

CITY OF RACINE MONUMENT SQUARE EVENT - PERMIT APPLICATION

INSTRUCTIONS: Please carefully read the attached Monument Square "Policies & Procedures" before completing this application. Incomplete applications will not be accepted. The responsible business, organization or individual must be the applicant.

APPLICANT INFORMATION

Name of Applicant: _____

Name of the Organization: _____

Street Address: _____ State: _____ Zip: _____ Daytime Phone: _____

Cell Phone: _____ Email Address: _____

Alternate Contact Name: _____ Daytime Phone: _____ Cell Phone: _____

Please select appropriate box. Applicant is a: Individual Proprietor Corporation LLC Other: _____

Please include a copy of business structure status to this application for verification purposes.

EVENT SPONSOR: Are you, the applicant, organizing this event on behalf of another organization? Please check No or Yes below. If Yes, please provide additional information as requested below.

Important Note: If sponsor is the responsible party for the gathering/event then the sponsor must also be the applicant.

No Yes If Yes, Name of Organization: _____

Sponsoring Organization Contact Name: _____ Contact Phone: _____

Address of Organization Contact: _____ State: _____ Zip: _____

EVENT INFORMATION

Event Name: _____ Expected Attendance: _____

Set-Up Date: _____ Set Up Start Time: _____ Set Up End Time: _____

Event Date: _____ Event Start Time: _____ Event End Time: _____

Tear-Down Date: _____ Tear-Down Start Time: _____ Tear-Down End Time: _____

Event Description: Provide a brief description of your event.

APPROVED VENDOR LIST

Please list **ALL** vendors approved for your event. Vendors & concessionaires not listed may be denied required permits/licenses.

4) Will you be selling &/or serving fermented malt beverages at your event? Yes, selling & serving. Yes, serving only. No.

If yes, you are required to obtain a Parks Fermented Malt Beverage Permit and must also contact the City Clerk's office to inquire if additional permitting is required.

5) Will you be serving, selling &/or sampling food &/or beverages at your event?

Yes. No.

If yes, you must contact the City Clerk's Office and Health Department as additional permitting may be required.

6) Will your event include the use of portable toilets? Yes. No. Portable toilets may be required. PRCS will not provide portable toilets for the event.

If Yes, # of portable toilets: _____

7) Are you requesting permission to have amplified music? Yes. No.

If yes, do you have a music license from a music license company? Yes. No.

If yes, list music license company name & music license number: _____

8) Will your event feature tents &/or canopies? Yes. No.

If Yes, # of Tents/Canopies: _____ Size of tents/canopies: _____ (Stakes prohibited.)

Tents larger than 10'x10' require a permit from the Building Department & may require inspection by the Fire Department.

9) Will your event require use of the electrical services? Yes. No.

If Yes, the use of source will result in a charge to the Sponsor if PRCS services are required during the scheduled event or program.

10) Will your event include a stage? Yes. No.

If Yes, PRCS' Stage on Wheels may be available for an additional fee (non-profit organizations only). Complete a Stage on Wheels application should you wish to request use of it.

11) Will you be posting signs & banners to advertise this event? Yes. No.

If Yes, PRCS allows posting of signs &/or banners at specific parks with a paid Signs & Banners permit. Complete a Signs & Banners request form if you wish to utilize some park areas for advertising of your event.

12) Will you need Monument Square Drive to be closed for the event? Yes. No.

If Yes, PRCS requires you to notify the business owners or managers along Monument Square Drive. You must obtain the signature of the business owner or manager of each business with a main entrance abutting Monument Square Drive below as proof of the notification.

Signature

Signature

Signature

Signature

Business Address

Business Address

Business Address

Business Address

Signature

Signature

Signature

Signature

Business Address

Business Address

Business Address

Business Address

PAYMENT

PRCS accepts cash, check, MasterCard and Visa. Full payment of fee & deposit is required to reserve Monument Square and must be received by the PRCS Office no less than 10 business days prior to the reservation. Payment received less than 10 business days prior to reservation will be subject to a late fee or denial of use/permit. Checks will not be accepted less than 10 business days prior to the first date of reservation. The Monument Square fee is not refundable. The security deposit will be refunded approximately two weeks after the post-event review and if all rules and regulations have been observed, including the area being left in a clean condition without damage.

ELECTRONIC SIGNATURE OPTION

If you choose to submit this form electronically, please type your name on the signature lines in the sections below. Your typed name, along with the email message generated from electronic submittal of this form will be used as an electronic signature which is the legal equivalent to an actual signature.

SIGNATURE/ACKNOWLEDGEMENTS

The applicant hereby certifies that all of the information provided above is true and correct to the best of his/her knowledge & understands falsification of information may result in termination of use/permit and furthermore could result in denial of future use. Applicant also certifies he/she has read & understands the Monument Square policies & procedures.

The applicant hereby agrees to have and shall have an authorized adult representative in attendance at the event/gathering at all times the event/gathering is in progress, who shall supervise all persons upon the reserved premises to ensure that the event is conducted in a safe and orderly manner.

SIGNATURE OF APPLICANT

NAME OF APPLICANT (PLEASE PRINT)

DATE

SIGNATURE/HOLD HARMLESS

A) Applicant hereby covenants Not To Sue and agrees to Indemnify, defend, and hold harmless City, its departments, officers, agents, employees, &/or volunteers from and against any and all costs (no limitation), damages, expenses, attorneys fees, or liability for personal injuries, bodily injuries, death, or property damage, of any character and to any person or property, regardless of cause, arising out of the acts of or sustained by Applicant, its officers, employees, agents, volunteer workers, participants in said Event or frequenters of said area during the time specified in the application.

B) Applicant agrees to pay City for PRCS permits 10 business days prior to the first park use date and within 30 days following the date of invoice the cost of overtime expenses incurred by City for its assistance in the implementation of this event.

I have read this release and waiver of liability, fully understanding its terms, and understand that I have given up substantial rights by signing it. I realize I am not required to sign the Release. I freely choose either Option A or Option B.

A. Pay an extra \$50,000.00, and not sign the Release.

B. Pay nothing extra, and sign the Release of my own free will.

NAME OF APPLICANT (PLEASE PRINT)

TITLE OF APPLICANT (PLEASE PRINT)

SIGNATURE OF APPLICANT

DATE

If you are a Limited Liability Company, all partners must provide their signatures:

NAME OF PARTNER (PLEASE PRINT)

NAME OF PARTNER (PLEASE PRINT)

SIGNATURE OF PARTNER

DATE

SIGNATURE OF PARTNER

DATE

CITY OF RACINE CONTACT INFORMATION

Building Department
262.636.9464

City Clerk's Office
262.636.9171

Fire Department
262.635.7900

Health Department
262.636.9202

Police - Planning & Events
262.636.7722

PRCS
262.636.9131

Public Works
262.636.9121

Important Note: It is the responsibility of the applicant to notify all necessary City departments of their event. Notification requirements of each department vary, so it is suggested you contact each to discuss those requirement well in advance. Contact information is provided above.

Date Application Received: _____

DOCUMENTS RECEIVED:

- Certificate of Liability of Insurance (Required)
- Stage on Wheels Request Form (if requested - process separately)
- Layout Map/Route (as requested)
- Signs & Banners Request Form (if requested - process separately)
- Event Schedule (if applicable)
- Other _____
- 75% Business Owner Signatures (Mon. Sq. Rd. Closures only)

PERMIT FEES:

NOTE: Signs & Banners and Stage on Wheels require separate permit applications.

Administrative Fee Fee: _____

Amplified Sound Permit Fee: _____

Malt Beverage Consumption Permit Fee: _____

Other: _____ Fee: _____

DEPOSITS:

Deposit: \$300.00 _____

GRAND TOTAL OF FEES & DEPOSIT: _____

**Not to include Signs & Banners or Stage on Wheels*

STAFF NOTES: All Monument Square use requests be provided to the Administrative Assistant for handling.

If Monument Square Drive is to be closed down and the required signatures have been obtained, ensure the closure is reflected either in notes or in the reservation purpose to ensure it appears on the facility use reports. Also, notify Mike Willis via e-mail specifying Monument Square Drive closure, event name, date and times.

Fee is non-refundable.

Certificate of Liability of Insurance must accompany the completed paperwork and payment before the permit can be issued. The COI must have a minimum general aggregate of \$1M listing the City of Racine as additionally insured. See "Sample COI" located in the rental folder on the shared drive.

*****THIS PARK PERMIT IS ONLY VALID IF SIGNED BY AUTHORIZED PRCS STAFF AND IF ACCOMPANIED BY THE CORRESPONDING PAID RECEIPT*****

Park Permit Number: _____
Reservation Rcpt # / Deposit Rcpt #

Director of PRCS: Tom Molbeck

Date Park Permit Issued: _____

Park Permit Approved By: _____

PRCS STAFF SIGNATURE

POLICIES & PROCEDURES

The Monument Square public gathering space is available for scheduling of public programs and events. The Board of Parks, Recreation & Cultural Services ("the Board") shall make Monument Square available to the community to reserve for uses that will fulfill Monument Square's role as an essential community resource and gathering place. Programs scheduled for Monument Square property and facilities shall not be permitted to impede the regular delivery of service in the area. (e.g. vehicles that are loading or unloading may not block traffic, entry way, or sidewalks).

Permits to use Monument Square do not constitute City of Racine or the Parks, Recreation & Cultural Services department ("PRCS") endorsement of the policies, beliefs, or goals of the Sponsor, nor shall any advertisement or publicity indicate endorsement or sponsorship by the City or PRCS without prior approval of the Board or the City's Common Council.

The Board reserves the right to approve or deny each application for the use of its facilities under the standards of this policy.

The Director of PRCS shall implement procedures for the use of Monument Square property and facilities consistent with the approved policies and procedures. The Board may cancel any planned event or terminate an event when the Director of PRCS or the City determines that the use, or proposed use, endangers public health, safety or general welfare. Failure to observe regulations governing the use of Monument Square may result in denial of its use in the future.

1. Monument Square property and facilities are scheduled on a first-come, first served basis by the Board or its designee, the Director of PRCS.
2. PRCS activities and those that PRCS jointly sponsors with will have first priority in scheduling. Scheduling preference will then be given to applicants/organizations based in the City of Racine.
3. The Applicant will be charged any applicable music license fee(s) etc., unless satisfactory proof of the license(s) is provided.
4. Unless approved by the Board, use of Monument Square by an individual or organization on a reservation basis shall not exceed five events per year.
5. Established annual events on Monument Square in good standing with the City shall have first right of refusal when conflicting requests to use the site arise by submitting a completed application, Certificate of Insurance and full payment of fee & deposit within five business days of being notified of the conflicting request.

APPLICATION REQUIREMENTS:

1. Applications for use of Monument Square must be signed by the President or authorized officer of the sponsoring organization or business requesting use of the property and facilities. If Applicant is an individual, she/he must be an adult and must agree to be financially responsible for the event and Monument Square property and facilities.
2. Applications must identify the person, firm, partnership association, corporation, company, or organization, mailing address and telephone number as well as the name, address and telephone number of the contact person who shall be responsible for the event.
3. Applications for reservation of Monument Square for public gatherings must be submitted to PRCS in writing at least ten business days prior to event date with activities and events outlined in detail. Details shall include all components of the event such as type of event, activities included, expected attendance, staging, tent usage, entertainment, electricity, etc.
4. Applications for reservation of Monument Square for special public events must be submitted to PRCS in writing at least 45 days prior to event date with activities and events outlined in detail. Details shall include all components of events such as type of event, activities included, expected attendance, staging, tent usage, entertainment, electricity, etc.
5. The Applicant must pay all fees at the time application is submitted or no later than ten business days prior to the program/event.
6. The Applicant must agree to have and shall have an authorized adult representative in attendance at the event at all times the event is in progress, who shall supervise all persons upon the reserved premises to ensure that the event is conducted in a safe and orderly manner.
7. The Sponsor must agree to accept full responsibility for the property and facilities and to comply with all regulations governing their use. As a condition of the privilege to use such property and facilities, the undersigned business, organization, or individual(s), hereby agree(s) to indemnify, defend, covenant not to sue and holds harmless the City of Racine, its officers, departments, agents, employees and authorized volunteers from and against any and all claims, lawsuits, costs, damages and losses (no limitation), including attorneys' fees, to persons or property due to or arising from the use of the property and/or facilities under the permit applied for herein, and shall defend the City of Racine, its officers, departments, agents, employees and authorized volunteers from any and all suits and claims arising therefrom, except to the extent caused by acts of the City, its officers, agents, or employees. The person(s) signing the permit application has authority to sign on behalf of the business or organization and hereby accepts responsibility for payment of all charges for use of the property and/or facilities and for payment of all damages incurred to the property or facilities while the undersigned party has use of the property and facilities under the permit, and for all liability provided for herein.
8. The Applicant shall provide a Certificate of Insurance for events in accordance with PRCS policy no later than ten business days prior to the event.

9. The Applicant is liable for any damage done to the property and/or facilities or equipment resulting from the event.

10. The Applicant shall submit to PRCS \$300.00 as a security deposit, at the time of application or no later than ten business days prior to the event which shall be returned via check approximately two weeks following the event if there is no damage, clean-up is deemed satisfactory by PRCS and all policies and procedures were followed.

11. The Applicant shall pay an administrative fee of \$30.00 for processing each application for the use of Monument Square, to be paid upon application. Applicants who are not residents of the City or, is a business or organization, whose principal place of business is not in the City, will be required to pay an administrative fee of \$55.00 to be paid upon application. Administrative fees are non-refundable.

FACILITY USE REQUIREMENTS:

1. An applicant who intends to have fermented malt beverages served at the event must obtain a malt beverages permit through PRCS.

2. If fermented malt beverages are going to be sold at the event, the applicant must see to it the proper licensing through the City Clerk's office is also obtained.

3. Monument Square contains two 50 amp electrical services for servicing the scheduled events. Use of the electrical source will result in a charge to the Sponsor if PRCS services are required during the scheduled event or program.

4. The Applicant shall restore the premises to their original condition immediately after the program or event ends.

5. The Applicant shall bag and remove all trash.

6. The Applicant shall not use tent stakes, spray paint or any other permanent/semi-permanent spray or marking materials, attach any posters, stickers, signs, banners or materials to bricks, bollards, monuments, lights, electrical cabinets, benches, trash receptacles or parking meters, shall drag, roll, or move any items that may scratch, mark or damage the bricks on Monument Square.

7. The Applicant shall not charge admission fees for any event and Sponsor shall not close Monument Square off or restrict entrance to Monument Square.

8. The Applicant shall comply with guidelines and policies established by PRCS for the use of Monument Square.

9. The Applicant agrees to pay City personnel costs for events that require additional City services.

10. Reservation permits are non-transferable and sub-leasing is not permitted.

11. The Applicant is responsible for securing safety of its event, monitoring sound levels (City ordinance: maximum noise level of 85db) and managing crowd control (1 police officer or security personnel per 250 people recommended).

12. Set-up for gatherings and events may not begin before 7:00 a.m. and the Applicant shall clean and restore the site to the original condition not later than 11:00 p.m.

13. The Applicant agrees to cover area underneath vehicles and hydraulic equipment parked on Monument Square to protect against oil, fuel and fluid leaks.

14. Program publicity is the Applicants responsibility. Publicity may not begin until Monument Square has been reserved and the use permit has been received.

15. The Applicant may request closing Monument Square Drive by submitting the request to the Director of PRCS at the time the application is submitted. This requires the Applicant to notify the abutting property owners to be notified a minimum of 72 hours in advance. If the closing is approved, the Applicant will be required to compensate the City of loss of meter revenue and payment of other City costs associated with the closure. Sponsor must obtain meter bags from the Department of Public Works and is responsible for placement of those bags.

16. The Applicant may request closing public streets, lanes or sidewalks outside of Monument Square other than Monument Square, by submitting the request to the Mayor/Common Council for referral to the Public Works and Services Committee, and action by the Common Council. If the closing is approved, the Applicant will be required to comply with the conditions of street closing, including payment to the City for loss of meter revenue and payment of other City costs associated with the closure. The Applicant must notify PRCS upon approval of such street closures.