FRIENDS OF HOYT PARK & POOL, INC.
GRAND HALL RENTAL AGREEMENT

1800 N. Swan Blvd., Wauwatosa, WI 53226
partiesandrentals@tosapool.com

RENTAL INFORMATION

Renter Organization: _____

Contact Person: _____

Street Address: _____

City, State & Zip: _____

Email: _____ Telephone: _____

Day & Date of Function: _____

Type of Function: _____ Number of Guests Anticipated (80 max): _____

Start Time: _____ End Time: _____ Number of hours _____ Date of Submission _____

Tables and Chairs Needed: Chairs (6-8 per table) _____ 60" Round Tables (10 max) _____

30" Tall Cabaret Tables_____ 6' Plastic Banquet Tables_____ Firewood ($25 available Oct-March) _____

Maple Beer Hall Tables (87 by 27") w/Benches (Available Early September through Mid-May) _____

Date is not confirmed until this signed page and total rental amount, plus $200 refundable security deposit are received. Confirmation will be emailed.

RENTER and Friends of Hoyt Park & Pool, Inc. ("FOHPP"), agree to the following terms:

FULL RENTAL FEE & SECURITY DEPOSIT REQUIRED TO SECURE DATE & TIME

$300 for up to a minimum 3-hour rental		$ 300.00
Additional hour(s) at $150 per hour		+ $_____
10% discount to current Lifesaver Donors & TOSA Pool Pass Holders		- $_____
Audio/Visual Equipment Usage (see point 1 below for options)		+ $_____
Bartender(s) at $25 per bartender, per hour		+ $_____
Firewood at $25, available October – March		+ $_____
	SUBTOTAL	$_____
5.9% Sales Tax (multiply subtotal by 0.059)		+ $_____
Refundable Security Deposit Required		+ $ 200.00
		TOTAL: $_____

Payment will be charged IN FULL to your account upon verification of rental.

The Renter agrees to be bound by the terms of this Rental Agreement.

Signature: _____

Printed Name: _____ Date: _____

Updated 11/2025

RENTAL AGREEMENT CONTINUED

- Credit card payments can be made in person or via phone to (414) 302-9160, extension 211. MasterCard and Visa accepted.
- You may send a check or money order, payable to Friends of Hoyt Park & Pool, via US mail to: FOHPP, 1800 N. Swan Blvd, Wauwatosa, WI 53226.
- $300 for up to a three-hour rental. Additional hours for $150 each.
- 10% discount to current FOHPP Lifesaver Donors and TOSA Pool Season Pass Holders.
- Sales tax not included. Most facility rentals are taxable; you may be exempt from sales tax depending on your tax status and use of facility. Government unit or public school - purchase order required. For all other tax-exempt organizations, certificate of exemption from the Department of Revenue is required.
- All decorating, catering, setup and cleanup must be completed within your rental time.
- Admittance to the building is restricted to the “start” time. The building must be completely vacated by the “end” time. If not vacated by the agreed-upon end time, FOHPP reserves the right to charge for additional time past the allowed time.
- Additional equipment & services are available for a fee. These services may include audio/visual equipment, bartending and more. Please inquire with FOHPP staff for pricing information.
- A service fee of $25.00 will be applied for any checks returned for insufficient funds.
- Minors should be supervised in this facility.
- Do not use the Grand Hall if you have had a cough, fever or other symptoms of COVID-19 or GI tract symptoms including nausea, vomiting or diarrhea in the past two weeks.

1. **GRAND HALL RENTAL** allows access to the Grand Hall and adjacent restrooms. You and your party are not allowed on the pool deck at any time; separate admission fee is required for pool entry. Please inquire for pricing information.

- Grand Hall dimensions: 23’ x 53’
- Capacity: 80 with tables and chairs for dining or conference seating only.
- Amenities: heat/air conditioning, tables and chairs.
- Audio/Visual Options: 60” Smart TVs (4 available) for $25 per TV, 10’ drop down screen and projector for $100, wireless microphone and/or speakers for $50.
- Restriction: No access to kitchen facilities. Water only upon request.
- Renter agrees and acknowledges that, notwithstanding Renter’s rental of the facilities described herein, if FOHPP staff determine, in their reasonable discretion, that for the safety of patrons of the swimming pool or adjacent park such patrons need to take emergency shelter within the Grand Hall because of inclement weather, civil unrest or acts of God, that such patrons may be given access to the Grand Hall during the rental. In such an event, FOHPP will

consider accommodations to the Renter, including extension of the time period of the rental, full or partial rental fee refund or rescheduling of the rental.

- Parking: Parking in lot west of facility with service drive for loading and unloading.

2. **RENTER.** Must be 21 or older to rent the Grand Hall. Renter is responsible for obtaining all necessary permits or licenses associated with its activity including, but not limited to, food, beverage or liquor permits. Renter is responsible for the actions of their guests, and will be billed for damages or excessive clean-up costs.

Renter's and guests' use of the Grand Hall is subject to all local municipal and county ordinances in addition to all rules and regulations governing parks and parkways, and can be terminated immediately at the discretion of local law enforcement authorities and/or FOHPP, if the terms of this contract are misrepresented, violated or when public safety is threatened.

Cancellation "For Cause" will result in forfeiture of all fees. This termination provision is in addition to, and not in lieu of, any other termination or cancellation provision set forth in this Grand Hall Rental Agreement.

3. **INAPPROPRIATE LANGUAGE OR BEHAVIOR PROHIBITED**. This is a family-friendly facility for the entire general public to enjoy. Inappropriate language, dress or behavior is prohibited. Inappropriate language, dress or behavior includes any word, gesture, clothing, or tattoo that would be offensive to anyone else either working at, or using, the facility, or which disrupts any other patron's, guest's or visitor's pleasant, safe or family oriented recreational experience. All patrons and guests shall demonstrate respect toward all other patrons, guests and staff. All patrons and guests shall use this facility, its equipment, and supplies in an appropriate manner.

4. **SECURITY DEPOSIT.** A refundable security deposit of $200.00 is required, in addition to the Total Rent Amount set forth above. RENTER is responsible for the clean-up of the Grand Hall and other common areas used during the rental period. FOHPP will inspect the rented area of the facility prior to, and following, RENTER's use of the facility. Any damage to the facility, excessive debris, missing inventory, or other requiring clean-up and/or maintenance beyond normal wear and tear will be deducted from the deposit. The deposit (less any deductions) will be mailed to RENTER within 30 days after the date of rental. Checks for the deposit must be made payable to Friends of Hoyt Park & Pool, Inc.

5. **CANCELLATION POLICY**. A full refund will be issued for cancellations at least 46 days prior to the original rental date. A 50% refund will be issued for cancellations 30-45 days prior to the original rental date. Cancellations less than 30 days before the rental date will result in a forfeiture of the rental fee.

6. **FOOD & BEVERAGE POLICY**. You may bring in your own food and beverage for your private party, or use a caterer of your choice. If you intend to have alcohol, and you

charge a fee, you will be required to obtain a liquor license from the City of Wauwatosa. Alcoholic beverages must only be served to individuals 21 or older, and must be consumed within rented space.

7. **PUBLIC EVENTS AND ADMISSION FEE PROHIBITED**. The facilities described herein may only be used for family gatherings, company functions and private parties. Rentals for which the general public would be invited ("Public Events") are prohibited. Friends of Hoyt Park & Pool does not allow money to be collected at the door of any rental. Any event which is publicly advertised or promoted, including, but not limited to, advertising or promotion by posting on social media is considered a Public Event.

8. **COLLECTING DONATIONS/SILENT AUCTION/RAFFLE**. Other than fundraising activities by qualified not-for-profit entities, this facility, its equipment and supplies may not be used by any patron or guest for any profit-making activity of any kind or nature. Any exchange of money in or use of the Grand Hall at Hoyt Park for fundraising or material gain by a qualified not-for-profit entity, including collecting donations, hosting a silent auction or raffle, requires approval by Friends of Hoyt Park & Pool. Other licenses and permits might be required.

9. **AMPLIFIED SOUND**. The use of microphones, DJ equipment, and live bands is considered amplified sound and must be confined, if allowed as part of rental agreement, to rental space only.

10. **DECORATIVE ITEMS**. FOHPP does not permit the use of adhesives, tacks, nails, or hardware on the walls or ceilings of the Grand Hall building. All candles must be contained in approved votive holders. Confetti, glitter, confetti-type material or any decoration that may damage the facility is not allowed. Renter is responsible for the removal of all decorations and helium tanks and clearing tables and counters of all perishables. Smoke machines are not allowed.

11. **NO SMOKING FACILITY**. Grand Hall at TOSA Pool is a non-smoking facility.

12. **HOURS**. 8:00AM to Midnight. All private functions at the Grand Hall at TOSA Pool must end, and all guests must depart the facility and parking area no later than 12:30AM.

13. **PARKING**. Parking is allowed only in the Hoyt Park parking lot, or other designated parking areas. Parking on the grass or off-road is not permitted.

14. **INDEMNIFICATION**. RENTER agrees to indemnify and hold FOHPP, and its respective officers, directors, employees and agents harmless from all claims, liability, loss, cost, expenses or damages, including court costs and attorneys' fees, as a result of injury or death or any person, or property damage to any property sustained by RENTER or any other guest which arise from any act or omission on or about the TOSA Pool at Hoyt Park facilities by RENTER, its agents, guests, or employees, in the

performance of this Rental Agreement, including any and all expenses, legal or otherwise, incurred in the defense of any suit or claim.

16. **CLEANUP**. Cleanup immediately after the function is the responsibility of RENTER. Cleanup duties include placement of all trash into appropriate receptacles, cleanup of any food/beverage spills, removal of any decorations, and restoration of furniture items to their pre-function positions. FOHPP staff in charge will inspect the hall facilities after each rental for damage or lack of cleanliness. Minor damage or the need for cleanup of the facilities by our staff will be charged against RENTER's deposit. If the cost of repair or clean-up exceeds the amount provided as RENTER's deposit, RENTER shall be liable for the additional cost, and shall reimburse FOHPPfor the additional cost, upon demand. If collection efforts are required to collect from RENTER, RENTER shall be liable for reasonable attorney's fees and court costs.

17. **RESERVATIONS**. Reservations for private rental of the Grand Hall, TOSA Pool at Hoyt Park may only be made with authorized representatives of FOHPP. A reservation is confirmed upon submission of the following:

(1) a copy of this Rental Agreement, signed by or on behalf of RENTER;
(2) payment of the Total Rental Amount and security deposit; and
(3) A copy of any required licenses or permits.

18. **TERMINATION**. FOHPP reserves the right to immediately terminate the use of the facility by the Renter's entire party or event and to remove anyone for failing to obey the rules or instructions, either verbal or written, including, but not limited to, the terms of this Grand Hall Rental Agreement, or for engaging in any behavior that FOHPP determines, in its sole discretion:

(i) disrupts or threatens to disrupt other patrons' or guests' use or enjoyment of the Park;
(ii) is dangerous to any patron or guest, including, but not limited to, the patron or guest undertaking such behavior; or
(iii) may cause damage to the facility, its equipment and supplies.

FOHPP reserves the right to terminate and cancel this Rental Agreement and Renter's rights to use the facility or equipment prior to the date of the Renter's party or event for failure to comply with the terms of this Agreement, including, but not limited to, the timely payment of all sums due hereunder, or if FOHPP determines, in its sole discretion, that actions have been undertaken by Renter or others that may lead to or result in violation of the terms of this Agreement or which may lead to or result in FOHPP's right to terminate use under the immediately preceding paragraph.

19. **FOHPP PERSONNEL**. FOHPP personnel may be present during the rental to confirm, in their sole discretion, compliance with the terms of this Agreement, including, but not limited to, determining appropriate levels of amplified sound, enforcing the smoke free policy, and confirming safe use of the fireplace.

20. **INVALIDITY**. If any provision, clause or part of this Agreement or its application under certain circumstances, is held invalid, the remainder of the Agreement, or the applications of each provision, clause or part under other circumstances, shall not be affected.

21. **AMENDMENTS**. Amendments to this Agreement must be in writing and signed by each of the parties to this Agreement.

22. **GOVERNING LAW**. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Wisconsin.

23. **NON-TRANSFERABILITY**. The rights and obligations under this Agreement are non-transferable by RENTER, either voluntarily or involuntarily.