

**APPLICATION FOR USE OF
COUNTY-OWNED PROPERTY OR FACILITY AND CONTRACT**

APPLICATION

This Application must be completed and signed by the APPLICANT to request the use of Veteran's Park and/or the County campus adjacent to County Highway NN east of the City of Elkhorn.

NOTES:

1. Walworth County does not require First Amendment demonstrations to obtain liability insurance because the activity is a constitutional right. However, an application should be submitted to the reserve location.
2. The sale, possession, or consumption of alcoholic beverages upon county-owned property is prohibited except in Veteran's Park.
3. See County Ordinance Section 42-1 or Administrative Procedure 2-112 for additional details when processing 1st Amendment or Alcohol-related permits.

Please return the completed and signed Application to:

DPWGeneral@co.walworth.wi.us

or

WALWORTH COUNTY PUBLIC WORKS DEPARTMENT
FACILITIES MANAGEMENT DIVISION
W4097 COUNTY ROAD NN, BUILDING B
ELKHORN, WI 53121

This Application will be processed, and if approved, signed by Walworth County. A duplicate will be returned to you and will serve as your receipt for your deposit (if required).

Consent by Walworth County is required to use County-owned grounds or facilities. If the Department denies the permit request, the requestor will be provided a reason for denial and instruction on their right to an appeal. The requestor may appeal the decision of the Director to the County Administrator. Such a request shall be in writing and shall state the grounds of the appeal

APPLICANT

Name: _____

Group or Organization: _____

Address: _____
Street City ZIP Code

Phone: _____

Email: _____

SITE REQUESTED:

Maps are provided below for Veteran’s Park and the Walworth County campus. Include a map with highlighted zone or public forum area(s) with your application.

EVENT:

Purpose of Event: _____

Number of Participants Expected (Maximum): _____

FACILITY DATES AND HOURS REQUESTED:

IMPORTANT: Dates and hours must include set-up, take-down, and clean-up times. The APPLICANT is expected to clean the area to Walworth County’s requirements before the closing time listed. Be certain that your specific hours include deliveries made by vendors or anyone involved who may have to deliver supplies to the area prior to or after your arrival.

In no instance may goods or materials be stored in or on Walworth County facilities before or after the opening or closing times listed. When private or personal property remains overnight during multi-day events, security is the responsibility of the APPLICANT.

Date	Start Time	End Time

Location (Description): _____

UTILITIES AND OTHER PROVISIONS.

Indicate any provisions made for the following:

Electrical Power	
Garbage Waste Containers	
Garbage Waste Disposal	
Toilets	
Water	
Security	
Parking	
Emergency Medical Services	

Will this event involve any of the following items?

Sales of Any Kind	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Food & Beverages	<input type="checkbox"/>	<input type="checkbox"/>
Alcohol	<input type="checkbox"/>	<input type="checkbox"/>
Rides	<input type="checkbox"/>	<input type="checkbox"/>
Entrance Fee	<input type="checkbox"/>	<input type="checkbox"/>
Produce	<input type="checkbox"/>	<input type="checkbox"/>
Dancing	<input type="checkbox"/>	<input type="checkbox"/>
Live Music	<input type="checkbox"/>	<input type="checkbox"/>
Recorded Music	<input type="checkbox"/>	<input type="checkbox"/>
Entertainment	<input type="checkbox"/>	<input type="checkbox"/>
Portable Cooking Devices	<input type="checkbox"/>	<input type="checkbox"/>
Shelters/Tents/Canopies	<input type="checkbox"/>	<input type="checkbox"/>
Play / Game Area	<input type="checkbox"/>	<input type="checkbox"/>

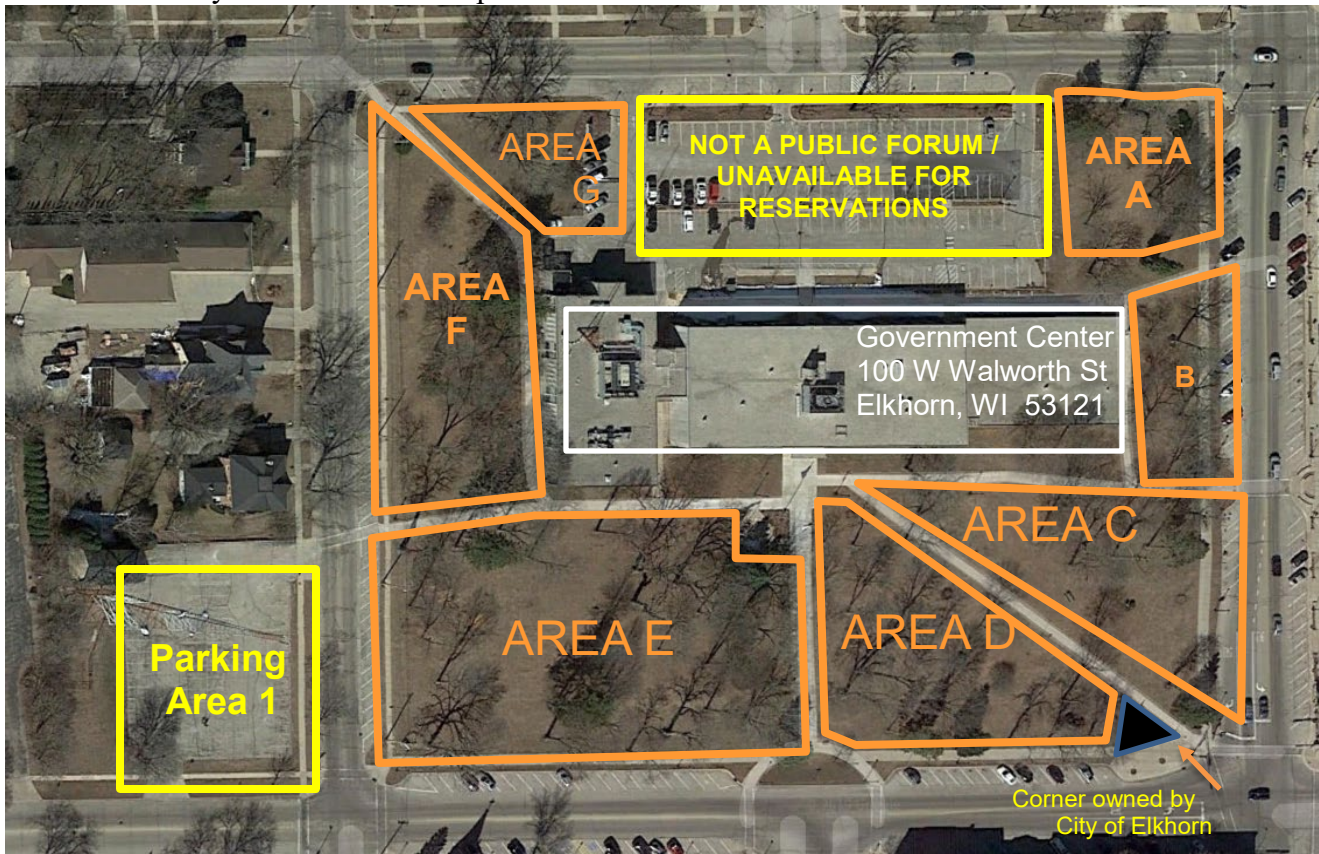
NOTE THAT THE SALE, POSSESSION, OR CONSUMPTION OF ALCOHOLIC BEVERAGES UPON COUNTY-OWNED PROPERTY IS PROHIBITED EXCEPT IN VETERAN'S PARK.

APPLICATION TERMS AND CONDITIONS

I, the undersigned, accept full responsibility for the terms and conditions of the application and certify that it is accurate and complete. I understand that inaccurate information is grounds for the cancellation of any reservation granted to me and may jeopardize any further reservations.

Signed: _____ Date: _____
 APPLICANT

Walworth County Veteran's Park Map



Walworth County Campus Map (Public Forum Locations)



CONTRACT

Sign under "Applicant", and leave the remainder blank. YOU DO NOT HAVE A RESERVATION UNTIL WALWORTH COUNTY PUBLIC WORKS SIGNS THIS FORM.

Please read this Contract carefully to determine if special conditions or requirements have been made a part of this contract.

This contract, made this _____ day of _____, 20____, by and between WALWORTH COUNTY, and _____, APPLICANT,

WITNESSETH as follows:

WALWORTH COUNTY agrees to allow the APPLICANT to use the above-described property at the times and hours listed on this Application and Contract under the rules and regulations laid down by WALWORTH COUNTY.

APPLICANT, individually, jointly, and severally, agrees to abide by all rules and regulations formulated by WALWORTH COUNTY for the use of County-owned property; to adhere to all special conditions listed by WALWORTH COUNTY in this contract; to be responsible for the careful use of the facilities described herein; to make good all loss or damage sustained as a result of the activities held or promoted pursuant to this contract; to be responsible for all preparation and reasonable clean up after use, and special conditions, specifically:

- APPLICANT must call Digger's Hotline (811) before any signage or tents are staked into the ground.
- In accordance with Section 66-160 (c) of the Walworth County Code of Ordinances, no vehicles or trailers are allowed on the grass or sidewalks. All vehicles should park in designated spots located on the street. Approval to park in Walworth County parking lots must be specifically approved as part of this Contract. No parking is allowed in reserved or other designated or marked spots. Violators may be ticketed or towed per Section 66-163 of the code.

APPLICANT shall hold harmless, defend and indemnify WALWORTH COUNTY and its employees and officers from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney's fees, and fees of litigation) or every nature arising out of, or in connection with, or relating to APPLICANT'S use of the Facility or any part thereof. Such liability, loss, damage, expense, and costs shall include, but not be limited to, death, personal injury, and commercial and Constitutional causes of action. WALWORTH COUNTY shall notify the APPLICANT of any claim.

_____ If this line is checked, APPLICANT is required to provide _____ security guards acceptable to WALWORTH COUNTY for the duration of APPLICANT'S event, at APPLICANT'S own expense, and provide WALWORTH COUNTY with proof that such guards are secured not less than 48 hours prior to APPLICANT'S event.

_____ If this line is checked, the APPLICANT is required to place a deposit of \$ _____. This deposit shall be refunded to the APPLICANT after the event provided the property used has been cleaned and secured.

Sales of food and other products may require licenses or permits from local government authorities. The sale, consumption, or possession of alcoholic beverages is prohibited except in Veteran's Park.

APPLICANT must have the appropriate permits or licenses prior to the scheduled event. APPLICANT agrees that it will save and indemnify and hold harmless WALWORTH COUNTY and its Supervisors and employees and agents against all liabilities, judgments, costs, and expenses, including the claims of any third party which may in any way come against WALWORTH COUNTY by reason of granting this application, or which may in any way result from the actions or inaction of the APPLICANT, or its members, guests, invitees, employees or other persons or entities under contract with, or acting on behalf of, the APPLICANT.

_____ If this line is checked, the APPLICANT's event is required to be insured.

APPLICANT'S event is required to be insured for general liability in the amount of at least \$1,000,000.00 (One Million Dollars), and WALWORTH COUNTY must be named as co-insured. A Certificate of Insurance must be filed with WALWORTH COUNTY not less than 48 hours prior to APPLICANT'S event. FAILURE TO PROVIDE SUCH A CERTIFICATE WILL VOID THIS CONTRACT AND CANCEL THE USE OF ANY WALWORTH COUNTY FACILITIES.

Date

By: WALWORTH COUNTY PUBLIC WORKS DIRECTOR
OR AGENT

Date

By: APPLICANT

Insurance Requirements
Attachment for Application for Use of County-Owned Property

Notice to APPLICANT

Please provide this document to your insurance provider. Walworth County requires your insurance provider to furnish a Certificate of Insurance indicating proof of a Special Event / Commercial General Liability endorsement. Your insurance provider must be licensed in the State of Wisconsin to provide the coverage.

APPLICANT shall procure and maintain for the duration of the event insurance against claims for injuries to persons or damages to property that may arise from or in connection with the rental or use of the facilities or county-owned property and the activities of the APPLICANT, his guests, agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$1,000,000 if aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the APPLICANT maintains broader coverage and/or higher limits than the minimums shown above, Walworth County requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Walworth County.

Walworth County, its officers, officials, representatives, employees, members of its boards and/or commissions, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of the rental or use of the facility or county-owned property, work or operations performed by or on behalf of the APPLICANT including materials, parts, or equipment furnished in connection with such work or operations.

Coverage shall not be canceled, except with notice to Walworth County.

Waiver of Subrogation

APPLICANT hereby grants to Walworth County a waiver of any right to subrogation which any insurer of said APPLICANT may acquire against Walworth County by virtue of the payment of any loss under such insurance. APPLICANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Walworth County has received a waiver of subrogation endorsement from the insurer.

Certificate of Insurance

Walworth County should be listed as the Certificate Holder, as follows:

Walworth County Public Works
W4097 County Road NN
Elkhorn, Wisconsin 53121
DPWGeneral@co.walworth.wi.us