

TERMS AND CONDITIONS

Event Date & Time	The event shall be held on _____, 20____, (“Event”) between the hours of ___:___ and ___:___ utilizing the Space identified in the Agreement. Licensee shall not have access to the space at any time other than during these hours on the Event date unless Licensee receives prior written permission from the La Crosse Youth Parents Association, Inc. dba Rush WI West (“Rush WI West”).
Deposit	Licensee must pay a non-refundable deposit of \$100.00, which must be paid to the Rush WI West upon the execution of the Agreement. Licensee shall have no obligation under the Rush WI West Agreement (“Agreement”) until the Deposit is paid in full.
Collection of Rental Fees and other Fees	Licensee shall pay to Rush WI West the Rental Fee set forth in the Agreement for the use of the space, supplies and equipment (collectively the “Rental Fee”), as determined in accordance with the terms set forth in the Agreement. The Rental Fee is due in full at least 10 days prior to the Event date, (the “Payment Due Date”). If Licensee fails to pay the full Rental Fee before the Payment Due Date Rush WI West shall have the right to revoke the License and to keep the full amount of the Deposit. Any amounts for extra alcohol or additional guest services, damages or cleaning fees will be applied to a pre-approved credit card. If for any reason any amount due is not paid prior to the Event such fees shall be invoiced within 10 days of the Event. All invoice payments are due within fifteen (15) days of the date of the invoice. Rush WI West reserves the right to charge a 1.5% finance charge per month for any unpaid bill that extends beyond the due date of the invoice.
Security Deposit	No less than 10 days before the Event date, the Licensee shall provide Rush WI West with a pre-approved credit card (the “Security Deposit”) for any damage. Any charge will be made within 15 days after conclusion of the Event, if the Space is not left in the same or similar condition in which it was found. In the event that repair and/or excessive cleaning are needed, the Security Deposit will be applied to those cost, and the Licensee will be responsible for any additional amounts due.
Cancellations	Any cancellations by Licensee will result in forfeiture of the Deposit and the cancellation may also result in forfeiture of Rental Fee.
Condition of Premises	Rush WI West shall setup pursuant to the options selected in the Agreement. Aside from the options set forth in the Agreement, Space shall be provided as-is, and Rush WI West makes no warranty to the Licensee regarding the suitability of the Space for Licensee’s intended use. Licensee shall leave the Space in the same or similar condition as when the Licensee entered. Licensee shall be responsible for any damaged caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. In the event that Licensee does not satisfactorily arrange for such repair, Rush WI West shall be entitled to arrange for any necessary repairs at Licensee’s expense. Licensee shall reimburse Rush WI West for any such repairs within 15 days of receipt of the Rush WI West’s written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred. Dogs are prohibited from the Space. Licensee will be charged \$100 per dog brought to the Space.
Right of Entry	Rush WI West shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to the Space, or injury to any person in or near the Space.
Indemnification	Licensee hereby indemnifies and holds harmless Rush WI West, the City of La Crosse and their employees, officers, directors and agents from any damage, actions, suits, claims, or other costs (including reasonable attorneys’ fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Licensee’s use of the Space, including any acts or omissions on the part of the Licensee, its employees, officers, directors, independent contractors, guests or other agents. Licensee shall maintain adequate insurance for the foregoing and shall provide to Rush WI West upon request. Licensee shall notify Rush WI West of any damage or injury of which it has knowledge in, to, or near the space, regardless of the cause of such damage or injury.
Permitted Use	Licensee is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless Rush WI West gives Licensee prior written authorization for additional permitted uses. Licensee may not use the Space in any manner that may render the insurance for the Space or upon any of Rush WI West’s property void, or which may result in increased insurance premiums for Rush WI West with respect to the Space or any other of the Rush WI West’s property. All use of the Space shall be subject to the Field for Kids Rules and Regulations in place from time to time. Licensee shall be responsible for the condition of their guests. The Rush WI West reserves the right to (a) refuse admission or reject from the Event anyone who is disruptive, intoxicated, disorderly, or jeopardizes public safety; (b) terminate the Event due to disorderly conduct and/or (c) restrict the future use of the Space.
Fees for Extraordinary Services	Extraordinary services are reasonable and necessary services provided by Rush WI West which specifically result from the Event. Extraordinary services may result in measurable financial costs which are above and beyond the normal levels of public health and safety services on nonevent days. Extraordinary services will normally be those services requiring Rush WI West employees to be specifically assigned tasks outside their normal duties in support of the Event and/or those services resulting in overtime pay or similar costs which result from the Event. Examples of extraordinary services may include police protection, traffic control, fire monitoring, dedicated paramedic service, park services and other services necessary to ensure the protection of participants and citizens, and the proper functioning of Rush WI West services. In the event extraordinary services are required, the cost for such services shall be charged to the Licensee, such costs shall not exceed the actual costs of providing these services. The fee shall be paid to the Rush WI West within fifteen (15) days of the date an itemized invoice for the same is prepared and mailed by Rush WI West at the conclusion of the Event. The Rush WI West reserves the right to charge a 1.5% finance charge per month for any unpaid bill that extends beyond the due date of the invoice.
Force Majeure	In the event that the Space is unable, for reasons beyond its control, to make the Space available to Licensee on the Event date for the purpose as set forth in this Agreement, Licensee shall have the option of choosing an Event date that is reasonable to Rush WI West Management, then the Alternate Event Date shall replace the Event date for the purpose of this Agreement, and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Licensee and the Rush WI West Management cannot agree upon an Alternate Event date within 30 days of the original Event date, then Rush WI West Management shall refund to Licensee the full amount of the Rental Fee (including the full Deposit). In neither case shall the Rush WI West be liable for any additional costs or damages suffered by Licensee (over and above the Rental Fee) arising out of a rescheduling or cancellation of the Event pursuant to this Agreement.
Revocation	The Rush WI West shall have the right to revoke the License at any time prior to the Event date, provided it gives Licensee prior written notice of revocation. The Rush WI West’s right to revoke is limited by the following reasons for revocation: nonpayment of fees, breach of this Agreement, or if the Space is being rented for illegal purposes. In the event that the Rush WI West revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Licensee, Rush WI West shall refund to Licensee the full amount paid by Licensee in connection with this Agreement, including the entire Deposit.
Assignment	Neither party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other party, which such consent shall not be unreasonably withheld.
Governing Law	This Agreement shall be construed in accordance with and governed by in all respects, the laws of the State of Wisconsin, without regard to conflict of law principles.

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Counterparts	The Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
Severability	If any part or parts of the Agreement shall be held unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect. If any provision of the Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
Notice	Any notices required or otherwise given pursuant to this Agreement shall be in writing and mailed, addressed as follows: Rush WI West, Attn: Scott Thesing, P.O. BOX 2714, La Crosse, WI 54602

Any changes to the approved floor plan after the final walk through or within 24 hours of the Event Rush WI West has the right to bill the Licensee for the time and materials it takes to make these changes.

The undersigned have read and understand the terms and conditions of the Agreement. Any additions, deletions, or revisions to this Agreement must be made in writing and approved by all parties. This Agreement constitutes the extent of all obligations of the Rush WI West to the Licensee. Licensee agrees to abide by these terms and conditions and to obey all applicable federal, state, and local laws.

LICENSEE

By: _____

Date: _____

Name:

Title: