

# St. Martin Heritage Park, Charlestown, Inc. Regulations and Rental Agreement

## 1. St. Martin Heritage Park, Charlestown, Inc. is a A Not-for-Profit Organization<sup>1</sup> and community facility and is available to anyone to use with the following guidelines:

- A. St. Martin Heritage Park, Charlestown may be used for municipal and civic purposes by patriotic, civic/service and educational organizations. The Board of Directors reserves the right to review and approve all rental requests.
- B. St. Martin Heritage Park, Charlestown may be used by any person, company, or corporation for entertainment, recreation, or any other project of community interest.
- C. St. Martin Heritage Park, Charlestown may be used by any individual for receptions, reunions, or any other social gathering. Exceptions in the former church building– Catholic sacraments are prohibited by the Catholic Diocese of Green Bay.

## 2. Reservations

- A. All reservations must be made with Rental Director, Joe or Sharon Heimann at least 10 days in advance. Call 920-849-9592 or 920-340-0001 to request a date at [Info@StMartinHeritagePark.org](mailto:Info@StMartinHeritagePark.org).
- B. All reservations are on the first come, first serve basis. Repeating reservations are allowed on weekdays only.
- C. The fee must be paid to reserve the date. The Rental Director shall be notified of any reservation cancelation. Only half of the reservation fee will be refunded.

## 3. Rental Fees

- A. The fee will be required with each reservation application. A reservation shall only be secured after the rental agreement has been signed and the fee is paid.
- B. By the Board of Directors' discretion, weddings and other major events may incur an additional fee to cover out-of-the-ordinary costs.

Rental Fees are as follows:

### Rental Fee Per Full Day

*Includes heat or air conditioning*

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Chapel and/or Gazebo including restroom	\$750
Hall	\$100
Entire Park and/or Tent	Contact Board

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<sup>1</sup> Not-for-Profit Organization is a corporation or entity for which no part of the income is distributable to its members, directors or officers. The corporation or entity must be an organization or entity operated exclusively for one or more of the following purposes: Religious, Charitable, Scientific, Testing for Public Safety, Literary, Educational, Prevention of Cruelty to Children or Animals, Foster National or International Sports, Civic, Athletic, Agricultural, Horticultural, Professional/Commercial or Industrial Trade Associations.

#### **4. Activities and Supervision within St. Martin Heritage Park**

- A. Any fund raising activity must receive permission to do so from St. Martin Heritage Park, Charlestown Board of Directors.
- B. Decorations shall not be hung from fixtures and masking tape is the only acceptable fastener to be used on walls. No tape on the ceiling acoustical tiles. Decorations can be hung from the ceiling gridwork. Decorating and removal must be accomplished within the time period reserved and shown on Rental Agreement.
- C. Smoking is prohibited within the entire Church and Hall Buildings. No smoking is preferred in the entire outdoor space of St. Martin Heritage Park area, but if necessary, please deposit butts properly.
- D. Animals (except seeing eye dogs) are not allowed in the Church and Hall buildings. They are welcome on the outdoor grounds with supervision. Use proper pickup after them.
- E. The facility must be cleaned, vacated and locked by 11:00 p.m.
- F. The person in charge must be 21 years old.
- G. No sale, admission fee, donation, contribution or other charge shall be collected when intoxicating liquor or fermented malt beverages are consumed without permission from the St. Martin Heritage Park Board of Directors.
- H. It shall be the responsibility of the renter to obtain any necessary permits or licenses required, and to abide by all state laws, as well as town ordinances, resolutions and policies.
- I. It shall be the responsibility of the renter to ensure that the size group assembling does not exceed the maximum capacity of 200 Hall and 200 Church building. A Calumet County Police Officer shall have the right to enter the premises at any time. St. Martin Heritage Park, Charlestown is not responsible for any articles left, lost, or stolen on the rented premises.
- J. Chaperones must be provided as follows: Civic Activity: 50 minors or less – 2 chaperones; 51-100 minors – 3; 101-150 minors – 4; 151-200 minors – 5. Social Activity: 25 minors or less – 2; 26-75 minors – 3; 76-100 minors – 4; 100 or more – 6. Alternative Option: 2 Chaperones and 1 Police Officer would satisfy all requirements. Co-ed groups must have sufficient male and female chaperones.
- K. St. Martin Heritage Park, Charlestown shall not be liable for any injuries, death or property damages arising out of the use by the Renter of the St. Martin Heritage Park property and the Renter agrees to hold the St. Martin Heritage Park, Charlestown harmless.

#### **5. Clean-up and Lock-up:** Activities must be over and the facility cleaned, vacated and locked within the time period reserved. It shall be the responsibility of the Renter to clean the facility as follows:

- A. Wipe, clean and dry all tables, chairs, counters and appliances.  
Fold all chairs and tables and return to their appropriate racks.
- B. If used, serving ware is to be washed and returned to cabinets and not be removed from premises.
- C. All garbage must be removed from premises and disposed of properly.
- D. Sweep all floors. Mop as needed. Pick up and remove all litter from grounds.
- E. All food must be removed.
- F. All decorations are to be removed.
- G. All lights are to be turned off. Note: there are nighttime auto-lights outdoors.
- H. All doors and windows should be closed and properly locked.

When you are finished, the building should be clean and ready for the next group that has it reserved. The renter agrees to pay for any and all additional damages from misuse or failure to properly lock the buildings and/or additional time required to clean and/or restore the facilities.

## St. Martin Heritage Park, Charlestown, Inc. Rental Agreement

This Rental Agreement is made and entered into by and between St. Martin Heritage Park, Charlestown, Inc. Wisconsin, referred to as "Park" and \_\_\_\_\_ referred to as "Renter".

### Facilities Rented:

Entire Park    Chapel & Gazebo w/Restroom    Hall    Kitchen Extras

**Rental Period:** The above facilities shall be rented to Renter by Park on

\_\_\_\_\_, 2\_\_\_\_\_, for the time period from \_\_\_\_\_ to \_\_\_\_\_ on said date.

**Rental Fee:** Renter hereby agrees to pay Park the established rental fee at time of application.

**Make check payable to:** St. Martin Heritage Park, Charlestown, Inc.

**Mail to:** Sharon Heimann, Rental Director, N3287 County Road T, New Holstein, WI 53061

Rental \$\_\_\_\_\_

**Park location (GPS) address for your guests:** N3298 County Road T, New Holstein, WI 53061

### Purpose:

1. Premises are rented for the following reason: \_\_\_\_\_
2. Will the use of the park involve any type of fund raising? Yes \_\_\_ No \_\_\_\_.  
If yes, has the St. Martin Heritage Park Board of Directors granted permission? Yes \_\_\_ No \_\_\_\_.
3. Will alcohol be served? Yes \_\_\_ No \_\_\_\_.  
If yes, has the St. Martin Heritage Park Board of Directors granted permission? Yes \_\_\_ No \_\_\_\_.
4. Will alcohol be sold? Yes \_\_\_ No \_\_\_\_.  
If yes, has the person in charge attained the age of 21? Yes \_\_\_ No \_\_\_\_.
5. Approximate size of group: \_\_\_\_\_.
6. Will a tent be erected? Yes \_\_\_ No \_\_\_\_.
7. How did you hear about the Park: \_\_\_\_\_

**Rules and Regulations:** The Renter agrees to abide by all rules and regulations as described in the document and accepts the conditions as written.

**Renter:** Person in Charge Signature \_\_\_\_\_ Date \_\_\_\_\_

Address, City , State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

**For the St. Martin Heritage Park, Charlestown, Inc.:**

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

**St. Martin Heritage Park, Charlestown, Inc.  
Hold Harmless Agreement**

**This Hold Harmless and Indemnification Agreement ("Agreement")** is entered into by and between St. Martin Heritage Park, Charlestown, Inc., referred to as "Park" and \_\_\_\_\_ referred to as "Renter" \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in Charlestown, Wisconsin.

**The intent of this agreement** is to indemnify the Park from any claims arising from and related to the agreement between the Park and Renter.

**For valuable consideration**, the receipt of which is hereby acknowledged, the Park and Renter agree as follows:

**Renter** will indemnify and hold harmless the Park from all claims, actions, and judgements, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to the rental of St. Martin Heritage Park by Renter. Renter's actions include the acts of Renter's agents and employees.

**In the event** any claim or suit is brought against the Park within the scope of this Agreement, Renter shall pay for legal counsel chosen by the Park to defend against the same.

**This Agreement** shall encompass claims resulting from any actions that may give rise to a claim against the Park.

**In the event** either party files suit in court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this agreement.

**This Agreement** shall be interpreted under the laws of the State of Wisconsin.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
St. Martin Heritage Park, Charlestown, Inc. Signature

**Please return with Rental Agreement**