



# Prairie Smoke Terrace Rental Terms & Conditions

## RESERVATIONS / RENTAL AGREEMENT

Reservations are required to use the Sauk County Prairie Smoke Terrace building and grounds. The Terrace is available to rent seven (7) days a week, although it will not be available for rental purposes on major holidays, major holiday weekends, and Friday nights Memorial Day through Labor Day, unless otherwise approved by the Parks and Recreation Manager. Reservations can be made one (1) year in advance and are on a first-come, first-served basis. At the time of reservation, the County requires:

- Rental Agreement signed by Lessee
- W-9 form signed by Lessee
- Payment in full of reservation fees
- Payment in full of security deposit

Payments shall be cash, check, money order or certified check, with checks, money orders and certified checks payable to **Sauk County LRE Department - Parks**. The County will provide a receipt for all payments.

A signed Rental Agreement is required to use the Sauk County Prairie Smoke Terrace building and grounds. Use of the Terrace building or grounds without a signed Rental Agreement is prohibited, unless otherwise approved by the Parks and Recreation Manager.

## FEES & DEPOSITS

Exemptions. Sauk County government departments and entities are exempt from all rental fees and deposits. Other state or local government entities and school districts may apply to the County for a fee and deposit exemption. Exempt entities may rent the Prairie Smoke Terrace Monday through Friday from 8:00 AM to 4:00 PM.

Daily Rentals. Full payment and the \$300 security deposit is required for a reservation. Sales tax is included in pricing. Each additional hour past the four (4) hour rental period is \$25 per hour.

Monday – Thursday	8 AM – 8 PM	\$75 / four (4) hours
Friday – Sunday	8 AM – 11 PM	\$100 / four (4) hours

3-Day Package. The Terrace also offers a 3-Day package. Full payment and the \$500 security deposit is required for a 3-Day package. Sales tax is included in pricing.

Day 1	8 AM – 4 PM	\$600
Day 2	8 AM – 11 PM	
Day 3	8 AM – 4 PM	

## SECURITY DEPOSIT & DAMAGES

Lessee, including entities exempt from rental fees and deposits, shall be responsible for all costs incurred by Sauk County for damages.

Lessee’s security deposit shall be forfeited if:

- Terrace building and grounds are not cleaned.
- Lessee stays past the reservation time.



- Terrace building, grounds, fixtures or facilities are damaged.
- Signs, decorations, etc. are not removed.
- Animal waste is not removed.
- Tables or chairs are not returned to storage room.
- Key is not returned or is lost.

The full or partial security deposit will be returned to the address listed on the signed Rental Agreement, within forty-five (45) days after event date.

**A SECURITY DEPOSIT FORFEITURE SHALL NOT BAR OR LIMIT ANY RIGHT OF THE COUNTY TO SEEK ADDITIONAL RECOVERY FROM LESSEE OR ITS GUESTS/ATTENDEES/INVITEES FOR ANY DAMAGES OR COSTS NOT COVERED BY THE SECURITY DEPOSIT.**

**CANCELLATIONS**

In the event that Lessee cancels the event, Lessee should notify the County immediately in writing or by email. Cancellation will result in the following forfeitures:

Cancellation twenty-one (21) days or more prior to the event.	50% of rental fee returned.
Cancellation fewer than twenty-one (21) days prior to the event.	No rental fee returned.

**CAPACITY**

The maximum indoor capacity of the Terrace is sixty-four (64) people seated at tables. The maximum indoor capacity of people standing or seated classroom style is ninety-eight (98) people. There is no capacity limit for tent use outside of the Terrace. Lessee agrees that they shall not exceed any room capacity as posted in the facility.

**ACCESSIBILITY**

The Terrace is accessible to persons with disabilities.

**TENTS**

Tent(s) may be setup in a specific area south of the Terrace. No tent(s) shall be setup without rental of the Terrace. Stakes are prohibited from being installed into the pavement. Electricity is available near the tent area with four (4) twenty amp outlets. Installation of any tent larger than (10' x 10') ten feet by ten feet requires rental of the 3-Day Package, a \$100 fee, and prior approval of the County. Prior to event date, Lessee shall contact Digger’s Hotline for tent setup. Additionally, Lessee shall request that only flags be used when marking.

**SET-UP**

Lessee is solely responsible for set-up. However, prior County approval of table, chair, tent, live music, catering equipment, etc. placement is required.

**EQUIPMENT**

Lessee may use the Terrace building television screen for displaying photographs, videos, etc. and may use any or all of the equipment listed below, located in the Terrace storage room:

- |                      |                  |                  |                |
|----------------------|------------------|------------------|----------------|
| (8) 5’ round tables  | (15) Tablecloths | (1) Utility cart | (1) EZ-up tent |
| (3) 30” x 72” tables | (80) Chairs      | (1) Hand truck   | (1) Podium     |
| (3) 18” x 96” tables | (1) Step-stool   | (1) Wheelchair   | (2) Speakers   |
| (1) 18” x 72” table  | (1) Highchair    | (1) Walker       | (1) Microphone |



However, neither the tables nor the chairs shall be used outdoors and must be returned to the storage room.

Lessee may provide and use other temporary equipment including portable archways, backdrops, tables, and chairs if they have non-abrasive foot pads. Lessee shall not use any personal or third-party equipment without prior written approval of the County. Lessee may provide additional lighting if it is approved by the County.

Lessee is solely responsible for security and care of all equipment. Personal and/or rental property is not allowed at the Terrace beyond the paid reservation timeframe.

## **PARKING**

All vehicles parked in White Mound County Park must have a Sauk County Park Entrance pass. This includes either a Sauk County Annual Pass or a Sauk County Daily Pass. Entrance passes can be purchased at the main office.

A Terrace reservation includes twenty-five (25) Sauk County Daily Passes and can be picked up from the main office on the day of event. Lessee is solely responsible for distributing entrance passes to guests/invitees. It is recommended that Lessee should designate one adult guest or helper to distribute entrance passes to guests as they arrive.

All motorized vehicles, including buses, limousines, etc. must be legally parked, and may not park on the grass. Due to limited parking areas, carpooling is strongly encouraged. Golf carts, ATVs, UTVs, and similar motorized vehicles are prohibited in White Mound County Park.

## **DECORATIONS**

Lessee may use decorations that are attached with drafting tape provided by the County. Lessee shall not use any other tape, nails, staples, glue, command strips, etc. to install decorations, equipment or any other items. Lessee shall not use or allow glitter, confetti, candles or smoke machines. Lessee shall not attach or hang any decoration to/from any tree in the Park. The security deposit shall be forfeited if any decorations are not removed.

## **SIGNS**

Lessee may utilize temporary signs to direct guests/invitees. Lessee shall not attach or hang any sign to/from any tree in the Park. Lessee shall remove all temporary signs placed in the Park by the end of the reservation period. The security deposit shall be forfeited if any temporary sign is not removed.

## **MUSIC**

Lessee may provide live or recorded music for an event. Music volume shall not unreasonably interfere with the use and enjoyment of the Park by other users. The County is solely empowered to determine whether music volume is reasonable and Lessee shall comply with all County directives to adjust music volume or cease playing music. Failure to comply with a music volume or cease playing music directive shall be a breach of the Rental Agreement and the County may order the Lessee and guests/invitees to leave the Park immediately.

## **VENDORS**

The County cannot accept products, services or deliveries on Lessee's behalf. All vendors shall meet with the County before setup. All vendor vehicles must have prior approval from the County to use the paved path to the building.



## **KITCHEN**

Lessee may use the kitchen for minor meal preparation activities only, including use of the microwave, refrigerator and coffee makers. Lessee shall not use the stove or oven located in the kitchen. Lessee may use the kitchen for minor meal prep activities only. Basic kitchen utensils are provided and must be cleaned and returned to the kitchen after use. The County is solely empowered to determine whether an activity is or is not minor meal preparation.

## **FIRES**

Lessee may use the outdoor fire ring and is solely responsible for providing firewood. Fire shall be confined to the fire ring and shall be fully extinguished upon departure. The County will remove ashes.

Lessee shall not use or attempt to use the woodstove. Use or attempt to use includes igniting, adding wood and adjusting the draft.

## **ALCOHOLIC BEVERAGES**

Lessee shall provide a licensed bartender to serve any alcoholic beverage to guests/invitees. Lessee shall not permit the sale of alcoholic beverages in the Terrace building or on terrace grounds. Lessee shall not permit any guest/invitee/attendee under the age of twenty-one (21) to consume any alcoholic beverage even if the person is accompanied by a parent or guardian. Guests/invitees are permitted to bring alcoholic beverages to the Terrace.

## **CLEAN-UP**

Lessee is responsible for the following cleaning tasks:

- Empty all garbage/recyclable cans/bins.
- Replace garbage/recyclable can/bin liners.
- Sweep the Terrace.
- Mop the Terrace.
- Clean any equipment used.
- Remove all decorations, signs, small items such as cigarette stubs, bottle caps, etc.
- Remove all personal and rental property.

The following cleaning supplies will be provided by the County:

- Bin/can and liners for garbage
- Bin/can and liners for recyclables
- Vacuum
- Broom
- Dustpan
- Soap
- Washcloths
- Mop
- Bucket

Lessee shall complete all required clean-up before the end of the reservation time and shall return the Terrace to its pre-rental cleanliness and condition. The security deposit shall be forfeited if the Terrace is not cleaned.



## **GENERAL USE STANDARD**

All Terrace uses shall be “suitable for supervised minor children.” “Suitable for supervised minor children” means uses or activities that are generally recognized as acceptable in the company of children under the age of twelve (12) even though some adults may disapprove. The County reserves the right to cancel, without refund of reservation fees, an event that includes any proposed use or activity that is not “suitable for supervised children.” The County, in its discretion, reserves the right to order a person or group engaged in a use or activity that is not “suitable for supervised children” to immediately stop and, if reasonably necessary to establish or preserve compliance with this standard, revoke, without refund of reservation fees, a Rental Agreement and order the Lessee and all guests/invitees to leave the Park.

## **FEE OR DONATION EVENTS**

In order to preserve broad public access and use, no person or group may rent or use the Terrace more than once per year for any fee-to-attend or donation-solicitation event. Weddings, birthday parties, and similar gatherings are not donation-solicitation events.

## **ANIMALS**

All animals are prohibited in the Terrace building except service animals that are reasonably necessary for a person to use the building. Service animals shall be under the immediate control of the person in need of service at all times. Licensed and vaccinated dogs are allowed outdoors on Terrace grounds if they are under the immediate control of an adult by a leash that shall not exceed six (6) feet in length at full extension. Lessee shall remove all animal waste from their event. The security deposit shall be forfeited if all event animal waste is not removed.

## **PHOTOGRAPHS/VIDEOS**

The County reserves the right to photograph or video event activities and use its photographs and video without compensation or consent of persons photographed or videoed to advertise, market or otherwise promote use of the Terrace.

## **COUNTY ORDINANCES**

Lessee and all guests/invitees shall comply with all applicable Sauk County ordinances, including the Sauk County Park Rules and Regulations, found in Chapter 10 of the Sauk County Code of Ordinances.

## **WEAPONS AND SMOKING**

All weapons are prohibited in the Terrace building. For purposes of this agreement, culinary knives, tools, and utensils are not weapons.

Smoking is prohibited inside the Terrace building, but allowed outdoors.

## **REVOCAION AND/OR REMOVAL**

The County, in its discretion, may revoke any rental agreement for any violation of the Terms & Conditions, order the Lessee and all guests/invitees to leave White Mound Park immediately, and seek law enforcement assistance for noncompliance.

The County, in its discretion, may order any person who, in the sole judgment of the County, violates any of the Terms & Conditions leave White Mound County Park immediately and seek law enforcement assistance for noncompliance.