

Clark County Forestry and Parks Standard Facility Rental Policies

All leases/rentals of Clark County (Lessor) facilities, through the Clark County Forestry and Parks Department, are subject to the following provisions. Additional facility specific terms and conditions are found within each facility's details and agreement. Lessee shall fully comply with lease provisions. Prices are subject to review and change at any time by Clark County Forestry and Parks Committee approval.

1. Cancellations/Refunds:

- a. Cancellations may be completed by phone or in person through the Business Office during Business Hours. Select rentals can also be cancelled online via the department reservation website.
- b. Cancellations made ten (10) days or more prior to rental start date will receive a credit on their household account for the amount of the rental fee that is paid minus all non-refundable reservation and/or cancellation fees.
- c. All credits on account expire after one (1) calendar year from date of creation.
 - i. Credits on account can be used for purchases through the reservation system and are not eligible for redemption through self-registration envelopes.
 - ii. Credits on account below \$850.00 in value can be surrendered for a check refund of 50% credit value.
 - iii. Credits on account \$850.00 or more in value can be surrendered for a check refund of 75% credit value.
- d. Cancellations made less than ten (10) days before rental start date are not eligible for a credit on account. Individuals may only reschedule their rental to a new date in the future.
- e. Refunds for early departures and cancellations made during a rental, including the morning of the rental start date, are subject to administrative review based on a "Administrative Refund Application" submitted to the Clark County Forestry and Parks Business Office. Such application shall be submitted within two (2) business day of rental termination.

2. Security Deposit: (if applicable)

- a. Security deposits are required on select facilities that allow for rentals without full payment due at the time of reservation. After the rental has been paid in full, the security deposit serves to cover damages and/or loss fees incurred during the rental.
- b. Security deposits shall be in the amount of 20% the total rental fee owed with a minimum of \$100.00.
- c. Any refunded security deposits will be refunded via check to Lessee within thirty (30) days after the rental has ended or been cancelled.

3. Damage: Lessor reserves the right to charge Lessee for any additional costs (i.e. damage, cleaning, materials, etc.) that are determined to be the fault of the Lessee or Lessee's agent and/or guest. Any additional costs are due within thirty (30) days of date of invoice.

4. Facility Keys: (if applicable)

- a. Lessee shall obtain key(s) to the facilities at the Clark County Forestry and Parks Department Business Office located at the Clark County Courthouse, 517 Court Street, Room 103, Neillsville, WI from Monday through Friday 8:00 AM to 4:30 PM.
- b. Keys may be obtained no more than two (2) business days before the reserved start time. If two (2) business days prior to reserved start time falls outside of the Business Hours mentioned above, keys may be obtained on the final day in which they are available for pickup from the Business Office.
 - i. Lessee shall not gain access to the facility before the scheduled rental date.
- c. Such keys shall be returned to the Clark County Forestry and Parks Department Business Office within two (2) business days after the rental has ended.
- d. If such keys are not timely returned, lost or damaged, Lessee shall pay for the replacement of the key(s).
- e. Lessee shall not duplicate the keys or provide the keys to any other party.

5. Additional Fees:

- a. Hourly maintenance fees are charged at a rate of \$50.00 per hour. This fee may be applied for maintenance calls during the event, which were caused by Lessee, Lessee's agent and/or guest, or for post event clean up and damage repairs.
- b. Key replacement fees are charged at a flat rate of \$100.00 per rental key when keys are not timely returned, lost or damaged.

6. **Lost & Found:**
 - a. Lessor takes no responsibility for personal property left at Facilities during or after any event.
 - b. Any found personal property will be held for thirty (30) days for recovery by the rightful owner. If the property is not timely recovered, the property will be deemed abandoned and disposed of appropriately.
7. **Open Flames:** Use of candles, grills or open flame cooking and appliances inside facilities is not permitted. Crock pots, roasters and other food warming appliances are permitted unless stated otherwise.
8. **Tables and Chairs:** Lessee is responsible for setting up, taking down, restacking, cleaning, and properly storing of tables, chairs, and equipment if used while renting facilities.
9. **Decorating Materials:** Lessee shall remove decorating materials at the conclusion of the event. Use masking tape only on surfaces. Adhesive tape, nails, tacks, or staples are not permitted. Candles or sprinkle decorations of any kind are not permitted.
10. **For-Profit Events:**
 - a. Events involving a monetary exchange for goods or services rendered with a desired end result of financial gains for the Lessee are viewed as a For-Profit event.
 - b. Lessee shall not charge a monetary admission fee, a participation fee, and/or make any profit from an event unless specifically agreed upon between both parties.
 - c. For-Profit events are required to meet the liability insurance provisions and are subject to designated fees where applicable.
11. **Liability Insurance:** A certificate of insurance for general liability is required for For-Profit events as well as for events open to the public. Lessee shall purchase and maintain primary, occurrence-based liability insurance covering the Lessee, the event, and the audience. Lessee shall furnish evidence of general liability, insurance including contractual liability, personal injury, premises and operations, and broad form property damage. Clark County, its officers, employees, and agents shall be an additional insured under such policies. The base limits of such policies shall be if purchased by lessee through private insurance company \$1,000,000 per occurrence and \$2,000,000 aggregate or if purchased by lessee through TULIP program offered by Clark County \$250,000 per occurrence. The certificate must be an original and signed by the representative. No copies will be accepted. Policies shall not be cancelled or modified without at least thirty (30) days prior written notice to the Forestry and Parks Administrator. Lessee agrees to have their insurance carrier waive any right to subrogation against the County, as the case may be, so long as the insurance is not invalidated thereby. The certificate must be in the Forestry and Parks Business Office 30 days prior to the event or the Forestry and Parks Administrator may cancel the event.
12. **Alcohol/Drug Use:** Sale of alcohol is not permitted. Lessee may not serve alcohol to minors or allow minors to consume alcohol at the facilities or on the grounds at any time. Lessee shall ensure alcoholic beverages are consumed in a responsible manner. Drug use is not permitted.
13. **Smoking:** Smoking is not allowed in any county facility. Smoking is permitted on grounds outside of any county facility. Smoking waste shall be discarded appropriately.
14. **Ground Punctures:** County facilities are surrounded by buried utilities including, but not limited to, electrical service, phone, water, and sewer lines. For this reason, Lessee and its attendees are prohibited from driving anything into the ground that could risk an underground puncture without preapproval from Lessor. This includes, but is not limited, to shovels, stakes, post, poles, etc.
15. **Event Clean Up:** All indoor garbage containers must be emptied into outside garbage containers. All garbage must be picked up outside of building and emptied into outside garbage containers. All lights must be turned off after the event. Lessee shall wipe down tables and chairs and sweep the floor after the event. Return the facilities back to the condition it was in when you rented it.
16. **Assignment/Delegation:** Unless otherwise stated within this Agreement, no party shall assign and/or delegate this Agreement, or any interest arising herein, without the written consent of the other party.
17. **Emergency Maintenance Needs:** If there are any issues call the Clark County Forestry and Parks Department at 715-743-5141 Monday-Friday 8 AM – 4:30 PM. For a problem after these hours or on the weekend, please call 715-937-3845 or 715-937-3834. If the callout is for a situation the Lessee or attendees created, the Lessee will be billed for the time, materials, and equipment used to correct the problem.

18. **Indemnification:** Lessee, Lessee's guest, agents, participants, and invitees shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon Clark County, its officers, agents, and employees arising out of the parties' agreement. The foregoing indemnity shall apply except if such injury, claim, death, or damage is caused, directly or indirectly, by the actions, omissions, negligence, or intentional acts by Clark County, its officers, agents, employees or any other person indemnified hereunder. Nothing contained herein is intended to be a waiver or estoppel of Clark County or its insurer to rely upon the limitations and immunities contained within Wisconsin law. Clark County shall not be liable in indemnity or contribution for an amount greater than the legal limits of municipal liability. Clark County does not waive any limitations, defenses, immunities, and/or damages that Clark County may be legally entitled to.
19. **Warranties:** Lessor makes no warranties or representations, implied or expressed, as to the nature, conditions, suitability, safety, risks of use, or security of Lessor's facilities. Lessor provides facilities as-is with Lessee's use of the facilities at the Lessee's own risk.
20. **Compliance:**
- a. Lessee agrees to comply with all applicable Department policies, local, county, State, and Federal laws and shall conduct no illegal act on the premises.
 - b. Lessee is solely responsible to ensure no minors consume or possess alcohol at the facilities.
 - c. Lessor reserves the right, in its exclusive discretion, to expel anyone if anyone acts in a manner jeopardizing the rights or liability of Lessor. In such a situation, refunds may be provided at the sole discretion of Lessor.
 - d. Failure to comply with the above stated provisions may result in loss of security deposits, key replacement fees, maintenance fees, immediate termination of the lease, and/or future disbarment from renting facilities.
 - e. The department head or designees reserve the right to deviate from these standards should a need present itself.