

# APPLICATION FOR USE OF COUNTY OWNED PROPERTY OR FACILITY AND CONTRACT

## PART 1 – APPLICATION

Part 1 of this form must be completed and signed by the Applicant, to enter your request for use of County owned property.

Please return the completed and signed Application (Part 1) to: WALWORTH COUNTY PUBLIC WORKS DEPARTMENT - FACILITIES MANAGEMENT DIVISION, W4097 COUNTY ROAD NN, COURTHOUSE ANNEX, ELKHORN, WI 53121.

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

If not approved, this form will be returned to you, along with an explanation for the refusal. Consent by Walworth County is required to use County owned grounds or facilities.

### APPLICANT

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

Group or Organization: \_\_\_\_\_

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


Phone: Home: \_\_\_\_\_ Business: \_\_\_\_\_

### SITE REQUESTED:

Describe the property/room/ facility you wish to use: \_\_\_\_\_  
\_\_\_\_\_

### EVENT:

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

Approved   
Revised 11/18/14

**FACILITY DATES AND HOURS REQUESTED:**

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

In no instance may goods or materials be stored at the Courthouse Square before or after the opening or closing times listed. When private property remains overnight during multi-day events, security is the responsibility of the user.

DATE	TIME	
	FROM	TO
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____


**UTILITIES, ETC.**

Have you made provisions for the following:

Electrical Power? \_\_\_\_\_ How? \_\_\_\_\_  
Garbage Waste Containers? \_\_\_\_\_ How Many? \_\_\_\_\_  
Garbage Waste Disposal? \_\_\_\_\_ How? \_\_\_\_\_  
Toilets? \_\_\_\_\_ How? \_\_\_\_\_  
Water? \_\_\_\_\_ How? \_\_\_\_\_  
Security? \_\_\_\_\_ How? \_\_\_\_\_  
Parking? \_\_\_\_\_ How? \_\_\_\_\_  
Emergency Medical Services? \_\_\_\_\_ How? \_\_\_\_\_

**WILL THIS EVENT INVOLVE:**

Sales of any kind? Yes \_\_\_\_\_ No \_\_\_\_\_  
Food \_\_\_\_\_ Rides \_\_\_\_\_ Services \_\_\_\_\_  
Entrance Fee \_\_\_\_\_ Beverages \_\_\_\_\_  
Produce \_\_\_\_\_ Products \_\_\_\_\_  
Will there be dancing? \_\_\_\_\_ Live Music? \_\_\_\_\_ Recorded Music? \_\_\_\_\_  
Will there be entertainment? \_\_\_\_\_ Describe: \_\_\_\_\_  
Will there be portable cooking devices? \_\_\_\_\_ Describe: \_\_\_\_\_  
Will there be auxiliary shelters? (e.g., tent, canopy)? \_\_\_\_\_  
Describe: \_\_\_\_\_  
Will there be a play/game area? \_\_\_\_\_ Describe: \_\_\_\_\_

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**NOTE THAT THE SALE, POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES UPON COUNTY OWNED PROPERTY IS PROHIBITED.**

**PERMIT 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 cancellation of any reservation granted to me and may jeopardize any further reservations.**

Signed: \_\_\_\_\_  
Applicant

Date: \_\_\_\_\_

**PART 2 – CONTRACT**

**(Sign under “Applicant”, and leave the remainder blank.) If your application is accepted, Walworth County will complete Part 2, sign it, and mail you a copy. YOU DO NOT HAVE A RESERVATION UNTIL THE WALWORTH COUNTY FACILITIES MANAGEMENT DIRECTOR OR HIS AGENT SIGNS THIS FORM.**

**(Please read Part 2 carefully to determine if special conditions or requirements have been made a part of this contract.)**


**This contract, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between WALWORTH COUNTY, and \_\_\_\_\_, APPLICANT,**

**WITNESSETH as follows:**

**WALWORTH COUNTY agrees to allow APPLICANT to use the above-described property at the times and hours listed on Part 1 of 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 cleanup after use, and special conditions:**

- 1) Applicant must call Diggers Hotline (811) before any signage or tents are staked into the ground.
- 2) 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, or in the parking lot (if specifically approved in this contract). No parking is allowed in reserved or other designated or marked spots. Violators can be ticketed or towed per Section 66-163 of the code.

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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 of any part thereof. Such liability, loss, damage, expense and costs shall include, but not be limited to death, personal injury, commercial and Constitutional causes of action. WALWORTH COUNTY shall notify 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, APPLICANT is required to place a deposit of \$ \_\_\_\_\_. This deposit shall be refunded to 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. 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.


APPLICANT'S event is required to be insured for general liability in the amount of \$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 in preferably one week, but not less than 48 hours, prior to APPLICANT'S event. **FAILURE TO PROVIDE SUCH CERTIFICATE WILL VOID THIS CONTRACT AND CANCEL THE USE OF ANY WALWORTH COUNTY FACILITIES.**

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
APPLICANT

Approved   
Revised 11/18/14