



County of Door
DOOR COUNTY PARKS

3538 Park Drive
Sturgeon Bay, WI 54235



(920) 746-9959

dcparks@co.door.wi.us

<http://map.co.door.wi.us/parks>

LICENSE AGREEMENT

[Plotmaster/ATV/Trailer]

This Agreement is made on the _____ day of _____ by and between the County of Door ("County"), a body corporate, and _____ ("Licensee").

WHEREAS, County owns "The Plotmaster" implement, ATV and trailer, and

WHEREAS, Licensee desires to make use of this "The Plotmaster" implement, ATV and trailer, and

WHEREAS The "The Plotmaster" implement, ATV and trailer are available to the general public, citizen groups, government agencies, and other units of government for approved conservation and natural resource protection projects. The "The Plotmaster" implement, ATV and trailer may be used on both private and public lands.

WHEREAS, County does not deem the Licensee's proposed use to be inconsistent with Door County's "The Plotmaster" Implement, ATV and Trailer Use Policy.

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. County hereby grants Licensee the non-exclusive privilege of using the "The Plotmaster" implement, ATV and trailer from _____ to _____. Licensee agrees to pay the sum of \$120.00 per day as liquidated damages in the event the "The Plotmaster" implement, ATV and trailer are not timely returned.
2. The license (rental) fee is \$120.00 per day. The damage deposit and or clean up fee of \$120.00 is required. The license fee and damage deposit and/or insurance certificate shall be provided or paid in advance and in full.
3. The Licensee acknowledges having read, understands, and agrees to fully comply with Door County's "The Plotmaster" Implement, ATV and Trailer Use Policy. Licensee agrees to pay the sum of \$500.00 as liquidated damages in the event the terms of this paragraph are breached.
4. In no event shall the County be deemed to have granted Licensee the right to the use of the "The Plotmaster" implement, ATV and trailer for any purpose other than identified in this Agreement.
5. Licensee is responsible for the proper transportation, use and maintenance of the "The Plotmaster" implement, ATV and/or trailer.

6. Licensee shall observe and comply with all federal, state or local laws, ordinances, rules or regulation applicable to the "The Plotmaster" implement, ATV and trailer which are now in effect or are hereafter promulgated.
7. Licensee bears the entire risk of the "The Plotmaster" implement, ATV and trailer being damaged, destroyed or loss. Licensee shall turn over the "The Plotmaster" implement, ATV and trailer to the County at the termination of this license in the condition as existed prior to the commencement of the license, normal wear and tear excepted.
8. Licensee accepts the "The Plotmaster" implement, ATV and trailer in "as is" condition. County does not warrant or represent that the "The Plotmaster" implement, ATV and trailer is fit for any particular purpose.
9. Licensee shall indemnify and hold harmless the County from and against any and all loss, damage, claim, liability or expense by reason of any damage or injury to property or person which may arise out of, result from, or be in any manner connected with Licensee's use of the "The Plotmaster" implement, ATV and trailer. This indemnification and hold harmless obligations shall continue in full force and effect notwithstanding termination of this License.
10. Licensee irrevocably submits itself to the original jurisdiction of the Circuit Court, County of Door, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this License.
11. Licensee irrevocably authorizes County to enter Licensee's property and take possession of the "The Plotmaster" implement, ATV and trailer if such is not returned at the time and location designated by County.
12. The License and the rights and obligations hereunder may not be assigned, delegated or transferred by the Licensee without the prior written consent of the County.
13. If any provision of this License is declared invalid or unenforceable, this License shall endure except for the part declared invalid or unenforceable.
14. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such is reduced to writing.
15. This Agreement constitutes the entire Agreement between the parties.

Accepted and Agreed this _____ day of _____.

Licensee's Signature

Accepted and Agreed this _____ day of _____.

Door County Parks Department