



SPECIAL EVENT AND PARK USE AGREEMENT FORM INSTRUCTIONS



(262) 857-1869
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COUNTY OF KENOSHA

Department of Public Works & Development Services
Raymond G. Arbet, Director

Matthew J. Collins
Director, Division of Parks
19600 75th Street, Suite 122-1
Bristol, Wisconsin 53104
Office: (262) 857-1850
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SPECIAL EVENT APPLICATION & PARK USE AGREEMENT INSTRUCTIONS

Thank you for showing interest in hosting your event within a Kenosha County Park. Kenosha County provides some of the best parks found within Southeastern Wisconsin. Our Parks Division offers unique venues to accommodate special events throughout the year and we welcome wholesome family friendly events that provide fun activities to our residents and visitors. To ensure that your planned event is a success, please review all related policies, event applicant responsibilities, and applicable fees to better assist with planning your event.

At any time through this process, you may contact our Kenosha County Parks Division to better assist you with specific questions at (262) 857-1850.

WHAT REQUIRES A SPECIAL EVENT PARK USE AGREEMENT PERMIT?

A Special Event Park Use Agreement Permit Application must be completed, submitted, approved, and processed in order to reserve an outdoor park space, parkway or park road for any of the following:

- Bike race, bike ride, cross country meet, walk or run
- Public event, e.g. outreach, rally, promotional event or religious event
- Outside event with amplified music or speaker system
- Outdoor park space that is not designated as an athletic field or picnic area

DO NOT ADVERTISE FOR AN EVENT BEFORE OBTAINING WRITTEN APPROVAL FROM THE KENOSHA COUNTY PARKS. THE USE OF SOCIAL MEDIA IS CONSIDERED ADVERTISING IF DISTRIBUTED PUBLICLY. SPECIAL EVENT APPLICANT MUST BE 21 YEARS OF AGE OR OLDER TO SUBMIT AND SIGN A SPECIAL EVENT APPLICATION.

DO NOT COMPLETE THIS FORM IF YOU ARE INTERESTED IN RESERVING:

- Pavilion for a private function – Visit our online reservation portal for pavilion reservations:
<https://reserve4.resnexus.com/resnexus/Reservations/Lodging/3F8C069F-1F93-4BE8-8630-FCEA34FA112E>
- Golf Outing - CONTACT THE GOLF OFFICE AT 262-697-GOLF (4653)

APPLICATION SUBMISSION

Please complete and submit the Special Event Park Use Agreement Permit Application to the Director of Kenosha County Parks for review and approval by email at matthew.collins@kenoshacounty.org.

Submittal of an application does not automatically grant you a permit or confirmation to conduct your planned event. Attach a detailed route and/or site map to your application. Your application will not be reviewed if a route and/or site map(s) are not included. Your route and/or site map must be approved by the Director of Parks to ensure that it will not interfere with other park activities.

APPLICATION REVIEW

After receipt of your application, you will be notified via email within two (2) weeks regarding the status of your application. It is the responsibility of the applicant to submit any amendments and/or revisions to the original application in writing. Revisions are subject to the review and approval of the Director of Parks.

FEE SCHEDULE & REQUIREMENTS

If your Special Event Park Use Agreement Permit Application is approved, you will receive an email with fee information and requirements to obtain your permit. It is the responsibility of the event organizer to call or email the Park Superintendent promptly to discuss details of the event. All payments are required at least ninety (90) days prior to the event date. If the special event permit fee is not received by the specified due date, a \$50 late fee will be assessed or the event may be cancelled by the Kenosha County Parks Division.

Payments shall be made out to Kenosha County and send to:

Kenosha County Parks Division
Attn: Director of Parks
19600 75th Street, Suite 122-1
Bristol, WI 53104

SPECIAL EVENT RULES AND REGULATIONS

All special events, participants and guests, vendors and exhibitors shall abide by all municipal codes, Kenosha County ordinances and rules governing the parks and parkways.

ADDITIONAL INFORMATION

Kenosha County Parks reserves the right to require additional information or documentation regarding the applicant, applicant's company, sponsoring company/organization, co-sponsors, event participants, event vendors, event activities or the event itself. Moreover, Kenosha County Parks may postpone approval of event permit(s) until receipt of additional requested information or documentation. Failure to submit requested information or documentation in a timely manner may be cause for denial of a Special Event Park Use Agreement Permit.

AMENITIES

Kenosha County Parks does not provide amenities such as portable restrooms, sound systems, stages, banquet tables, chairs, tents, canopies, fencing, bleachers, benches or other equipment. Other items owned by Kenosha County may be rented by organization if inventories are available. Kenosha County Parks does not have a list of preferred vendors. Events are free to work with vendors of their choice.

CANCELLATION

- All cancellations must be made in writing.
- Special Event Permit cancellations must be received by the Director of Parks no later than ninety (90) days prior to the event to receive a refund. All cancellations will be charged a \$100.00 administrative fee.
- Cancellations received at the Parks Division between ninety (90) and thirty (30) days prior to the event date will receive a fifty percent (50%) refund.
- All cancellations received with less than thirty (30) days' notice will not receive a refund.
- A special event may be rescheduled if, and only if, Kenosha County can accommodate a make-up date.
- No rain dates will be issued. No refunds will be granted due to inclement weather, unless the cancellation of your event is a decision made by Kenosha County due to severe weather conditions.

CLEAN-UP

- Permit holder shall be responsible for the collection and removal of all event related garbage and litter from the site and surrounding areas. Details for the pickup and removal shall be negotiated in good faith

between the permit holder and the Parks Director. All garbage collection and removal shall be to the satisfaction of Kenosha County Parks. Permit holder will be billed for any additional cleanup (\$50.00/hour) and/or damage to park property.

- The use of confetti is prohibited.
- **Damage to Park Property:** Permit holder shall be responsible for any actual documented physical damage to the premises caused by its event, employees, agents, representatives, and guests.
- **Event Timeline:** All set-up and teardown dates and times must be approved by the Director of Parks, and must be noted on the Special Event Park Use Agreement Permit Application. Kenosha County Parks close at 10:00 pm daily. All cleanup of the event must be completed by park close. If that is not possible, you must make arrangements to rent the park/shelter for the following day.

FEES

Approved special events will be charged a \$100 base fee per day to host an event within a Kenosha County park. Additional fees may apply to organizations that request additional supplies and staffing. Not-for-profit organizations shall have base fees waived if they can show proof of non-profit status.

ADDITIONAL FEES

All events are required to pay for any extra arrangements needed or equipment requested. Kenosha County will provide a detailed cost estimate in writing. An invoice for these charges will be sent and the fees will be due thirty (30) days from the date of invoice. If available, the following items may constitute an additional cost for your event:

- Base fee per event day (\$100)
- Events hosting over 200 participants (\$100)
- Entry fees to Silver Lake Park Beach collected from Memorial Day – Labor Day
(Fees: <http://www.co.kenosha.wi.us/DocumentCenter/View/3616>)
- Garbage collection (\$50.00 per employee per hour)
- Picnic tables rental (\$15.00 per day)
- Barricades rental (\$8.00 per day)
- **Picnic, Pavilion & Athletic Field Fees:** All events that utilize or affect the usage of a designated picnic area, pavilion and/or athletic field will pay the associated fees and those affected areas will become part of the Special Event Park Use Agreement Permit.
- **Setup & Teardown Fees:** Permit holder will be assessed a fee for setup and teardown days. Each setup and teardown day is subject to a fee half the cost of the event day fee. Full fees apply on weekends (Friday-Sunday). Permit holder will be assessed a fee for equipment that has not been removed from the park by the teardown date and time stated on the permit application.
- **Special Event Permit Fees:** Due ninety (90) days prior to the scheduled Special Event date. If the special event fee is received less than ninety (90) days prior to the event date, special event fees increase by twenty percent (20%). Special Event Park Use Agreement Permit will be cancelled if all applicable fees are not paid thirty (30) days prior to the event date.
- **Vendor Fees:** A vendor permit is required to conduct sales in Kenosha County Parks. \$125 permit fee will be assessed per vendor per day. All vendor permit fees must be paid at least two (2) weeks prior to the event. A City or local municipal license may also be required. All food vendors shall obtain all necessary permits to sell and handle food per local and state statutes.

- **Wisconsin State Sales Tax:** All Special Event Park Use Agreement Permit fees include sales tax (5.5%). If you are a tax-exempt organization, attach a copy of your Certificate of Exempt Status (CES#) issued by the Department of Revenue from the State of Wisconsin.

GRILLING

Grilling must be confined to enclosed metal containers. Hot coals must be disposed of in designated coal containers. Disposing of coals on grass, at the base of a tree or at any other location is strictly prohibited.

PARKING

Parking or driving of any vehicle on turf or paved areas outside of designated parking areas is not allowed without prior written approval. Vehicles are prohibited from driving on grass, athletic fields, park walkways and trails. Contact the Division of Parks regarding any special parking needs or vehicular access. If permission is granted for driving on turf, it will be stated in the special event permit. Any turf damage caused by any trucks or other vehicles is the responsibility of the event and the permit holder. Event organizer is responsible to provide adequate individuals to control and regulate the parking of vehicles in designated parking areas.

PAVILION, PICNIC OR ATHLETIC FIELD RESERVATIONS

Applying for a Special Event Park Use Agreement Permit does not guarantee the availability of a picnic area(s), pavilion and/or athletic field(s). If your event or route affects the use of a picnic area(s), pavilion and/or athletic field(s), make sure to request it in the application. Fees will apply. The Division of Parks will check for availability and will make reservations accordingly. Applicant must abide by all Kenosha County Parks policies and procedures.

PERMIT

Permits are not assignable and not transferable. A copy of the Special Event Park Use Agreement Permit must be present and on-site for inspection on event date(s) including setup and teardown date(s).

PROMOTION AND MARKETING

Costs incurred promoting and marketing for an event prior to the issuance of an approved Special Event Park Use Agreement Permit from the Kenosha County Parks and changes/modifications relative to the event from Kenosha County is at the sole expense and risk of the Event Organizer.

SIGNAGE

Spray Paint and Spray Chalk can only be used on grass surfaces and is strictly prohibited on all other Kenosha County property. The Director of Parks must approve spray paint or spray chalk on any grass areas. Staking is prohibited on Kenosha County Parks property without prior approval from the Parks Director. Signage in the park to promote an event is allowed no more than one week prior to the actual event date. The Director of Parks must approve all signage pertaining to the event, including the placement of all signage before the event and the fastening or attaching of any rope, sign, banner, flyer or any other object to any tree, shrub or park feature on County Park property. All course markings used along the route and event signage must be pre-approved prior to installment and copies of graphics included within the permit application.

Kenosha County Parks in its sole discretion may require prominent placement of its logo on any and all promotional materials, whether print or digital, related to your special event.

If the Kenosha County Parks logo is required, acknowledgement signage must be prominently displayed at the entrance to the event, on stage if applicable, and in all print and TV promotions and advertising. A copy of the

promotional and advertising materials must be submitted to the Kenosha County Parks Division thirty (30) days prior to event date. All proposed banners and signage on the premises must be pre-approved by the Director of Parks.

TENTS

Please be advised, staking of commercial tents is **ABSOLUTELY PROHIBITED** without prior approval from the Parks Division. If approved, event organizer is responsible for contacting Diggers Hotline at (800) 242-8511. While Diggers Hotline services are free of charge, they cannot detect Kenosha County Parks' utilities. Therefore the Kenosha County Parks must hotline this area as well. If tents and/or canopies are not staked, they must be secured with sand bags or water barrels.

WALKS/RUNS/RACES/RIDES

All proposed routes are subject to the approval of the Director of Parks. If your event is requesting the closure of or use of a public street or public way, you must obtain approval and all necessary permits from the affected municipality. Kenosha County is not responsible for any costs associated with the denial of a proposed route.

LIABILITY INSURANCE REQUIREMENTS

- Amount of Coverage: 1,000,000 General Liability
- Name Kenosha County as additional insured
- Include liquor liability insurance if serving beer and/or wine (County approval needed)
- Include racer insurance if participants are registering for a competitive/timed event with motorized and non-motorized vehicles/watercraft/equipment
- Insurance binder – with coverage amounts needed in Park Office two (2) weeks prior to event

RESPONSIBILITY OF PARKS DIVISION - LIMITATIONS

By entering this agreement, the Park Department merely allows use of the designated area of the Park system for the recreational purpose requested.

The Park Division will not inspect the park area requested to be used immediately prior to use to determine the suitability or safety of the use by applicant or others under this agreement. The Park Division will not supervise such use. If the Park Division permits applicant's use, such permission shall not be construed as a guarantee of safety or as a determination that the park is suitable for such activity.

RESPONSIBILITY OF USER

Inspect the park area, facilities and/or buildings immediately prior to park use to determine whether or not the area is suitable and safe for the recreational use intended. If such inspection reveals that such area is not suitable and safe for the intended use, the area shall not be used until the area is made suitable and safe for such use.

Report unsafe conditions in the area to the Park Division as soon as practical.

Have at least one person present at the park area used at all times that is designated as "in charge" of the event taking place. That person shall be familiar with the terms of this agreement and the rules of the park.

Warn all persons using the area, facilities and/or buildings under the authority of this agreement of any unsafe conditions which may exist or portions of that area which are not suitable for use.

Supervise and control all persons using area under authority of this agreement. Require all persons under applicant's control to use area in accordance with County Park Rules and Regulations, a copy of which is hereby

acknowledged by applicant. OBEY ALL COUNTY, STATE AND FEDERAL LAWS. Obey all orders and instructions from Park employees and/or Sheriff Deputies.

Be financially responsible for any damage to the Park and its buildings and structures which are caused by negligent or intentional acts of persons using area under authority of this agreement.

Absolve Kenosha County and Kenosha County Park Department of any liability which might occur while using this area under authority of this agreement, as more particularly stated in Exhibit A attached hereto and made a part of this agreement.

OTHER PARK DEPARTMENT REQUIREMENTS

IMMEDIATELY, upon personal notification to the person in charge of the event that the Park Division revokes permission under this agreement due to injury to person or property, imminent danger of such injury, or violation of park rules, the person in charge shall, in an orderly manner, stop the event and clear the area of persons using the park under this agreement.

REVOCATION

It is the intent of Kenosha County Parks to provide a wholesome, family-orientated atmosphere in all County Parks. All programs and agreements contrary to this intent may be revoked at the County Park Director/or their designees discretion.

The County Park Director, or his/her authorized representative, shall have the authority to immediately revoke this agreement upon finding a violation of any rule or ordinance or upon good cause shown.

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS EXHIBIT

The applicant shall save and hold Kenosha County, its officers, employees and agents harmless from and against all liability, damage, loss, expense, claims, claims for repayment of funds, demands and actions of any nature whatsoever (including any by applicant itself) which arise out of or are connected with, or are claimed to arise out of or be connected with any of the use of the Kenosha County Parks by any person pursuant to the "Park Use Agreement" attached hereto (the "Agreement"), or which arise out of or are connected with, or are claimed to arise out of or be connected with any accident or occurrence which happens, or is alleged to have happened, in or about the place where such use or activity is being or was performed or responsibility incurred or in the vicinity thereof, (1) while Kenosha County is fulfilling its responsibility under the Agreement, or (2) while Kenosha County has any obligations or responsibility under the Agreement; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of property loss to Kenosha County, its officers, employees, agents, contractors, subcontractors or frequenters; or to Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, group, employer, organization guests, invitees, whether based upon or claimed to be based upon this agreement or upon statutory (including without limiting the generality of the foregoing, worker's compensation), contractual, tort or other liability of applicant, Kenosha County, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty or contract by Kenosha County, its officers, employees, agents, contractors, subcontractors or frequenters; applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all

charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

EXPLANATION OF INDEMNIFICATION

WHAT DOES AN INDEMNIFICATION (HOLD HARMLESS OR SAVE HARMLESS) CLAUSE DO?

IT SHIFTS THE RISK OF LOSS.

It means one party accepts a risk of a loss it would not otherwise have. Indemnification means the same thing as hold harmless or save harmless. Indemnification clauses define legal relationships or parties as to anticipated risks. In the absence of an indemnification clause, each party is responsible for losses resulting from its own negligent actions or omissions or breaches. An indemnification clause simply shifts all of these risks to one of the parties. The party to whom the risk is shifted then typically buys insurance or takes other action to cover or address the entire risk.

IS IT LEGAL TO SHIFT THE RISK OF ONE'S OWN ACTIONS TO ANOTHER?

YES.

Wisconsin Courts have repeatedly held that indemnity clauses are valid, not against public policy, and are not prohibited by Wisconsin common or statutory law. *Barrons v. J. H. Findorff and Sons*, 89 Wis.2d 444, 452 (1979); *Dykstra v. McKee and Company*, 100 Wis.2d 120, 126 (1981); *Gerdman v. United States Fire Ins. Co.*, 119 Wis.2d 367, 373-374 (1984). Indemnity clauses do not limit or eliminate tort or contractual liability; they make one party responsible for payment should damages or losses result.

GENERAL CONTACT INFORMATION

Payments shall be made out to Kenosha County and sent to:

Kenosha County Parks Division, Attn. Director of Parks
19600 75th Street, Suite 122-1, Bristol, WI 53104

Kenosha County Parks Administration Offices: (262) 857-1869

Western Kenosha Region Parks: Bristol Woods Park, Fox River Park, KD Park, Old Settlers Park, Silver Lake Park

Western Kenosha Park Superintendent: Garrett Meader
E-mail: garrett.meader@kenoshacounty.org
Office: (262) 857-1854
EMERGENCY CONTACT: (262) 496-3461

Eastern Kenosha Region Parks: Brighton Dale Park, Petrifying Springs Park

Eastern Kenosha Park Superintendent: Chris White
Email: Chris.White@kenoshacounty.org
Office: (262) 925-8014
EMERGENCY CONTACT: (262) 818-3301

Kenosha County Health Department: (262) 605-6700

Kenosha County Sheriff (non-emergency): (262) 653-6600

Town of Brighton: (262) 878-2218

Village of Somers: (262) 859-2822

Village of Paddock Lake: (262) 843-2713

Town of Randall: (262) 877-2165

Town of Wheatland: (262) 537-4261

Village of Bristol: (262) 857-2368

Village of Pleasant Prairie: (262) 694-4734

Village of Salem Lakes: (262) 843-2313