



## KISHWAUKETOÉ NATURE CONSERVANCY (KNC) VILLAGE OF WILLIAMS BAY EVENT AGREEMENT

### General Information for Applicant/Agent (please type or print clearly)

Organization Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Mobile \_\_\_\_\_

Email \_\_\_\_\_

### Activity

Date Requested: \_\_\_\_\_ Time: \_\_\_\_\_ #Expected \_\_\_\_\_

Nature of Activity:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this event open to the public? \_\_\_\_\_ If yes, you must also complete a statement concerning liability and workmen's compensation insurance and provide a certificate of insurance naming the Village of Williams Bay and Kishwauketoé Nature Conservancy as an additional named insured. Commercial "for profit" activities are not permitted.

Printed Name of Responsible Person \_\_\_\_\_

Contact Information (if different from above)

Address \_\_\_\_\_

Phone/Mobile \_\_\_\_\_

Email \_\_\_\_\_

### Conservancy Usage Suggested Donation Schedule

For reservation of shelter and fire pit: 1-25 people-\$50, 26-50 people-\$100 or schedule a volunteer work day. Fee due prior to event. Mail to KNC, PO Box 580, Williams Bay, WI 53191.

Conservancy usage is a very special opportunity that is not available to many; please review the KNC use policy which insures the protection and continued viability of the entire Kishwauketoé Nature Conservancy.

Signature of Person Responsible \_\_\_\_\_ Date \_\_\_\_\_

Usage Approval by KNC: \_\_\_\_\_ Date \_\_\_\_\_



## Kishwauketoé Nature Conservancy Reserved Use Policy

### **Policy:**

The Village of Williams Bay Kishwauketoé Nature Conservancy is primarily for the nonexclusive use of the residents and visitors. However, under proper circumstances, reserved use of KNC entrance may be approved. This policy is intended to regulate use of the Village of Williams Bay Kishwauketoé Nature Conservancy to the end that the general welfare of the Village and the Kishwauketoé Nature Conservancy is protected.

### **Reservation of Conservancy Space:**

A person or group, firm, organization, partnership, or corporation may apply to reserve the use of the Entrance and Pavilion by completing the event agreement. Approvals for reserved use of the Entrance and Pavilion will be processed within 30 days of receipt. The conservancy area is reserved on a first-requested, first-reserved basis after meeting the requirements of the application process.

### **Application:**

Applications must be filed with the Kishwauketoé Nature Conservancy at least 30 days prior to the date for which the reserved use of an area is requested. The application request must be completed in full with one person identified and authorized as the person responsible for the event. That person will be responsible for the event and the specific area being used.

### **Action on Application Request:**

The Kishwauketoé Nature Conservancy board shall act promptly on all application requests based on a first-come, first-served basis or, if necessary, after consulting the applicant.

### **General Information:**

1. Utilization for Events only - Absolutely no catering (food) or alcoholic beverages are allowed on the property. Water and other non-alcoholic liquids allowed.
2. No tents or other portable structures are permitted on the property.
3. Motor vehicles are allowed only for drop off and pick up of chairs and are only allowed on designated, select paved areas by the Hwy 67 entrance. The only other vehicles allowed on KNC property are golf carts, used to transport guests to the event site.
4. Currently approved locations for events are the Main Entrance Pavilion area by the Highway 67 entrance, but other areas may be considered by the Board upon petition on a per case basis.
5. Access for set-up and tear-down are limited to a two-hour period prior to the event and a one-hour period after the event.
6. For groups using the main entrance by Hwy 67 and Stark Street, parking is available at the Lions Field parking lot on first come, first served basis. Other parking as allowed along Stark St. Walworth Ave and Hwy 67.
7. All events, other than Village of Williams Bay, Williams Bay Recreation Department and Kishwauketoé Nature Conservancy, must be over by 10:00 pm.
8. The Hwy 67 entrance is the main access to Kishwauketoé Nature Conservancy and as such will only allow event groups semi-private use of the facility.
9. All trash, garbage, other items must be removed at the completion of the event and that area reserved must be left in a clean manner.



**Indemnification:**

**Indemnity:** Lessee shall indemnify the Village and hold it harmless for all expenses, liability and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity or arising out of (1) failure of Lessee to perform any term or condition of this lease; (2) any injury or damage happening on or about the premises; (3) a failure of Lessee to comply with any law of any governmental authority or guidance from the Walworth County Health and Human Services Department; (4) any third party agreements or contracts to provide goods or services for the direct or indirect benefit of the Lessee; or (5) any other circumstance or condition not resulting as a result of the negligence or intentional act of the Village, its agents and employees including bodily injury, death, loss of use, monetary loss or any other injury from or related to COVID-19.

The applicant for her/himself and for other person, organizations, firms and corporations, if any listed in this application, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless and defend, the Village of Williams Bay, a Wisconsin Municipality located in Walworth County, and each and every of its elected and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally from and against any and all claims, causes of action, actions, liabilities, demands, losses, damages, and/or expenses of whatsoever kind and nature including counsel or attorneys' fees, which I have or may, at any time, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, omissions, incident, activities and transactions, of whatever kind and nature, direct or indirect, of mind own and those of or by the Village of Williams Bay, and each and every of its elected and appointed officials, employees, representatives, and agents, regardless of when or where, occurring or arising from this event.

**I hereby agree to the above-mentioned terms and conditions as outlined above (3 pages)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Donor

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Donald Skalla, KNC Commission Chairman  
P.O. Box 580, Williams Bay, WI 53191

KNC Use Only: \_\_\_\_\_

Donation Received:

Date application filed:

Date of Board Review:

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Copy of approved application: Chairman \_\_\_\_\_ Treasurer \_\_\_\_\_ Applicant \_\_\_\_\_