Boards have passed a Resolution approving this agreement.

21. **Waiver:**

- A. **Severability:** If any provision of this agreement shall be declared invalid by a court of competent jurisdiction, the offending provision shall be severed, and the balance of this agreement shall remain in full force and effect.
- B. **Expenses Regarding Enforcement of Covenants and Agreements:** Each party hereto covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by the other party in enforcing the covenants and agreements of this contract.

For the Village:

Daniel Gehrke, Village President

Date

Attest:

Michelle T. Johnson, Village Clerk

Date

For the Town:

Lance Leider, Town Chair

Date

Attest:

Christophe Jenkins, Town Clerk

Date



FIRE STATION AND HALL RESERVATION FORM

242 Fredonia Ave P.O. Box 159 Fredonia, WI 53021
 clerk@fredoniawi.gov 262-692-9125

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ E-MAIL ADDRESS: _____

TYPE OF EVENT: _____ # OF GUESTS*: _____ *Please Adhere to Fire Code

DATE OF EVENT: _____ TIME OF EVENT: _____

Please Choose Rental Space:

Firehouse (Capacity 75)? Village Hall (Capacity 75)?

RENTAL FEE: \$50/day	\$
SECURITY DEPOSIT – Returned with Return of Key to Village Clerk’s Office:	\$50.00
TOTAL FEE:	\$
BALANCE DUE: (Non-Profit Use is Free of Charge)	\$
RECEIPT NUMBER:	

***RENTER FORFEITS THE DOWN PAYMENT IF EVENT IS CANCELLED.**

***SECURITY DEPOSIT WILL BE RETURNED IF RENTED AREAS ARE CLEAN AND FREE OF DAMAGE.**

ALL BAGGED GARBAGE MUST BE PLACED IN THE TRASH RECEPTACLES.

*** NO CONFETTI OR GLITTER. ONLY PAINTERS TAPE TO BE USED ON WALLS & FLOORS.**

***NO FOOD PREP OR AUDIO-VISUAL EQUIPMENT FOR USE**

***NO ALCOHOL OR SMOKING AT FREDONIA GOVERNMENT CENTER**

RENTER: _____ DATE: _____

(Renter Agrees to Hold Harmless Agreement on the Back of this Form)

VILLAGE CLERK: _____ DATE: _____

Available: 24 2x5’ Tables + 75 Chairs in Fire Banquet Hall

Please make checks for Fire Station Rental payable to: “Village of Fredonia” 242 Fredonia Ave
 P.O. Box 159 Fredonia, WI 53021

Please make checks for Fredonia Government Center Rental payable to: “Town of Fredonia”
 242 Fredonia Ave, P.O. Box 12 Fredonia, WI 53021

Any publicity must include the following statement: “Sponsored by the (name of organization utilizing the property)”

***RENTER FORFEITS THE DOWN PAYMENT IF EVENT IS CANCELLED.**

***SECURITY DEPOSIT WILL BE RETURNED IF RENTED AREAS ARE CLEAN AND FREE OF DAMAGE.**

***ALL BAGGED GARBAGE MUST BE PLACED IN THE TRASH RECEPTACLES OUTSIDE.**

*** NO CONFETTI OR GLITTER. ONLY PAINTERS TAPE TO BE USED ON WALLS & FLOORS.**

HOLD HARMLESS AGREEMENT:

1. Hold Harmless. Upon renter's use of the Property by any of its employees, agents, invitees and/or volunteers for the purposes specified herein, renter shall defend, indemnify, and hold harmless the Village of Fredonia from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of renter's use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to Village of Fredonia for all legal expenses and costs incurred by it.
2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this form have the legal power, right, and authority to make this Agreement and bind each respective party.
3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other party any contractual right by custom, estoppel, or otherwise.
5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought about this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.
6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
7. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to written, construed, and enforced as so limited.
8. Applicable Law. This Agreement shall be governed by the laws of the State of Wisconsin.