

2019 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 in any Milwaukee County Park. A vendor permit is required for the following:

- Charter Boats
- Food & Beverages Sales
- Promotional Events
- Raffle / Silent Auction
- Retail / Merchandise Sales
- Sales / Exchange of Money
- Yoga / Fitness Groups
- Youth / Summer 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 application can be submitted to Ryan Broderick by email at 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 vendor 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 application is approved, you will receive an email with permit fees and requirements. Fees are **non-refundable**. Permit is issued once all permit fees and requirements have been satisfied.

RULES AND REGULATIONS:

All vendors, 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 a 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/rental companies 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 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 business operation. Milwaukee County Parks must be listed as the **Certificate Holder** with the address listed as 9480 Watertown Plank Road, Wauwatosa, WI 53226.

Credit Card Transactions:

Vendors who accept payment card information (PCI) are required to provide evidence of Cyber Liability with a limit of \$1,000,000 per occurrence, **OR** maintain PCI compliance, **OR** utilize a PCI compliant 3rd party vendor for all payment card transactions. Acceptable proof of this requirement being met includes: certificate of insurance evidencing cyber liability **OR** letter evidencing PCI compliance **OR** letter evidencing use of PCI compliant 3rd party vendor.

Damage & Cleanup:

- 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.
- The use of confetti is prohibited.
- Vendor is responsible for recycling all recyclable materials.
- 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. If approved, 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. Vendors are required to evidence unmanned aircraft liability insurance, including war liability, premises liability, & personal injury liability. Vendor shall maintain limits of at least \$5,000,000 per occurrence.

Grilling:

Grilling must be confined to enclosed metal containers. Hot coals must be disposed of in designated coal barrel. 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 transferable. 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 or visit <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:

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

Special Events:

Vendors are not permitted to sell during any other special event scheduled in the Milwaukee County Parks, including the Traveling Beer Garden and July 3rd & 4th Celebrations.

Staking:

- Staking is **PROHIBITED** on Milwaukee County Parks property.
- Tents must be secured with sand bags, water barrels, or other approved anchoring equipment.
- 10'x10' pop-up tents are permitted with small tent 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 parking or driving on grass, athletic fields, beaches, park walkways and trails per Section 47.10, Use of Motor Vehicles in Parks, of Chapter 47 of the Milwaukee County Ordinances. Any turf damage caused by vendor, event or rental company is the responsibility of the permit holder to pay for all restoration costs to restore park. Any vehicle passes that have been provided to the permit holder must be displayed in each permitted vehicle.



2019 VENDOR PERMIT APPLICATION

APPLICANT INFORMATION:

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

PERMIT INFORMATION:

Date(s) _____ Staging Area _____
 Day(s) of the Week (Monday-Sunday) _____ Start Time _____ AM PM
 Park Name _____ End Time _____ AM PM

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 (describe): |
| <input type="checkbox"/> Promotional Event | <input type="checkbox"/> Yoga / Fitness Group | |

SALES / EXCHANGE OF MONEY:

- Alcoholic Beverages
- Non-Alcoholic Beverages
- Food
- Merchandise
- Credit Card Transactions
- Collecting Money Donations
- Raffle/Silent Auction
- Other (describe):

AMPLIFIED SOUND:

- Amplified Sound
 - Start time _____ AM PM
 - End time _____ AM PM

DRONES / MOTORIZED VEHICLES:

- Drone Request
 - Number of Motorized Vehicles _____
 - Type of Vehicle(s) _____
 - Vehicular Request (describe):

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