

## 2018 VENDOR PERMIT INSTRUCTIONS

### WHAT REQUIRES A VENDOR PERMIT?

A Vendor Permit Application must be submitted and approved by the Milwaukee County Parks Special Events Office to conduct business at any location in the park system. A vendor permit is required for the following:

- Charter Boats
- Food & Beverages
- Promotional Events
- Raffle / Silent Auction
- Retail / Merchandise
- Sales / Exchange of Money
- Yoga / Fitness Groups
- Youth Camp

**DO NOT ADVERTISE FOR YOUR BUSINESS BEFORE OBTAINING A VENDOR PERMIT FROM THE MILWAUKEE COUNTY PARKS**

### APPLICATION PROCESS INSTRUCTIONS:

#### **SUBMISSION:**

Submit the completed Vendor Permit Application to the Milwaukee County Parks Special Events Office for review and approval. The Vendor Permit Application can be submitted to Ryan Broderick by email at [ryan.broderick@milwaukeecountywi.gov](mailto:ryan.broderick@milwaukeecountywi.gov), fax (414) 257-8044, by mail or in-person to the Milwaukee County Parks - Special Events Office at 9480 Watertown Plank Road, Wauwatosa, Wisconsin, 53226. **Applications must be submitted at least 60 days prior to the first date of business operation.** Incomplete applications will not be reviewed. Submittal of an application does not automatically grant you a permit or confirmation to conduct business.

#### **REVIEW:**

After receipt of your application, you will be notified via email within three (3) weeks regarding the status of your request. 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 Milwaukee County Parks Department.

#### **APPROVAL:**

If your Vendor Permit Application is approved, you will receive an email with fee information and requirements to obtain your permit. Vendor permit fees are **non-refundable**. The type of vendor operation and location determines the vendor permit fee.

### RULES AND REGULATIONS:

All vendor(s), its employees and guests shall abide by all municipal codes, Milwaukee County Ordinances and rules governing the parks and parkways.

#### **Alcohol:**

Vendors that serve or sell alcohol are required to:

- Pay additional vendor fee if **selling** alcohol at private or public event.
- Submit "*Certificate of Insurance*" for \$1,000,000 in **liquor liability insurance**, naming Milwaukee County as additionally insured.
- Submit a copy of the **Class "B" Liquor license** from local municipality. For the City of Milwaukee, call (414) 286-2238 or visit <http://city.milwaukee.gov/ObtainLicensesPermit54.htm>.
- Hire **licensed bartenders**.

### **Amenities:**

Amenities such as canopies, chairs, portable restrooms, sound systems, stages, tables, tents or other equipment are not provided by the Milwaukee County Parks. Milwaukee County Parks does not have a list of preferred vendors and events are free to work with vendors of their choice.

### **Amplified Sound:**

- Amplified sound must comply with Section 47.022, Noise, of Chapter 47 of the Milwaukee County Ordinances.
- Vendor must be approved by the Milwaukee County Parks Department to have amplified sound.
- Amplified Sound cannot begin before 8:00 AM without prior approval.
- Amplified sound must be directed away from residences and kept at a minimum noise level.
- It is the responsibility of the permit holder to provide their own electrical power.
- The City of Milwaukee is the only municipality that requires a Noise Variance Permit. Call 414-286-3280 or visit <http://city.milwaukee.gov/Env/Noise1.htm> to apply for your Noise Variance Permit.

### **Cancellation Policy:**

- All cancellations must be made in writing.
- Vendor permit fees are **non-refundable**.
- No refunds will be granted due to inclement weather, unless the cancellation of your event is a decision made by Milwaukee County Parks Department due to severe weather conditions.
- If the Milwaukee County Parks Department cancels your event due to weather conditions, the event may be rescheduled if the Special Events Office can accommodate your requested make-up date.

### **Certificate of Insurance (COI):**

**ALL** Charter Boats, Fitness/Yoga groups and some other vendors are required to submit a "Certificate of Insurance" in the minimum amount of **\$1,000,000** of general liability coverage naming **Milwaukee County Parks** as an **additional insured** for all dates of vending operation. Milwaukee County Parks must be listed as the **Certificate Holder** with the address listed as 9480 Watertown Plank Road, Wauwatosa, WI 53226. The Vendor Permit will not be issued if a COI has not been received and accepted.

### **Cleanup & Damage:**

- Vendor is responsible for the collection and removal of all event related garbage and litter from the site and surrounding areas. All garbage collection and removal shall be to the satisfaction of the Milwaukee County Parks. Permit holder will be billed for any additional cleanup (approximately \$50.00 per employee per hour) and/or damage to park property.
- Vendor is responsible for recycling all recyclable materials.
- The use of confetti is prohibited.
- Vendor shall be responsible for any actual documented physical damage to the premises caused by its event, employees, agents, representatives, and guests. Within five days of the conclusion of the event, the premises shall be restored to the satisfaction of the Regional Manager.

### **Drones:**

Drone use must be approved by the Special Events Office. Drone and drone pilot must be in compliance with all Federal, State and Local licenses and provide documentation upon request. Drone pilot must fly drone with public safety as its highest priority.

### **Grilling:**

Grilling must be confined to enclosed metal containers. Hot coals must be cooled or doused with water after use and 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.

### **Indemnification:**

The permit holder agrees at all times during the existence of this permit to indemnify Milwaukee County for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to this permit, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the permit holder, its agents or employees. Permit holder shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

### **Permits:**

Permits are not assignable and/or transferable. A copy of the permit must be present and on-site for inspection.

### **Sales:**

- If you are selling on Milwaukee County Parks property without a Vendor Permit, you are subject to a fine and confiscation of your products and equipment.
- A City or local municipal license may also be required. A copy of the municipal license must be submitted to the Special Events Office. For the City of Milwaukee, please contact (414) 286-2238, <http://city.milwaukee.gov/ObtainLicensesPermit54.htm>.
- Milwaukee County Parks reserves the right to operate its own concession operations at any time and any location during any or all events held in on Milwaukee County Parks property.

### **Signage:**

**Spray painting and spray chalk is prohibited.** Milwaukee County Parks must approve the placement and installation of all signage on Milwaukee County Parks property.

### **Special Events:**

Seasonal vendors cannot sell during any special events including 3<sup>rd</sup> & 4<sup>th</sup> of July Celebrations and the Traveling Beer Garden unless approved by the Milwaukee County Parks Department.

### **Staking:**

- Staking is **PROHIBITED** on Milwaukee County Parks property.
- Tents must be secured with sand bags or water barrels if tent is not staked. 10x10 pop-up tents are permitted with small stakes.

### **Termination:**

- Milwaukee County Parks in its sole discretion may grant, deny, revoke or suspend any permit, at any time and for any reason. Cancellation of the permit for cause will result in forfeiture of all fees. For cause means if the terms of the application are misrepresented, violated or when public safety is threatened.
- The Vendor Permit is subject to all local municipal and County ordinances in addition to all rules and regulations governing parks and parkways, and can be terminated at any time at the sole discretion of local law enforcement authorities, when public safety is threatened.

### **Vehicles:**

Vehicles are prohibited from driving on grass, athletic fields, park walkways and trails. If permission is granted for driving on grass, it will be stated on the vendor permit. Vehicle passes that have been provided to the permit holder must be displayed in each permitted vehicle. Any damage caused by any trucks or other vehicles is the responsibility of the permit holder.

**APPLICANT INFORMATION:**

Business Name \_\_\_\_\_ Name of Applicant \_\_\_\_\_  
 Street Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

**PROPOSED OPERATION:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Charter Boat          | <input type="checkbox"/> Raffle / Silent Auction    | <input type="checkbox"/> Youth Camp                 |
| <input type="checkbox"/> Food & Beverage Sales | <input type="checkbox"/> Retail / Merchandise Sales | <input type="checkbox"/> Other ( <i>describe</i> ): |
| <input type="checkbox"/> Promotional Event     | <input type="checkbox"/> Yoga / Fitness Group       |   |

**PERMIT INFORMATION:**

Date(s) \_\_\_\_\_ Day(s) of the Week (*Monday-Sunday*) \_\_\_\_\_  
 Park \_\_\_\_\_ Location in Park \_\_\_\_\_  
 Start Time \_\_\_\_\_  AM  PM  
 Ending Time \_\_\_\_\_  AM  PM

**SALES:**

- Alcoholic Beverages  NO  YES
- Non-Alcoholic Beverages  NO  YES
- Food  NO  YES
- Merchandise  NO  YES
- Other (*describe*):

**VEHICLES:**

- Number of Vehicles \_\_\_\_\_
- Type of Vehicle \_\_\_\_\_
- Vehicular Access/Parking Request  NO  YES
- Describe Request:

**AMPLIFIED SOUND:**

- |  |  |
|--|--|
| • Amplified Sound <input type="checkbox"/> NO <input type="checkbox"/> YES | • Types of Music _____   |
| • Start time _____ <input type="checkbox"/> AM <input type="checkbox"/> PM | • End time _____ <input type="checkbox"/> AM <input type="checkbox"/> PM |

**Indemnification:**

The permit holder agrees at all times during the existence of this permit to indemnify Milwaukee County for, and hold it harmless from all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of or are in any manner connected to this permit, based on any injury, damage or loss being caused by any wrongful, intentional, or negligent acts or omissions of the permit holder, its agents or employees. Permit holder shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

**SIGNATURE:**

The permit holder named above will be responsible for the conduct of the group and for the condition of the reserved area. This permit is subject to all municipal codes and Milwaukee County Ordinances (S. 47.04, 47.16, 47.28, 63.01, 63.02) in addition to all rules and regulations governing parks and parkways. The applicant agrees that, while using the park facility, the sponsoring organization will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of the person's race, color, national origin or handicap.

I do solemnly swear (or affirm) that all answers given and statements made on this application are full and true to the best of my knowledge and beliefs. I have read the terms and conditions outlined in this document and agree to abide by them.

**I AGREE THAT THE ENTRY OF MY FULL NAME BELOW CONSTITUTES AN ELECTRONIC SIGNATURE**

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Electronic Signature Accepted*