

# FORM 2-108-A APPLICATION FOR USE OF COUNTY-OWNED FACILITY AND CONTRACT

## APPLICATION

This Application and Contract must be completed and signed by the APPLICANT to request one-time or occasional use of County-owned facilities when an activity is unsupervised by County staff or poses an elevated risk and liability. All applicants will be provided a copy of Section 2-105.19 Tenant Rules of Administrative Procedure 2-105 Facilities Master Planning Processes and Standards.

Please return the completed and signed Application and Contract to:

[DPWGeneral@co.walworth.wi.us](mailto:DPWGeneral@co.walworth.wi.us)

or

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

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

If not approved, this Application will be returned to you along with an explanation for the refusal, and the Contract will be void. Consent by Walworth County is required to use County-owned facilities.

### APPLICANT

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City ZIP Code

Contact Phone: (\_\_\_\_) \_\_\_\_\_ Contact Email: \_\_\_\_\_

Applicant Alternative Contact Name and Phone: \_\_\_\_\_

### FACILITY INFORMATION:

Proposed Facility Location(s): \_\_\_\_\_

Room or Specific Area of Proposed Facility: \_\_\_\_\_

Number of Participants Expected (Maximum): \_\_\_\_\_

**Describe the nature or purpose of the facility use:**

---

---

---

**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.

**One-Time Event or Activities:**

| Date | Start Time | End Time |
|------|------------|----------|
|      |            |          |
|      |            |          |

**Re-Occurring Events or Activities (Indicate Start and End Times):**

|                   |
|-------------------|
| Describe Routine: |
|-------------------|

Example: Weekly fitness activity in Rm 212 from 6:00 PM to 8:00 PM on most Wednesdays throughout the year.

**UTILITIES AND OTHER PROVISIONS.**

Indicate unique support requirements that go beyond the as-is use of the facility:

| Requested Supported:   | Requested ("X") | Requestors Remarks: | Approved: | Denied: |
|------------------------|-----------------|---------------------|-----------|---------|
| Added Electrical Power |                 |                     |           |         |
| Added Waste Containers |                 |                     |           |         |
| Water Coolers          |                 |                     |           |         |
| Added Chairs & Tables  |                 |                     |           |         |
| County Security*       |                 |                     |           |         |

\* Sheriff Department Approval Required (Coordinated by Public Works)

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"/> |    |
| Civic Engagement (e.g. rally, protest, march, etc.)     | <input type="checkbox"/> |     | <input type="checkbox"/> |    |
| Music/Entertainment                                     | <input type="checkbox"/> |     | <input type="checkbox"/> |    |
| Cooking / Food Prep                                     | <input type="checkbox"/> |     | <input type="checkbox"/> |    |
| Use of Heating Devices                                  | <input type="checkbox"/> |     | <input type="checkbox"/> |    |
| Fire Arms   | <input type="checkbox"/> |     | <input type="checkbox"/> |    |
| Loud Activities   | <input type="checkbox"/> |     | <input type="checkbox"/> |    |
| Physical Activities (e.g. exercise, self-defense, etc.) | <input type="checkbox"/> |     | <input type="checkbox"/> |    |
| Parking in County lots                                  | <input type="checkbox"/> |     | <input type="checkbox"/> |    |

**TERMS AND CONDITIONS**

**THE SALE, POSSESSION, OR CONSUMPTION OF ALCOHOLIC BEVERAGES IN COUNTY-OWNED PROPERTY IS PROHIBITED.** Sales of food and other products may require licenses or permits from other government authorities, for which WALWORTH COUNTY is not responsible.

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

Parking in Walworth County 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.

Any accidents or damage to the facility must be reported to a Walworth County representative immediately following the facility’s use.

**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 following terms and conditions.

APPLICANT, individually, jointly, and severally, agrees to abide by all WALWORTH COUNTY rules, policies, and regulations, such as Walworth County Ordinances Chapter 16 – Public Property, for the use of County-owned property; and to adhere to all special conditions listed by WALWORTH COUNTY in this application and contract, or attached hereto.

APPLICANT accepts responsibility for control of the facility area for the careful use at the times as 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 cleanup after use; to be responsible for any goods, materials, and private or personal property left at the facility; and for the security for such property.

APPLICANT accepts responsibility for complying with all Americans with Disabilities (ADA) requirements and supplying ADA-required assistance for activities described herein.

### **Indemnity**

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

### **Insurance**

APPLICANT is required to procure and maintain for the duration of this contract, the following insurance:

- Commercial General Liability – Limits must be at least \$1,000,000 per occurrence and \$2,000,000 aggregate including coverage for bodily injury, property damage, personal and advertising injury, products and completed operations. Special Event Liability coverage with the same limits may be sufficient in place of Commercial General Liability coverage with the approval of WALWORTH COUNTY.

Any insurance specified above must name “WALWORTH COUNTY, its directors, officers, officials, representatives, employees, members of its boards and/or commissions, and volunteers” as additional insureds by endorsement; provide that such insurance is primary coverage with respect to all insured and additional insureds; and grant a waiver of subrogation by endorsement in WALWORTH COUNTY’S favor. WALWORTH COUNTY shall be notified immediately upon any cancellation, nonrenewal, or material change in any policy maintained in accordance with this contract. Certificates evidencing coverages, limits, and provisions specified above must be provided prior to the facility use and thereafter upon the renewal of such policies if renewal occurs during the duration of this contract. FAILURE TO PROVIDE SUCH A CERTIFICATE OR MAINTAIN SUCH INSURANCE WILL VOID THIS CONTRACT AND CANCEL THE USE OF ANY WALWORTH COUNTY FACILITIES.

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](mailto:DPWGeneral@co.walworth.wi.us)

I, APPLICANT, understand that permission to use such facility will only be granted if the function can reasonably be accommodated and such use will not unduly interfere with the rights of the general public, the

designated use by WALWORTH COUNTY, and will not present a clear and present danger to public health and safety, and such permission may be revoked at any time. I agree the information I have provided regarding the use of the facility is true and accurate, and that the facility I have requested is suitable and safe for the applied purpose. I hereby certify that I am authorized to execute this document on behalf of the organization requesting the use of the facility.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
APPLICANT

**Special Conditions:**

\_\_\_\_\_ 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 pay a fee of \$ \_\_\_\_\_ for the requested use of the facility for the duration specified in the application.

\_\_\_\_\_ 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.

Application  Approved  Denied [Routed to Owning-Department Representative(s) for decision]

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: WALWORTH COUNTY PUBLIC WORKS DIRECTOR  
OR AGENT