

RESOLUTION NO. 95A RESOLUTION ESTABLISHING POLICY FOR THE USE OF THE
VILLAGE HALL FACILITIES FOR PRIVATE PARTIES OR ORGANIZATIONS

WHEREAS, the Village of Oconomowoc Lake Village Board finds it to be appropriate for portions of the Village Hall to be available to Village residents and organizations for private use under limited circumstances; and

WHEREAS, the Village Board on or about November 16, 1998, established a policy to regulate the private use of the Village Hall, by Village of Oconomowoc Lake Resolution Number 83; and

WHEREAS, the Village Board now intends to modify the policy regarding the private use of the Village Hall, to limit each person, and each organization, to no more than three uses in any twelve month period, and to make further clarifications to the private use policy.

NOW THEREFORE, BE IT RESOLVED that Village of Oconomowoc Lake Resolution No. 83 is hereby repealed.

BE IT FURTHER RESOLVED that the Village Board of the Village of Oconomowoc Lake, Waukesha County, Wisconsin, hereby establishes this Village of Oconomowoc Lake Private Facilities Policy for the private use of Village Hall facilities.

Private parties and non-profit organizations may use Village Hall facilities for private purposes (Private Use) in full compliance with all of the following conditions:

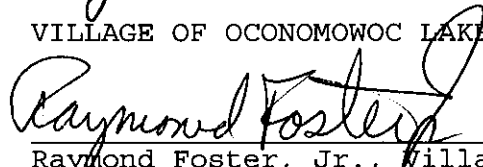
1. Private Use is available only for non-profit organizations and private parties.
2. Private Users must enter an approved Private Use Agreement with the Village, and abide by all of the terms thereof.
3. The responsible party who enters the Private Use Agreement must be a Village resident or Village employee, and the responsible party must be present at all times throughout the private use, unless of an emergency. In case of an emergency, the Village Administrator, at his sole discretion, can authorize another Village resident or Village employee to be the responsible party if they are willing to accept the responsibilities of the same and agree to be present at all times throughout the private use.
4. Village Hall facilities available for Private Use are limited to the meeting room, bathrooms, and adjacent "warming kitchen" as well as available tables and chairs, unless additional or fewer facilities are specified by the Village Board.
5. No alcohol, tobacco products or cooking (other than warming previously cooked food) are permitted.
6. The capacity for the meeting room (50 for meeting purposes and 40 for parties, dinners, showers, etc.) shall not be exceeded.

7. Village Hall facilities for Private Use shall be available on a "first come, first serve" basis .
8. No commercial uses are permitted.
9. Village functions will take priority. Private Use of the facilities shall not be to the exclusion of Village uses. Village officials and employees may enter the premises at any time, even during the Private Use, for any purpose.
10. No Private Use shall be permitted on Mondays.
11. Private Use of the facilities by any private party shall be limited to no more than three uses in any 12 month period. Similarly, Private Use of the facilities by or on behalf of any organization shall be limited to no more than three uses in any 12 month period.
12. Reservations for use of the Village Hall facilities shall be made with the Village Clerk or Village Administrator by executing the approved Private Use Agreement, and paying the specified fee and security deposit in advance.
13. Private Use of the Village Hall facilities is subject to all of the rules, regulations, resolutions and ordinances of the Village of Oconomowoc Lake, and upon strict compliance with the terms of the Village Hall Private Use Agreement.
14. The Village Administrator is authorized to refuse facility usage when, based on past use, that experience or usage has been unfavorable as determined by the Village Administrator.

SEVERABILITY. The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

Dated this 4th day of January, 2001

VILLAGE OF OCONOMOWOC LAKE


 Raymond Foster, Jr., Village President

Attest:


 Barbara Stern, Village Clerk

VILLAGE OF OCONOMOWOC LAKE
VILLAGE HALL PRIVATE USE AGREEMENT

In consideration of being conditionally allowed to use portions of the Village of Oconomowoc Village Hall (referred to herein as "Facilities"), the undersigned Person Responsible, individually, and also the below-named Organization (if any) (Person Responsible and Organization, if any, referred to hereinafter, collectively, as "User") hereby agree as follows:

1. The User shall fully comply with the Village of Oconomowoc Lake Policy for the Use of the Village Hall Facilities for Private Parties and Organizations, which is attached hereto as Exhibit A, and incorporated herein.
2. If the use of the Facilities will be by or on behalf of an Organization, the Organization shall be named below.
3. The Person Responsible hereby states that he/she is a Village of Oconomowoc Lake ("Village") resident or Village employee and hereby agrees to be present at all times throughout the private use of the Facilities.
4. If an Organization is named below, the Person Responsible hereby states that the Organization has not used the Facilities more than three times in the twelve months prior to and including the date of the requested use. If no Organization is named below, the Person Responsible hereby states that he/she has not used the Facilities more than three times in the twelve months prior to and including the date of the requested use.
5. The User shall pay in advance a \$35.00 fee for each day of use or portion thereof and a \$100 security deposit. The security deposit will be held to cover damage and improper care, and necessary cleaning, if any. Any portion of the deposit that remains after all of the Village's costs to fully correct any such damage and cleaning are deducted shall be returned to the User as authorized by the Village Administrator. The User shall reimburse the Village for any costs of repair or cleaning that exceed the amount of the deposit. Non-profit youth organizations will be additionally refunded \$25.00 of the fee upon satisfactory inspection of the premises after use, as authorized by the Village Administrator. Village employees are exempt from the fee and security deposit (but not the reimbursement obligation), for private uses, but not for use by an Organization.
6. The Person Responsible shall be directly responsible for any damage done during the use period. If an Organization is named below, the Person Responsible and the Organization shall be jointly and severally responsible.
7. The User hereby agrees to indemnify, defend and save harmless the Village, its agents, servants, employees, assigns and independent contractors of and from any costs, fees (including Attorney fees of an Attorney of Village's choosing) and all liability arising in any manner whatsoever with regard to personal injury or property damage that may arise during the User's preparation, use, or subsequent cleaning or repair of the Village Hall and related activities.
8. The User hereby agrees that no alcohol beverages shall be served, sold or consumed in the building or outside on the Village property, and that there will be no smoking in the building.
9. The User hereby agrees that capacity for the meeting room is 50 people for meeting purposes and 40 people for parties, dinners, showers, etc., and capacity shall not be exceeded.
10. The User shall be responsible for putting chairs and tables away, putting trash in containers and cleaning the kitchen and bathroom if facilities are used. All windows shall be closed, doors locked and lights turned out.

11. User acknowledges that its use of the facilities shall not be to the exclusion of Village uses. Village officials and employees may enter the premises at any time, even during the Users activity, for any purpose.

THE ACCEPTANCE OF THIS FORM CONSTITUTES AN ACKNOWLEDGMENT AND ACCEPTANCE OF THE CONDITIONS AND REGULATIONS HEREIN NOTED.

DATE OF PROPOSED USE: _____

TIME OF PROPOSED USE: _____

Name of Person Responsible:

Address and Telephone:

By: _____

Signature of Person Responsible

Dated: _____

Name of Organization:

Address and Telephone:

By: _____

Authorized Signature for
Organization

Print Name: _____

Dated: _____

AMOUNT OF SECURITY DEPOSIT RECEIVED: \$ _____

FEE AMOUNT RECEIVED: \$ _____

RECEIVED BY: _____

AGREEMENT APPROVED/DISAPPROVED BY: _____

Approved/Disapproved this _____ day of _____, 20_____.

Village Clerk or Village Administrator