



BAYFIELD COUNTY FORESTRY DEPT.



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PERMITTED USE AGREEMENT FOR RECREATIONAL PURPOSES

In accordance with the direction provided in the Bayfield County Forest Comprehensive Land Use Plan, section 520.2(1), the Bayfield County Forestry Department (Forestry Department) has been authorized by the Forestry Committee of the Bayfield County Board of Supervisors to enter into a permitted use agreement with _____ *name of Permittee* _____ (the Permittee), for the purpose of providing recreational opportunities on County Forest Land. The permitted use, detailed below, is not an exclusive use of the County Forest Land covered by this agreement. Forest management activities conducted by the Department may dictate that specific areas be temporarily closed to recreational use during the duration of that activity. The recreational use permitted by this agreement is;
_____ *detailed description of use and area impacted* _____.

The location of the permitted use is shown on the attached maps/drawing, and are made part of this permit.

The Permittee agrees to the following provisions of this permit:

- 1) The Permittee shall maintain safe trail and facility conditions and will comply with all applicable fire, sanitation, building and other safety codes and regulations.
- 2) The Permittee shall provide signs to identify; a) the recreation use being permitted b) the Permittee, and c) the Bayfield County Forest. The Permittee shall also provide informational and warning signs to ensure safe recreational use. Any new signs erected by the Permittee shall be mounted on a post or stake and in no cases nailed into trees.
- 3) The Permittee agrees to elect to maintain liability insurance coverage in an amount of no less than \$1,000,000.00. During the period of the Contract, the Permittee shall provide proof of insurance coverage required by this Contract on an original Certificate of Insurance, counter-signed by an insurer licensed to do business in Wisconsin naming Bayfield County as a Certificate Holder. The Permittee shall notify Bayfield County in writing immediately upon any change in or cancellation of insurance coverage required by this Contract.
- 4) The permittee agrees to protect, indemnify and save harmless Bayfield County and the County's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Permit or in connection with any action or omission of the Permittee, who shall defend the Bayfield County and the County's employees and agents in any cause of action or suit.
- 5) The Permittee shall have the sole responsibility of maintaining the trails, facilities, and improvements covered by this agreement. Permittee may do no work beyond basic maintenance of existing trails, facilities, and improvements without the specific written permission of the Bayfield County Forest Administrator. Work that involves the removal of trees, grading of an area greater than 150 sqft, or in any other way changes the footprint of the trails, facilities, or improvements will require the County's permission.

- 6) The Permittee has no access or privilege to go upon the Bayfield County's property other than under the terms of this permit and may not authorize access or use to others except for under the strict guidelines outlined in this permit
- 7) If this Permit expires or is otherwise terminated, the Permittee agrees to restore the area impacted by the permitted use to a condition acceptable to the Forest Administrator. A performance bond may be required to ensure needed restoration.
- 8) The Permittee agrees to promptly notify Bayfield County if any portion of the trails authorized by this permit are temporarily or permanently taken out of use.
- 9) The Permittee shall apply for a special event permit for any public event held in the area covered by this recreation use permit as per section 520.2(5) of the County Forest Plan.
- 10) Either party may cancel this permit upon notification of the other party. In the case of such a cancellation the Permittee shall perform all required restoration work within 90 days of notification. The County may at its discretion provide an extension of this period.
- 11) Permittee may not collect any fees, donations or require any sort of trail pass for users of trails, facilities, or improvements associated with this permit without permission of the forestry committee. Additionally permittee agrees that all trails, facilities, and improvements allowed under this permit are open to the public and that only Bayfield County has the authority to restrict their use.
- 12) and beyond..... *specific provisions to this permit.*

The period of this permit shall be for ten (10) years and shall expire on the 31st of December in the tenth year after this permit is signed. This permit may be renewed at the sole discretion of the Forestry Committee. Noncompliance with any of the provisions in this permit can result in the immediate termination of this permit by the Forestry Committee.

The undersigned personally guarantee the performance of the Permittees obligations under this Permitted Use Agreement.

Date _____ By _____
Signature

Signature Signature

Address of Permittee

Telephone of Permittee

The undersigned officer of Bayfield County enters into this agreement as authorized by the Forestry Committee, duly met, on the ___ day of _____, 2002.

Date _____ By _____
Bayfield County Forest Administrator