

**CITY OF MEQUON**  
**SPECIAL EVENTS AGREEMENT**

Articles of agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, hereinafter called the Renter, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City.

**RECITALS**

1. The Renter requests access to \_\_\_\_\_ Park (hereinafter called the Park) for \_\_\_\_\_ (hereinafter called the Event).
2. The Event qualifies as a Special Event, as defined in Chapter 54 of the City of Mequon Code of Ordinances.
3. The City's standard Rental Agreement and Fee do not sufficiently address the scale of the Event.
4. The City has identified certain responsibilities of the Renter necessary to use the Park for the Event.
5. Completed Agreement must be submitted no later than 60 days in advance of the Event.

**NOW, THEREFORE**, in consideration of these Recitals the mutual agreements, benefits and responsibilities outlined herein, the parties agree:

The Renter shall be required to:

1. Event Fee.
  - a. Based upon time of year, number of attendees and duration of the event, the Event Fee for the Date of the Event is \$ \_\_\_\_\_. The Event Fee is comprised of the following costs:
    - i. \_\_\_\_\_ Rental Fee (XX days @ \$\$/day)
    - ii. \_\_\_\_\_ Holding Tank Pumping (XX @ \$\$/each)
    - iii. \_\_\_\_\_ Field Usage Fee (XX days @ \$\$/day)
    - iv. \_\_\_\_\_ Janitorial Supplies (toilet paper and garbage bags)
    - v. \_\_\_\_\_ Emergency Services (i.e. Police Auxiliary or On Call Fire/EMS)
    - vi. \_\_\_\_\_ Security Deposit
  - b. An executed Special Events Agreement and one-half (1/2) of the Event Fee is required as a Deposit to secure the date of the event.
  - c. The balance of the fee is due no less than thirty (30) days prior to the Event.
2. Liability Insurance.
  - a. A copy of the Event Liability Insurance is due no less than thirty (30) days prior to the Event.
  - b. Any outside vendors must also provide a copy of Liability Insurance no less than ten (10) days prior to the Event.
  - c. If alcohol is served at the Event, the policy must include Liquor Liability coverage. This coverage should protect the Renter and the City against any alcohol-related accidents, as the Renter is ultimately liable for the safety of the guests.
  - d. The certificate of liability insurance or certificate of coverage must meet the following guidelines:
    - i. The certificate must name the City of Mequon as Additional Insured.
    - ii. The certificate must include the name and mailing address of the insured.

- iii. The certificate must name the Event for which the certificate is requested and specify date of that Event (This information should be included in the “description of operations/locations/...” section of the certificate).
- iv. The certificate must provide coverage under general liability, excess liability or a combination thereof totaling \$ 1,000,000. This coverage should be on a per occurrence basis.
- v. Evidence of premium payment must be attached to the certificate.
- e. This certificate should be forwarded to:

City of Mequon  
Attn: Parks Department  
11333 North Cedarburg Road  
Mequon, WI 53092-1930

- 3. Site Plan.
  - a. The Renter shall provide a site plan for the Event.
  - b. Site map shall specify the location, perimeter, route, and the locations of required facilities/amenities/services.
- 4. Portable Toilet and Hand Washing Facilities. For events where the number of attendees exceed the capacity of the Park bathroom facilities, the Renter shall supply \_\_\_\_ portable toilets and \_\_\_\_ hand washing facilities to supplement the Park facilities.
  - a. The City will determine whether temporary toilet facilities will be required.
  - b. Events over 250 attendees require portable toilets at a ratio of 2 toilets/500 attendees with at least 1 ADA unit.
  - c. The portable toilets shall arrive no earlier than the day prior to the Event and be removed from the Park no later than noon the day after the Event.
- 5. Dumpster. The Renter shall provide a \_\_\_\_ yard dumpster to collect all of the refuse generated by the Event. The Renter shall directly contract with the vendor to provide the dumpster. The dumpster shall arrive no earlier than the day prior to the Event and be removed from the Park no later than noon the day after the Event.
- 6. Restoration. If any damage occurs to the Park as a result of the Event, or if any repairs or replacements need to be made to the Park as a result of the Event’s use thereof under this Agreement, Renter shall pay the City for any such damage, repairs or replacements upon demand from the City.
- 7. Delivery and Storage. Limited storage is available upon request. Rental fees will be applied to any items stored within Park facilities which restrict the subsequent rental thereof or for any staff time required for deliveries beyond normal working hours. This also applies to items left post Event. Note: It is not the responsibility of the City to ensure that pick-ups or deliveries are scheduled and executed.
- 8. Entry and Exit. Renter agrees that City staff may enter and exit premises during the course of the Event. A representative of the City may be checking periodically with the responsible parties to insure everything is operating correctly.
- 9. Lost and Found. The City takes no responsibility for personal effects and possessions left on premises during or after any Event.
- 10. Attendee conduct. Renter is responsible for attendee conduct.
- 11. No glass containers. For the safety of Event attendees and future public Park users, glass containers are prohibited.

12. Recycling. Under Chapter 66, Article II of the City ordinances, recycling of applicable materials is mandatory. The Renter shall provide both recycling containers and proper recycling of disposed materials generated by the Event.
13. Emergency Services.
  - a. Prior to execution of this Agreement, the Renter shall coordinate with the Mequon Police Chief and Fire Chief to determine if additional emergency services are required to secure the Event.
  - b. The City, at its sole discretion, may mandate that additional security personnel are assigned to the Event, which may involve additional fees over and above the Rental Fee.
14. Renter shall not advertise the Event until it has received an executed copy of this Agreement.

The City shall be required to:

1. Provide a clean facility. The Park will be in a clean condition prior to the Event. By noon on the day following the Event, the Renter is required to return the space to the same clean condition in which it was found. All rental equipment must be removed immediately following the Event.
2. Provide toilet paper and refuse container liners based upon the anticipated number of attendees. Cost of supplies will be based upon actual use. The cost of the supplies will be charged against the security deposit prior to release.
3. Document existing conditions. Prior to the Event, City staff shall document the existing conditions of the Park, including any existing damage or maintenance items. A copy of that documentation shall be provided to the Renter. This documentation shall serve as the baseline for restoration and repair requirements post-Event.
4. Provide maintenance. Maintenance items that effect the Event shall be addressed by the City no later than 24 hours prior to the event.

The Event shall adhere to the following terms and conditions:

1. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
2. Date of the Event.
  - a. Restrict the activities of the Event to \_\_\_\_\_, 20\_\_.
  - b. Preparation may occur starting no earlier than noon on the day prior to the Event. Any additional preparation required shall be defined and outlined in this Agreement.
  - c. Clean up shall be complete no later than noon on the day after the Event. Any additional clean up required shall be defined and outlined in this Agreement.
  - d. It is anticipated that this Event will be recurring. Subject to the terms and conditions as outlined in this Agreement, future dates reserved for the Event are the \_\_\_\_\_ (i.e. third Saturday) of \_\_\_\_\_ (month).
3. Number of Attendees. The Renter estimates that the daily attendance for the Event will be \_\_\_\_\_ guests.
4. Preparation. To the extent that preparation, including but not limited to deliveries, material and equipment storage, Event setup and general readying consume the Park facility and restrict its subsequent rental, the preparation shall be included in the Rental Fee.
5. Clean Up. To the extent that clean up, including but not limited to the removal of material and equipment, including portable toilets and dumpsters consume the Park facility and restrict its subsequent rental, the preparation shall be included in the Rental Fee. All property remaining on the premises beyond the end of the Agreement will be charged at the daily rental rate.

6. Restoration. After the Event, the City will complete a walk through of the Park prior to releasing the security deposit. Any repairs or damage identified by City Staff shall be addressed immediately, or no less than three days after the Event. Restoration can and may include repairs to parking lot and building facilities, repair of turf damage (either with sod or seeding) and other issues not attributed to general Park use.
7. Hours.
  - a. Duration of the Event. Not including preparation and cleanup, the Event shall occur on the dates listed above between the hours of \_\_\_\_\_ and \_\_\_\_\_.
  - b. Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours.
  - c. Event Hours shall be limited to between sunrise and sunset, unless otherwise indicated in this section.
  - d. Approval for deliveries or other low noise operations associated with the event shall be approved by the Parks and Forestry Superintendent.
8. Parking Restrictions (Mequon Ordinance Sec. 54-23(6)). No person in a park shall:
  - a. Designated areas. Park a vehicle in other than an established or designated parking area and such use shall be in accordance with the posted directions thereat and with the instructions of any attendant who may be present.
  - b. Roads and driveways. Park on a road or driveway in violation of posted regulations of the board. No stopping or parking is permitted even briefly on the left-hand side of any road or driveway.
  - c. Night parking. Leave a vehicle standing or parked at night without lights clearly visible for a least 100 feet from front and rear on any driveway or road area except legally established parking areas.
  - d. Double-parking. Double-park any vehicle on any road or parkway unless directed by a park official.
9. Alcoholic beverages. Use and sale of alcoholic beverages regulated.
  - a. Any person wishing to sell fermented malt beverages or wine coolers may do so only in designated areas, and then only with the permission of the Park and Open Space Board and by obtaining a temporary class B/class B retailers license from the city clerk.
  - b. Renter may not serve alcohol to minors on the premises at any time.
  - c. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner.
10. No Smoking Facilities. There is no smoking permitted in any Park facility. The Renter shall be responsible for making the requirement clear to Event attendees, and enforcing the policy at the Event.
11. Noise. All sound must be kept at an acceptable level according to City ordinances.
12. Tents. Tents must be anchored by sand bags or other weights.
13. Vendors. The Renter is responsible to ensure that all vendors have the appropriate City, Ozaukee County and state permits or licenses in place prior to the Event.
14. Fireworks and explosive. No person in a park shall bring or have in their possession or set off or otherwise cause to explode or discharge or burn any explosives or any fireworks.
15. Inclement Weather. The Renter shall register the Event with the National Weather Service. The Renter, Park Staff and Mequon Police and Fire Departments shall all communicate prior to the Event, and specifically 24 hours prior to the Event, to discuss and address any concerns regarding pending inclement weather.

- a. Winter Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule the Event.
    - i. Cold Weather. Combination of wind and/or temperature that is 25 degrees below zero or colder (This information can be obtained from local weather channels, radio, or weather related internet sites).
    - ii. Icy or Sleety Weather Conditions. When the National Weather Service has issued travel warnings.
    - iii. Blizzard or Other Snow Fall Conditions.
      - 1. When the National Weather Service has issued local travel warnings.
      - 2. When visibility for road travel is severely limited.
  - b. Summer Weather Events. When the following weather conditions exist the City may (at their discretion) cancel, postpone, or reschedule any indoor or outdoor department organized recreational activity.
    - i. Extreme Heat / Humidity. When the National Weather Service has issued extreme heat / humidity warning. A warning will be issued if there is a heat index of at least 105°F but less than 115°F for a period of 3 hours or more per day or if nighttime low temperatures are above 80°F for 2 consecutive days.
    - ii. Lightning / Severe Thunderstorms. When the National Weather Service has issued a severe thunderstorm warning for the area.
    - iii. Tornados. When the National Weather Service has issued a tornado warning for the area.
16. Cancellation. The City has the sole discretion to cancel the Event if concerns regarding the health and safety of Event attendees cannot be properly addressed. Examples of cause of cancellation include installation of unsafe equipment or amusement rides, improper licensing of vending, inclement weather that would effect safety of persons or Park infrastructure and failure to meet the terms of this Agreement.
17. Deposit is non-refundable. No refunds of the Event Fee will be refunded or issued within thirty (30) days of the Event.
18. City, County, State and Federal Laws. Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, and there are no exceptions. The City of Mequon Police Department reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated or under the influence of alcohol or drugs, or who shall, in any manner, do or participate in any act jeopardizing the rights, use permit, or the safety of staff, guests, or facility contents.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

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Name, Title  
Agency

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Michael Gies, Parks and Forestry Superintendent  
City of Mequon

Approved as to Form:

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Brian C. Sajdak  
Mequon City Attorney