

FACILITY USE AGREEMENT
Friends of Silverwood Park
PO Box 304, Edgerton, WI 53534
771 Silver Ln., Edgerton, WI 53534

FACILITY USE POLICY FRIENDS OF SILVERWOOD PARK

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 and land for civic, cultural, educational and public information meetings of organizations serving the residents of Dane County and the surrounding area.

FACILITIES AVAILABLE FOR RENT

North Shed: Large pole barn with electricity and limited number of tables and chairs. Refrigerator and freezer. Accessible entrance. Water pump and port-a-potty available outside.
Stonehouse: Historic house with electricity, heat, air and a small kitchenette with stove and refrigerator. A limited number of tables and chairs are available. Bathroom facilities available. Accessible entrance.

Education walk: Wartman Prairie, Prairie Ridge, North Prairie, Oak Savannah, Oak Opening, Mesic Woods, Rice Lake, orchards and Agroforestry Demonstration Plot offer educational experiences.

Cross Country Run and or Walk: over 5 miles of groomed, hiking trails around agricultural fields, through woods and forest that overlook Rice Lake offers just the right amount of challenge with gorgeous scenery.

TYPES OF GATHERINGS:

Facilities 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 Friends of Silverwood* park 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.

FACILITIES:North Shed

0-10 guests \$50, 11-25 guests \$100, over 25 guests \$200

North Shed with use of bathroom's in the Stone House

0-10 guests \$150, 11-25 guests \$200, over 25 guests \$300

Stone House

0-10 guests \$100, 11-25 guests \$150, over 25 guests \$250

*Cleaning option for Stone house: Renter may clean stone house (using own cleaning supplies) with use of a shop vac and brooms for \$50 off rental fee.

Business educational walk

N/C Special event permit fee

\$35 per walk

\$50 use of Stonehouse bathrooms (if rented)

Business cross country run, and our walk

N/C special event permit fee

\$100 per run/walk event

\$50 for use of Stonehouse bathrooms (if rented)

\$50 per hour to tractor to groom cross country start/finish and mow parking area (if needed)

\$50 rope off grow our partner gardens (if needed)

VENDING PERMIT (PER EVENT)

Estimated customers served 1-100 \$90.00

Estimated customers served 101-200 \$110.00

Estimated customers served 201-300 \$130.00

Estimated customers served 301-500 \$170.00

Estimated customers served 501-1,000 \$230.00

Estimated customers served 1,001+ \$230.00

SECURITY DEPOSIT. In addition to the Rental Fee, the Applicant shall also pay a \$200 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 \$200.00, the Applicant shall be responsible for the balance. This includes any damage on the inside and/or the outside of park buildings, to any walls, windows, doors, furniture, trails, orchards, gardens, prairies, etc.

- Fees may be waived for those gatherings with a direct educational purpose.

RULES FOR USE OF FACILITIES :

1. Facilities are available during normal park hours. All Dane County Parks close promptly at 10 pm. It is required that all facilities 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 facility, cleanup, and any damage to the facilities.
3. FOSP board contact must have free access to the facilities 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 facility are jointly responsible for reasonable care of the facility and its furnishings and equipment and shall pay for any damage caused or inflicted by an organization, its members, affiliated persons, guests, invitees, etc. Nothing is to be taped, hung, tacked on walls etc.
5. The rooms and/or kitchen and grounds 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 facilities 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 user shall contact FOSP as soon as reasonably possible. Failure to do so may result in suspension of facility privileges.
8. The building's handicap accessibility will not be compromised by any organization using the facility. The exit doors and bathrooms must be kept clear of all obstructions during all events. Persons with disabilities may not be prevented from using.
9. FOSP is not responsible for any equipment, supplies, materials, clothing or other items brought to the park by any group or individual attending.
10. Permitting use of facilities does not constitute an endorsement of the group's policies or beliefs by FOSP or Dane County Parks. In any public announcement, of the facility 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. The sale of alcohol requires a permit.

12. Dogs are allowed in the 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 if Alcoholic beverages are for sale 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.

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.
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, doors or walls.

18. All vehicles will be parked in the gravel parking lot with the exception for loading and unloading vehicles. Overflow parking in Hayfield may be available by request.

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 should be removed from the premises.

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 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 Friends Of Silverwood Park 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 facilities. Any individual, group or organization using the facilities shall be held responsible for willful or accidental damage to Silverwood Park buildings, grounds, collections or equipment caused by the group or organization, its members or those in attendance.

FINAL AUTHORITY FOR FACILITY 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 this agreement 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 Facility 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 Facility 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 facility, cleanup, and any damage to the facility and to the park proper.

Function _____

Date of Function _____

Time of Function _____

Set up and take down time and dates for function _____

_____ Facility (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 PO Box 304, Edgerton, WI 53534

* * * * *

FOSP use: Fee charge: \$ _____ Paid by: check # _____

cash _____

initials _____

