



- APPROVED
- DENIED

Permit #: _____
(If Approved)

**WALWORTH COUNTY
HARVESTED FIREWOOD PERMIT**

Requesting Individual / Agency: _____ Date of Request: __/__/__

Permit Issued For:

- County-Rights-of-Way
- County Burn Pit

Requested Firewood Harvest Date: __/__/__
Location (County ROW): _____

Anticipated Equipment Use (Describe): _____

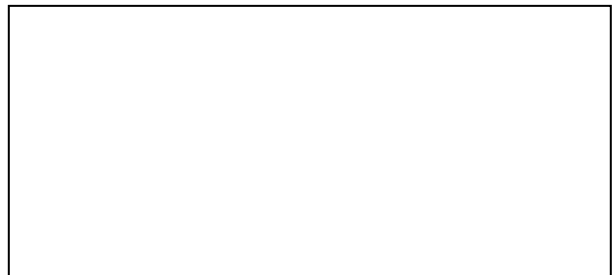
Harvest Request: Live Wood (Tree Felling) Deadwood
Cords: 1 2 3 NOTE: Cord is 4' H x 8' W x 4' Deep or 128 Cubic Feet

NOTE: Amount of County Firewood Available is limited. It is recommended that citizens or organizations contact the Department of Public Works for quantities potentially available.

For Official Use Only

Resident Name: _____ Authorized Harvest Location: _____
Street Address: _____
City: _____ Authorized Harvest: Live Deadwood
State: Wisconsin Zip Code: _____ Authorized Harvest Date: __/__/__
Email: _____ Quantity Authorized (Cords): 1 2 3
Phone Number: _____ Quantity Authorized To Date: 1 2 3
Comments/Instructions: _____

MAP DETAIL (IF NECESSARY)



SEE ATTACHED FOR SPECIAL REGULATIONS, SPECIAL PROVISIONS,

PERMIT AGREEMENT AND EXHIBIT “A”

SPECIAL REGULATIONS

In accordance with Walworth County Wisconsin Code of Ordinances, the following special regulations apply:

Permits. No person shall cut, pull, harvest or remove any miscellaneous wood from Walworth County rights-of-way or facilities without first having a permit issued by and in coordination with Walworth County Public Works. Public Works may, at its sole discretion, offer harvested wood from County Rights-of-way to adjacent landowners provided said landowners retrieve the wood within 24 hours, and at their own risk. All other parties will require a firewood permit; see Form 2-119-A (Harvested Firewood Permit).

1. Permits will be issued between 7:00 A.M. and 3:30 P.M., Monday through Friday, at the Public Works Department, Building B, W4097 County Road NN, Elkhorn.
2. Permits may be obtained Public Works or via the Public Works website. Electronic submission of permits is authorized.
3. There is no fee for the permit.
4. Permits will only be good for day recorded on the form.
5. Permit Display. No person shall harvest or transport any wood product without a Walworth County Public Works issued permit clearly displayed in the windshield of the vehicle, or, on their person during harvesting.
6. Resale. No person shall harvest or transport wood products for sale. All wood will be for residential or personal-use only.
7. Liability. In accordance with Wisconsin Statute § 895.52 “...wood cutting or removing wood...” is a recreational activity to which Walworth County is immune from liability.

Special Rules. Harvesting wood (hours, locations, limitations)

1. No person shall harvest wood from a Walworth County Park, or County facility, outside the Public Works business hours of 7:00 A.M. through 3:30 P.M., without prior coordination of Public Works.
2. No tree may be cut down (felled) within seventy-five (75) feet of any road.
3. Locations approved for harvesting wood include County Rights-of-Way and the County Public Works burn-pit.
4. Only deadwood or trees marked for removal may be harvested. Pre-coordination with Walworth County Public Works is required prior to harvesting any wood. Tree felling removal must be clearly documented on the permit. No stump may be left in excess of eighteen (18) inches from the surrounding ground level.
5. No more than three (3) cords of firewood may be cut / harvested for personal use in any calendar year.

Violations. Ordinance and procedures will be enforced by Walworth County Sheriff's Department Officers. Walworth County Public Works employees and camera systems will also monitor and support code compliance.

1. No illegal dumping is allowed at County facilities or rights-of-way. Anyone caught dumping in a County Rights-of-Way or County facilities, is subject to all costs of disposing of the property, in accordance with Section § 66-209 of Walworth Code of Ordinances. Additional civil fines and penalties may apply.

2. Violators of this policy shall be liable to the County for the current market value of products removed or trees damaged and for all restoration costs and labor, in addition to any costs of prosecution.

SPECIAL PROVISIONS AND PERMIT AGREEMENT

Responsibility of the County – Limitations

By entering into this agreement, Walworth County merely allows access and use of county lands for the purpose of harvesting limited amounts of firewood.

Walworth County will not inspect the area requested to be used for wood harvesting immediately prior to use to determine the suitability or safety of the use by the applicant or others under this agreement. If the County permits applicant's use, such permission shall not be construed as a guarantee of safety or as a determination that the area is suitable for such activity. In accordance with Wisconsin Statue § 895.52 "...wood cutting or removing wood..." is a recreational activity to which Walworth County is immune from liability.

Responsibility of the User

1. Be financially responsible for any damage to County property caused by negligent or intentional acts of persons using the property under authority of this agreement.

2. Absolve Walworth County and Walworth County Public Works Department of any liability which may occur while using County property under authority of this agreement, as more particularly stated in Exhibit "A" below and attached hereto and made a part of this agreement.

Revocation of Permit

It is the intent of Walworth County Public Works to provide the public with safe facilities and travel ways. Permits may be revoked if the holder is determined to be operating in an unsafe manner, harvesting in areas not listed in the permit, or in violation of the permit, County Administrative procedures, or County Ordinances.

The Walworth County Director of Public Works, or his/her authorized representative, shall have the authority to immediately revoke this agreement and any issued Permit upon finding a violation of any rule or ordinance or upon good cause shown.

**READ CAREFULLY BEFORE SIGNING – THIS IS A LEGAL DOCUMENT
CARRYING FINANCIAL OBLIGATIONS. PLEASE ALSO READ EXHIBIT “A”
BEFORE SIGNING.**

Signature: _____ **Date:** _____
User or Authorized Agent (“Applicant”)

Approved: _____ **Date:** _____
Walworth County Director of Public Works or Authorized Representative

EXHIBIT A – INDEMNIFICATION AND HOLD HARMLESS

The applicant shall save and hold Walworth County, its officers, employees and agents harmless from and against all liability, damage, loss, expense, claims for repayment of funds, demands and actions of any nature whatsoever (including by Applicant itself) which arise out of or are connected with, or are claimed to arise out of or be connected with any of the use of the County locations or rights-of-way, by any person pursuant to the Permit Agreement attached hereto (the “Agreement”), or which arise out of or are connected with, or are claimed to arise out of or be connected with, any accident or occurrence which happens, or is alleged to have happened, in or about the place where such use or activity is being or was performed or responsibility incurred, or in the vicinity thereof, (1) while Walworth County is fulfilling its responsibility under the Agreement; or (2) while Walworth County has any obligations or responsibility under the Agreement; including without limiting the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of property loss to Walworth County, its officers, employees, agents, contractors, subcontractors or frequenters; or to Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, group, employer, organization guests, invitees, whether based upon or claimed to be based upon this Agreement or upon statutory (including without limiting the generality of the foregoing, worker’s compensation). Contractual, tort or other liability of Applicant, Walworth County, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty or contract by Walworth County, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind from any such liability, damage, loss, claims, demands and actions.

EXPLANATION OF INDEMNIFICATION

I. WHAT DOES AN INDEMNIFICATION (HOLD HARMLESS OR SAVE HARMLESS) CLAUSE DO? IT SHIFTS THE RISK OF LOSS.

It means one party accepts a risk of a loss it would not otherwise have. Indemnification means the same thing as hold harmless or save harmless. Indemnification clauses define legal relationships or parties as to anticipated risks. In the absence of an indemnification clause, each party is responsible for losses resulting from its own negligent actions or omissions or breaches. An indemnification clause simply shifts all of these risks to one of the parties. The party to whom the risk is shifted then typically buys insurance or takes other action to cover or address the entire risk.

II. IS IT LEGAL TO SHIFT THE RISK OF ONE'S OWN ACTIONS TO ANOTHER? YES.

Wisconsin Courts have repeatedly held that indemnity clauses are valid, not against public policy, and are not prohibited by Wisconsin common or statutory law. Barrons v. J. H. Findorff and Sons, 89 Wis.2d 444, 452 (2979); Dysktra v. McKee and Company, 100 Wis.2d 120, 126 (1981); Gerdmann v. United State Fire Ins. Co., 119 Wis.2d 367, 373-374 (1984). Indemnity clauses do not limit or eliminate tort or contractual liability; they make one party responsible for payment should damages or losses result.