

## **COURTHOUSE LAWN/PARK AND WEST SQUARE LOT USE POLICY**

### Purpose

To assure that all requests for the use of the Courthouse Lawn/Park, West Square Lot or other exterior portions of these two facilities owned by Sauk County are treated equally.

### Policy

- 1) Request for County authorization for use of the Courthouse Lawn/Park, West Square Lot or other exterior portions of these two facilities, herein after referred to as “grounds” owned by Sauk County must be submitted in writing to:

Sauk County Buildings/Grounds Director  
c/o Sauk County Building Services  
510 Broadway Street  
Baraboo, WI 53913

or, via e-mail to [bldgser@saukcountywi.gov](mailto:bldgser@saukcountywi.gov)

The request must include the following information in order to be considered:

- a) Description of the activity or proposed use;
  - b) Dates and times of the event/activity;
  - c) Place or area of the grounds to be used;
  - d) Name of the sponsoring/organizing entity or agency;
  - e) Name, address and phone number of the person making the application and the person responsible for any follow-up communications.
- 2) The Buildings/Grounds Director will update the Property Committee, at its regular monthly meeting, as to what event requests have been reviewed and approved by the Buildings/Grounds Director based on its own merits prior to the actual event, and render decision whether the request for use of the grounds shall be allowed. All responses to the requests shall be in writing, indicating the reason for denial or enumerating any conditions attached to allowing use of the grounds.
  - 3) All requests for use of the West Square or Courthouse grounds for an activity or event which are granted by the Buildings/Grounds Director shall contain the following minimum conditions of approval:
    - a) The requesting entity/agency shall be responsible for all cleanup of the grounds after the completion of the event. The Buildings/Grounds Director at their discretion may require the entity/agency to provide a dumpster for the event.
    - b) All costs for Building Services staff time will be billed hourly, based on the hourly rate of the personnel providing assistance. Such hourly rate shall include wages and all benefits. In cases where the usage of staff is outside the regular business hours of Monday through Friday from 6:00 am until 4:30 pm, billing will be for a minimum of 2 hours at the overtime rate specified for the personnel providing the assistance.

- c) The entity/agency requesting the use of the grounds shall provide a signed copy of the “ASSUMPTION OF LIABILITY AGREEMENT” attached to this policy.
  - d) The entity/agency requesting the use of the grounds shall provide a certificate of insurance showing coverage for the event and showing Sauk County as an additional insured party.
  - e) **Notice:** City of Baraboo ordinance s. 9.06 LOUD AND UNNECESSARY NOISE PROHIBITED is enforceable on the County Courthouse property pursuant to City of Baraboo ordinance 9.26 ENFORCEMENT OF CITY ORDINANCES ON SAUK COUNTY OWNED PROPERTY. All questions about “loud and unnecessary noise” and/or the use of public address systems and amplifiers shall be directed to the City of Baraboo.”
- 4) The Property Committee of the Board of Supervisors in consultation with Corporation Counsel office may establish a flat fee of not less than \$100.00 per event and not more than \$200 per event for the use of the courthouse lawn/park area by non-county community groups or individuals, if it is determined that the cost of maintaining or securing the area is beyond that normally associated with maintaining the lawn /park area.

Sauk County Property Committee:

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Mark “Smooth” Detter , Chair

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Joel Chrisler

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Carl Gruber

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Robert Spencer

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Jim Astle

**ASSUMPTION OF LIABILITY AGREEMENT**

Sauk County’s liability insurance extends to Sauk County officials and employees only. All other individuals and organizations must provide their own liability insurance coverage.

I, \_\_\_\_\_, agent representing \_\_\_\_\_ in consideration of being permitted to use the designated Sauk County facility/grounds, do hereby agree to indemnify and hold harmless the County of Sauk, a municipal quasi-corporation of the State of Wisconsin, from and against any loss, damage, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of or in connection with the occupancy or use of Sauk County premises, buildings or grounds. The user also assumes liability for any damage to Sauk County property arising from this function.

The user may in no way construe that the use of a Sauk County facilities and/or grounds is an endorsement by Sauk County of an organization, its programs, its objectives, or viewpoints it represents.

My signature below indicates that I, on behalf of the organization I represent, have accurately described our event and its needs, that I have read and understand the regulations regarding use of Sauk County facilities and/or grounds, that I accept responsibility for all Sauk County facilities and/or grounds or equipment used, that I will guarantee payment of all costs and rental charges, and that I accept the liability clause above. I agree that I will promptly pay for any damage to Sauk County equipment, facilities or grounds.

By checking the Box, the group referenced above will be allowing the consumption of alcohol on the courthouse lawn during the requested event. I/we understand that:

1. No alcoholic beverages are allowed to be sold on the premises.
2. Alcoholic beverages may only be consumed on the premises after 4:30 p.m. Monday through Friday and Saturday and Sunday.
3. Consumption of Alcohol is not allowed within 20 feet of the facility.
4. No employee may consume alcoholic beverages while in the course of their job duties.

I declare that our organization does not discriminate against any persons on any basis prohibited by State of Wisconsin or Federal laws or regulations including but not limited to race, sex, sexual orientation, religion or national origin

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Organization \_\_\_\_\_