

BUILDING USE AGREEMENT

Friends of Silverwood Park

PO Box 304, Edgerton, WI 53534

BUILDING USE POLICY

Silverwood Park educates the public on the broad and diverse aspects of Wisconsin agriculture – past, present and future. The park celebrates the rich cultural history of agriculture in Dane County as well as demonstrating innovative agricultural practices and land stewardship that sustains the land for future generations.

In support of this mission, the Friends of Silverwood Park (FOSP) welcome public use of available buildings for civic, cultural, educational and public information meetings of organizations serving the residents of Dane County and the area.

BUILDINGS AVAILABLE FOR RENT

North Shed:

Large pole barn with electricity and limited number of tables and chairs. Water pump and port-a-potty available outside.

Stonehouse:

Historic house with electricity, heat, and a small kitchenette. Limited number of tables and chairs are available. Bathroom facilities available.

Both buildings offer an accessible entrance.

TYPES OF GATHERINGS:

Buildings are booked on a first come, first served basis, within the following priorities:

1. Sponsored meetings or programs of FOSP
2. Dane County Park affiliated organizations or co-sponsored programs. This includes the Town of Albion board meetings, Dane County Park meetings, etc.
3. Edgerton community-based non-profit groups and organizations.
4. All other non-profit organizations.
5. Private entities in accordance with fee stipulations in this policy.
6. Commercial entities in accordance with fee stipulations in this policy.

Prohibited uses included but are not limited to the following:

1. Political campaigns or political fundraising.
2. Organizations or programs whose purpose or activity is illegal.
3. Programs which would or would be expected to disrupt the parks operation by causing excessive noise, safety hazard or security risk.

BUILDING USE FEES –

	0-10 guests	11-25 guests	over 25 guests
North Shed	\$25	\$50	\$100
North Shed with use of bathroom in the Stone House	\$75	\$100	\$150
Stone House	\$50	\$75	\$125

- **Fees may be waived for those gatherings with a direct educational purpose. See application for details.**

SECURITY DEPOSIT.

In addition to the Rental Fee, the Applicant shall also pay a \$100.00 Security Deposit to be included with this application. The Security Deposit will be returned to the Applicant within 15 business days after the event if the facility and grounds are returned to the original condition. Any damage to the park facility will be charged to the security deposit. If damage exceeds \$100.00, the Applicant shall be responsible for the balance. This includes any damage on the inside and/or the outside of the park facility.

RULES FOR USE OF BUILDINGS:

1. Buildings are available during normal park hours. All Dane County Parks close promptly at 10 pm. It is required that all buildings must be cleaned-up and vacated by 9:30 pm.
2. A signed facility use application must be filed with the FOSP board at least 5 days prior to the use of the building. The person signing the application is responsible for the group's use of the building, cleanup, and any damage to the facilities.
3. FOSP board contact must have free access to the building at all times. The FOSP board retains the right to monitor all gatherings conducted on the premises to ensure compliance with park regulations.
4. Groups of individuals using the buildings shall be responsible, jointly and severally, for reasonable care of the room and its furnishings and equipment and shall pay for any damage caused or inflicted by an organization, its members, affiliated person, guests, invitees, etc. Nothing is to be taped, hung, tacked, etc.

to any walls, windows, doors, furniture etc. (except for surfaces provided for such purposes).

5. The rooms and/or kitchen shall be left in orderly condition. If FOSP must provide more than reasonable cleanup, a fee of \$50 (or more based on actual costs) will be charged. Any fee charged must be paid in full before the group may reserve or use a meeting room again.
6. All programs for groups composed of persons under age 18 require the presence of a responsible adult at all times.
7. If a meeting or event is cancelled, the room user shall contact FOSP as soon as reasonably possible. Failure to do so may result in suspension of room privileges.
8. The building's handicap accessibility will not be compromised by any organization using the facility. The exit doors must be kept clear of all obstructions during all events. Persons with disabilities may not be prevented from using either room.
9. FOSP is not responsible for any equipment, supplies, materials, clothing or other items brought to the park by any group or individual attending a meeting.
10. Permitting use of a room does not constitute an endorsement of the group's policies or beliefs by FOSP or Dane County Parks. In any public announcement, the meeting room user may not use the park name to imply or infer that the park is the host or sponsor of the scheduled event.
11. Serving or consuming tobacco products or illegal drugs is not permitted in the buildings. Use of alcohol requires a permit.
12. Dogs are allowed in county park areas and shall be leashed at all times. The Applicant is responsible for ensuring that all animal waste is picked up and disposed of properly. Dogs are not allowed inside of park buildings.
13. Alcoholic beverages may be consumed by adults over the age of 21 only at private events that are by invitation only. A permit is required. Alcoholic beverages may not be served at events open to the general public. Serving alcoholic beverages to minors is prohibited and will result in the termination of this Agreement.
14. All vehicles must be parked in designated areas. Parking is not allowed next to park buildings unless in designated handicapped parking spots.

15. COMPLIANCE WITH PARK RULES. The Applicant shall comply with, and ensure all of its participants comply with, all rules and regulations of Dane County Parks, which are in effect from time to time.
16. INDEMNITY. To the fullest extent allowable by law, the Applicant hereby indemnifies and shall defend and hold harmless the Friends of Silverwood Park and Dane County Parks, its elected and appointed officials, officers, employees or authorized representatives or volunteers, and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising from the use of the park facility granted hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the Applicant or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the park. This indemnity provision shall survive the termination or expiration of this Agreement.
17. The Applicant shall reimburse the park, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs, including attorney fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Applicant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the park, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

FACILITY CONDITION.

FOSP makes no representations or warranties as to the condition of the facility or its adequacy for the Applicant's proposed use. The Applicant agrees to use the facility "AS IS" and further agrees that it is the Applicant's responsibility to return the facility to the condition in which the Applicant found the facility prior to the Applicant's use. This responsibility includes, but is not limited to, the obligation to (i) sweep and mop all floors as needed; (ii) wipe down all tables and counters; (iii) return all chairs and tables to designated storage areas; and (iv) pick up and dispose of all trash (paper, cans, plastics, cigarette butts, etc.) created by the event in and around the facility. All trash and recycling containers are clearly labeled, and should be used accordingly.

The Applicant shall be responsible for set up and clean up for its use of the facility. All items brought in shall be free standing, and no items should be leaned against walls/doors. Any tape used on walls/doors shall not cause damage to the paint or

finishing of the wall/door. Event setup and cleanup is allowed only during the time of the event reservation. If additional time is required, arrangements must be requested with FOSP one week prior to the event. FOSP will attempt to accommodate such requests, if possible.

FACILITY USE SCHEDULING:

Park buildings are booked on an ongoing basis. No person or organization may schedule regular meetings in the room for more than three months at a time without FOSP Board approval.

All scheduling requests and questions shall be directed to Katie Whitten, at (608) 289-9627.

OPENING BUILDINGS:

The Applicant must make arrangements to meet the FOSP caretaker in order to have the building(s) opened up.

The FOSP board reserves the right to cancel or relocate any scheduled meeting if circumstances warrant. In the event of a cancellation, fees will be returned to the organization.

DAMAGES AND LIABILITY:

The library is not responsible for the loss of or damage to any equipment or materials owned or rented by an individual, group or organization using its meeting rooms. Any individual, group or organization using the meeting room shall be held responsible for willful or accidental damage to the library building, grounds, collections or equipment caused by the group or organization, its members or those attending the program.

FINAL AUTHORITY FOR MEETING ROOM USE:

The Dane County Park Commission is the final authority in determining use of the park buildings. Failure to abide by the FOSP facility policy and rules of conduct may result in the cancellation or refusal of future reservations.

The undersigned Applicant agrees that he/she has read and understands the conditions of this FOSP Rental Agreement and agrees to abide by all Dane County Park / FOSP rules/regulations and assumes all responsibility and liability for the event identified above.

Approved by the Friends of Silverwood Park Board
Approved – March 30, 2020

**Silverwood Park
Park Building Use Agreement**

A signed facility use application must be filed with the FOSP board at least five days prior to the use of the building. The person signing the application is responsible for the group's use of the building, cleanup, and any damage to the building and to the park proper.

Date of Function _____

Function _____

Building (s) requested: _____ Number of guests: _____

Is this function an educational event? _____ If so, please describe:

Name of User/Organization _____

Address _____

City & State _____

Telephone _____ e-mail _____

I have received a copy of the user policy and agree to abide by the rules.

User Signature _____

Print user name _____

Date _____

Checks are payable to Friends of Silverwood Park

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FOSP use:

Fee charge: \$ _____

Paid by: check # _____ cash _____ initials _____