

SPECIAL EVENT IN MANDT PARK

City of Stoughton Parks and Recreation

Version
10-17-06

Event Information

Name of Event _____

Charitable Event? No Yes, Proceeds donated to _____

Event Category Run/Walk Athletic Tournament Concert Festival Other _____

Date of Event _____

Rain Date _____

Have you held an event at Mandt Park before? No Yes

Expected Attendance _____

Alcohol Sales No Yes

Food/Beverage Sales No Yes

Amplification No Yes

Dumpster Needed No Yes

Electric/Water Usage No Yes

Shelter Needed No Yes

Mandt Center Needed No Yes

Mandt Center Restrooms No Yes

Grandstand No Yes

Digging Needed (fence stakes, tents etc.) No Yes

Time of Event

Set-up _____

Event Starts _____

Event Ends _____

Take-down _____

Does this require time in the park the day before your event? No Yes

Event Organizer Information

Name of Group _____

Group Contact Name _____

Address _____

City/State/Zip _____

Work Phone _____ Home Phone _____ Cell Phone _____

Fax _____ E-mail _____

Is Host Organization a 501(c)-3? No Yes, #ES - _____

Special Event Fees

Special Event Fees

	Non Profit Fees Resident	Non Profit Non-resident	For Profit
Programmed Event Scheduling Fee:	\$100	\$150	\$200
Nonresident Surcharge	None	\$40	\$40
Dumpster Fee (Event organizer fills dumpster)	\$200	\$200	\$200
Cleanup Dep. - (Refundable) (>250 attendees)	\$250	\$250	\$250
Cleanup Dep. - (Refundable) (250-499)	\$500	\$500	\$500
Cleanup Dep. - (Refundable) (500-999)	\$750	\$750	\$750
Cleanup Dep. - (Refundable) (1000+)	\$1,000	\$1000	\$1000
Labor Charge/per hour	\$50 per hour	same	same
Damage or loss of property	Fees to be calculated	same	same

Permit Fees

Food Regulation (p. 10)	\$15	\$15	\$15
Soda, Water, Beverage (p. 10)	\$10	\$10	\$10
Temporary Class "B" Picnic Beer/Wine License	\$10	\$10	\$10
Beer Selling Charge (up to 1000)	No Charge	\$50	\$100
Beer Selling Charge (1001 and more)	No Charge	\$100	\$200

Facility Fees

Grandstand or Grounds (Jr. Fair Exempt)	No Charge	\$400+10%gate	\$550+10%gate
Ball Field Lights	\$25/hour	same	same
Electric Charges	Use + \$50 Meter Fee	same	same
Water Charges	Use + \$50 Meter Fee	same	same

GENERAL INFORMATION

All Special Events held in Stoughton Parks require the approval of the Stoughton Parks and Recreation Department. Special Events are defined as events that include selling alcohol, vending, a run/walk component, fireworks, and/or the attendance is expected to exceed 200 people. Please include a one page description of the event with this application. The packet and description will be reviewed by the Stoughton Parks and Recreation Director and any applicable city committees. We recommend submitting your application a minimum of 45-60 days in advance to assure time for review and approval of your event. Also, keep in mind that you must have approval to use the park before you can begin marketing your event.

As the Event Organizer, it is your responsibility to research appropriate dates for your event. The Stoughton Recreation Department encourages you to check the event schedules of the large annual events to check for scheduling conflicts. See www.stoughtonwi.com/ (Community Calendar) for scheduled community events. We also recommend checking the Packer and Badger schedules and Stoughton School events calendar.

Special Event Fees

Attached on page 2 of this document are the current fees associated with special events in the Stoughton Parks. These fees include park rental, equipment rental, deposits, and late fees. (Other permit fees may apply.) All special events, for-profit and non-profit alike, are required to pay the fees associated with putting on a special event.

- No individual, group, or organization shall be granted permission to hold an event in a park if there is any unpaid balance from a previous event.
- Cancellation of any event, for any reason, shall result in charges for actual services, labor and materials provided as well as 20% of the scheduling fee.
- The fees are included in the packet to assist with your budget planning. City Staff will determine the fees for your particular event.

Park Hours

All Stoughton Parks close at 10 p.m. The park hours are established and regulated in accordance with the City of Stoughton Code of Ordinances. What this means for your special event is that all of the clean up of the event must be completed by 10 p.m.

Requests for extended hours will require administrative review and must be submitted no later than 30 days prior to the reservation date.

Parking, Security, Medical Needs, and Accessibility

As an Event Organizer, you are required to provide a safe and secure environment for your event. This is accomplished through sound planning. We require all special events to have a plan, which covers parking, security, medical needs and handicapped accessibility. The plan description should include, but is not limited to the hiring of private security companies and licensed professional emergency medical services, crowd control, venue safety, communication plan in case of an emergency, site and route descriptions, etc. The plan may be subject to review by City of Stoughton Police and Fire Departments who may make additional recommendations.

As the event organizer, you are responsible for informing all participants, volunteers, attendees, and vendors of the parking and other regulations. Parking at events will not impede access to facilities for emergencies.

Remember to structure activities to ensure that they are barrier-free and offer equal opportunities for accessibility by persons who are disabled. When using the grandstand or other facilities, remember to keep aisles and exits open and observe capacity limits.

Event Set-up and Takedown

As the Event Organizer it is your responsibility to make proper arrangements for set-up and clean up of your event. This includes making proper reservations of the park and park shelter, and sufficient event staff and volunteers to set up, clean up and safeguard the park and the park property during your event. The Event Organizer is responsible for trash removal. Dumpster rental information appears on page 8 of this packet. Some events will be required to pay a damage deposit. It is also your responsibility as the Event Organizer to reserve the appropriate park shelter. Submission of this Special Events packet or holding the event during the previous year does not guarantee your event the use of the park.

Permits

The Event Organizer is responsible for obtaining all permits that the City of Stoughton requires for special events. You must include all pertinent information before staff will review this application. Permits, applications and regulations are attached to this packet.

Other City/County/State Requirements

As the Event Organizer, it is your responsibility to contact the following departments or sections concerning specific requirements of your event. Not all of these will be pertinent to your event.

- Diggers Hotline (800-242-8511) must be contacted, whenever erecting a tent or structure on parkland involves any excavation.
- Dane County Public Health for temporary restaurant guidelines and inspection requirements if serving food. (242-6511)

Conditions and Operations for a Beer Garden/Sales in a City Park

The Event Organizer must obtain:

1. **Temporary Class "B" (picnic) Beer/Wine License (application available in the City Clerk's Office)**

2. Abide by all of the following regulations.

φ Each sponsoring organization shall have its beer garden area specifically delineated by a fence for selling, serving and consumption of beer. The fence shall completely enclose the area except for space for ingress and egress. A paid security staff person will check the identification of all persons entering the beer garden area.

φ The enclosing fence shall be two four-foot-high fences placed at least seventy-two (72) inches apart. The fence shall be snow fencing or an equally impenetrable material.

φ One or more paid security guards shall be on duty at all times during the operation of the area to prevent entry of minors or intoxicated people into the area and to prevent beer from being carried out or passed out of the area. The Police Department is authorized to require additional security based on past experience or special concerns about the event.

φ Limit the sale of beer and wine coolers to two per customer, at one time. Beer vendors must stop serving one half hour before the end of the event. Vendors must stop sale of "beer tickets", one hour before the end of the event.

φ Toilet Facilities: At least one portable toilet for men, one for women, and one handicapped-accessible unit shall be provided at each location.

φ No Glass Containers allowed in the park

φ Have only one exit/entrance to the serving area.

φ Each organization shall provide a reasonable number of signs indicating that drinking alcoholic beverages is prohibited on city streets and public ways, and that City Ordinances prohibit carrying out open containers containing alcohol from designated areas.

φ No person under the age of twenty-one shall be in the area where alcohol is served.

φ At least one City of Stoughton licensed bartender shall be present at each outdoor area during all times of operation. Temporary operator's (bartender) application's are available from the City Clerk's office.

INFORMATION FOR THOSE SEEKING A TEMPORARY CLASS "B" FERMENTED MALT BEVERAGE OR TEMPORARY "CLASS B" WINE LICENSE

Eligibility:

A temporary Class "B" (picnic) beer license and a temporary "Class B" (picnic) wine license may be issued only to "bona fide" clubs, fair associations or agricultural societies, churches, lodges or societies that have been in existence for at least six months and to veterans' organizations. ss125.26(6) and 125.51(10)

The dictionary defines "bona fide" as authentic, genuine, done or made in good faith, without deception or fraud. "Club" is defined as a group of people organized for a common purpose, especially a group that meets regularly.

If a municipal official has a question about whether an application qualifies as bona fide and has been in existence for at least six months, the official should request the following written documentation:

- Confirmation that the organization has been in existence for at least six months prior to the date of application.
- A list of the officers.
- A copy of the bylaws or purpose for organization.
- Information about the holding of regular meetings.

An individual, partnership, or business corporation is not eligible for a picnic license.

Allowable sales or service:

The temporary Class "B" beer license authorizes the sale or service of fermented malt beverages (e.g. beer and wine coolers with a fermented malt base). The temporary "Class B" wine license authorizes the sale or service of wine. A licensee must hold both licenses to sell beer and wine at the same event.

Limitation on the number of picnic licenses which may be issued to the same organization:

There is no limit on the number of temporary Class "B" beer licenses that may be issued to an eligible organization in a calendar year. However, not more than two temporary "Class B" wine licenses may be issued to an eligible organization in any 12-month period. ss125.51(10)

Fee:

The fee for a temporary Class "B" beer license and/or "Class B" wine license is \$10.

Additional requirements:

The premise and all those serving alcohol must be under the immediate supervision of at least one person who has an operator's license. Temporary Operator's licenses are available from the Clerk's Office. These are available only to those employed by or donating their services to nonprofit corporations. A person is limited to only one such license in a year and the license is valid for any period from one to 14 days. The fee is \$10.

Review Process:

After the completed application is filed with the City Clerk's office, the Chief of Police will review, run record checks and make a recommendation to approve or deny. The application will then be reviewed by the Public Safety Committee at their next meeting and be forwarded to Council for a final decision to approve or deny. The Public Safety Committee meets only once per month and Council meets 2 weeks after that meeting, so the approval process can take 6 or 7 weeks. Please keep this in mind when planning your event.

Certificate of Insurance

Please note that the City of Stoughton requires a "Certificate of Insurance" from you or your parent organization's insurance company. The Event Organizer shall submit a general liability insurance policy certificate in the amount of \$1,000,000 naming the City of Stoughton as an additional insured party. The City of Stoughton Recreation Department must receive this certificate 30 days prior to the event date. This official certificate may be mailed or faxed.

Yes, Event Organizer will be submitting Certificate of Insurance

Parking Plan

As an event organizer, it is important that you plan for safe arrival, departure and parking of the event attendees, participants and vendors. The Parks staff does monitor and ticket illegally parked vehicles at the events. As the event organizer, you are responsible for informing all participants, volunteers, attendees, and vendors of the parking regulations. If your parking plan includes using neighborhood streets or neighboring businesses, churches, etc, you will need to include the approval of such agreements in this parking plan. See the Parks and Recreation Department for Mandt Park parking plan.

Security and Medical Plan

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through sound planning. If your event will have over 200 attendees, you must submit a security and medical plan for your event. This description should include, but is not limited to the hiring of private security companies and licensed professional emergency medical services, crowd control, venue safety, communication plan in case of an emergency, etc.

Site & Route Plan

To ensure proper review of your event, please attach a site and route plan (if applicable).

Site and route plans should include, but are not limited to, the following information: location of tents, stages, fencing, vendors, portable toilets, beer gardens, dumpsters, placement of vehicles, exit location for outdoor events that are fenced, clear signage, accessible paths for wheelchairs as well as ample disabled parking and any other related event components not listed above.

Your site plan will also include the areas within the requested park you will need for the event: including the parking lot, shelter, band shell, grandstand and any other specific park features.

If your event includes a run/walk component you will need to contact the Stoughton Police Department for route approval.

Electrical Usage

Any event needing electrical will meet with the Parks Maintenance Supervisor (873-6746) to go over the needs and capabilities of the park. This should be done before signing this agreement.

Calendar of Events

The Stoughton Chamber of Commerce maintains a calendar of upcoming special events in the City of Stoughton at www.stoughtonwi.com. Check for competing activities before choosing your date. If approved, your event will be added to the internet calendar if all of the permits and applications are approved. If this section is not filled out, we will assume you do not want to be included on the calendars.

Official Name of Event _____
Park Location _____
Public contact phone _____ Website _____
Admission Cost _____
Date of event _____ Beginning/End time of event _____
Two sentence description of event (for internet calendar) _____

Mandt Community Center Usage

The Mandt Community Center is a privately owned arena that sits within the borders of Mandt Park. The facility is available for rental or restroom usage by contacting the Mandt Community Manager at 873-7528.

Equipment Rental

To assist with your special event, the Stoughton Recreation Department rents some equipment for use by the Event Organization. The location of this equipment must be noted on the site and route plan you have attached to this application. The Event Organizer must have the ability to pick up and return all equipment.

Rented from Stoughton Junior Fair Board, but picked up by Event Organizer

- Trash Barrels = \$5 per barrel per day
- Snow Fencing & Stakes = \$10 per roll/w 4 fence stakes per day
- Stage = \$500 per day
- Public address system = \$500 plus deposit for microphone

Rented from Stoughton Parks

- Electrical pods = \$50 fee for each (\$1000 deposit)

Rented from Private Vendors

- Portable toilets (Possible Vendors: Stoughton Lumber 873-4141, Bucky's Portable Restrooms 271-1291)

Vendor Name _____ How many? _____

Date of drop off _____ Date of removal _____

(Please note dates must be pre-approved by Parks Maintenance Supervisor.)

- Dumpster from Waste Management 273-2500 (approximately \$200)

Application Signature

The person/group named in this application will be responsible for the conduct of the group and for the condition of the reserved park area. This permit is subject to all Municipal Ordinances as defined by the City of Stoughton. The applicant agrees that during the use of 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, creed, national origin or handicap.

The applicant for her/himself, and for other persons, organizations, firms and corporation, if any listed in this application, does hereby contract to agree that he/she (and they) will jointly and severally indemnify and hold the City of Stoughton harmless against liability for any and all claims for damages to property, injury to or death of person or persons arising out of or resulting from the negligence of the applicant.

Permit holders shall submit a general liability insurance policy certificate in the amount of \$1,000,000 naming the City of Stoughton as an additional insured party.

The applicant has read the Special Events Explanation packet. The applicant has completed all of the appropriate permit applications for this event.

The organization may be required to submit a budgetary statement planned for the implementation of this event. This requirement is necessary before a special event permit will be considered or issued to the sponsors.

Applicant Signature

Date

CITY OF STOUGHTON
PARK RESERVATION POLICY/PROCEDURE MANUAL

Adopted by Council: April 8, 2014

RESERVATIONS

Anyone desiring use of a specific park area for their particular group or anyone who wants to bring beer and/or wine coolers under 6% alcohol by volume (no hard liquor allowed) into a public park must apply for and obtain a Park Reservation Permit. Applications are accepted starting on the first work day of the year following New Year's Day. Park facilities are reserved on a first-requested, first-reserved basis. A request must become a reserve within 7 days. A reserve consists of a signed contract and paid fees. The adult signing the reservation form is the duly authorized representative for any and all damages, missing items and clean up. The user is required to clean up the shelter or picnic area after use.

Parks available for reservation are Norse Park, East Park, Bjoin Park, Virgin Lake Park, Stoughton Rotary Park, Westview Ridge Park and Mandt Park.

FEES AND RESIDENCY

In addition to the rental fee, a \$25 deposit is required for each rental (to be paid with a separate check). This check will be held in the Parks and Recreation Department office and returned by mail within a week of the rental if no damage was done and the park area was cleaned up. Fees are based on residency. A resident is defined as any person residing or organization located within the corporate limits of the City of Stoughton as well as property owners within. Individuals and/or organizations within the Stoughton School District, but not within the corporate city limits, are considered non-residents and pay non-resident rates.

Exemption(s) from park rental fees are provided for the Syttende Mai Festival, Coffee Break Festival, Stoughton Schools, Stoughton Rotary Club at the Rotary Gazebo, and the Stoughton Junior Fair. No other exemptions will be allowed.

PARK HOURS

Except for authorized events, all City parks shall be closed from 10:00 p.m. to 5:00 a.m.

MOTORIZED VEHICLES

Motor vehicles are restricted to the roads, drives and parking areas. Vehicles are allowed to drop off people and picnic supplies at park shelters, when conditions are appropriate; however, all vehicles must be parked on the street or in designated parking areas. No person shall operate any off-the-road vehicle, motorcycle, snowmobile, trail bike, all-terrain vehicle, truck or other motorized vehicle in any park, playground, or public area.

ALCOHOL USE

Glass beverage bottles are prohibited in parks. This park permit will allow consumption of beer and/or wine coolers under 6% alcohol by volume (no hard liquor allowed). Usage of beer/wine coolers shall be kept to within 30 feet of a reserved shelter (within reserved shelter time), within the marked usage areas at Racetrack Park and Mandt Park (Attachment "C"), and inside the sidewalk where applicable.

If beer, or wine coolers under 6% alcohol by volume are to be sold (Mandt Park, Norse Park, and Racetrack Park only), a Temporary Class "B" Picnic license must be obtained from the City Clerk's Office, per guidelines set forth in Chapter 125 of the Wis. Statutes, and city code 14.461 (1)O, as well as fees paid for the license and to the Recreation Dept. Temporary Class "B" licenses can take from 45-60 days to be processed. These licenses will only be granted to bona fide clubs, lodges, societies and churches which have been in existence for at least six months, or be veteran's organizations or fair associations.

FIRES

No person shall start, tend or maintain a fire except in personal grills or designated fireplaces. Personal grills shall be used only in designated picnic areas. The use of personal grills is permitted provided lawns and vegetation are not endangered.

PHONE NUMBERS: For emergency – Police, Fire and Ambulance call 911
Non-emergency – Police call (608) 873-3373
Reservation questions -- Parks and Recreation 873-6746

PROCEDURES

1. Applicant for a park permit requests a particular date and park area. The schedule is checked to verify availability. If available, an application form (attachment "A", back page) is filled out in its entirety, particularly noting the person in charge and his/her telephone number and address, and where the deposit should be returned.

2. The applicant is advised of the appropriate fee as shown on Attachment "B". The fee must be paid at the time of application. A \$25 deposit, to be paid with a separate check, will be required for each rental. The deposit will be returned to the renter within one week after the rental if it has been determined by the staff that the premises have been cleaned and restored to its original condition.

3. The use of loudspeakers or amplifying devices in the parks of the City of Stoughton is prohibited unless the party desiring to use such loudspeaker or amplifying device first obtains a permit from the Recreation Department.

4. Upon payment of fee and deposit, three (3) copies of the completed application form are made. The original copy of the reservation is given to the applicant, along with a map (Attachment "C") showing the park area reserved. The applicant is advised to have the reservation slip, as well as the Temporary Class "B" license, if selling beer and/or wine coolers under 6% alcohol by volume, with them at the park on the day of picnic.

One copy of the reservation is given to the Police Department; one is kept in the Parks and Recreation Department file, and one to the Parks Maintenance Supervisor.

5. A refund can be made to applicants requesting such a refund, when the event was cancelled due to rain-out, or if the park reservation is cancelled by the applicant giving such notice to the Recreation Dept. at least 2 days prior to the date reserved. The fee paid for a Temporary Class "B" license is not refundable. All refunds are subject to an administrative processing fee of five dollars.

6. Deposits will be returned in their entirety if the grounds near the shelter are clean, the tables are wiped off, rest rooms are as they were found, doors locked, lights out, and keys returned. The parks maintenance staff will check the shelter for these items on the following day. If the City's costs of cleanup or repair of damages exceeds the deposit amount, the applicant shall be responsible for reimbursement to the City for those costs.

**CITY OF STOUGHTON
POLICY/PROCEDURE MANUAL**

SUBJECT: FEE POLICY

PARK SHELTER	<u>CITY RESIDENT</u>	<u>NON-RESIDENT*</u>
Park Shelter	\$30	\$50
Beer/Wine Cooler Endorsement	\$10	\$10
Deposit	\$25	\$25
Extra Tables (each)	\$10	\$10
BALLFIELDS (per hour)		
Ball Field	\$10	\$15
Ball Field-lights	\$15	\$20
OTHER (per hour)		
Racetrack Building	\$10	\$15
Mandt Grandstand	\$50	\$75
Tennis Court	\$10	\$15
Basketball Court	\$10	\$15
Equipment-Picnic Table	\$10	\$10

Includes Sales Tax

*Non-resident includes anyone not living or owning property in the City of Stoughton
Non profit organizations will be charged a flat fee per the Park Rental agreement.

Approved alcohol use and sales in Mandt Park are allowed in the following areas and times:

1. Within 30 feet of the large shelter during reservations.
2. Within the defined area at the band shell
3. Within 30 feet of, as well as within the grandstand, and the area between the grandstand and the Mandt Community Center.
4. No later than 10 PM.
5. Unless additional approvals are granted by the City Council.

Approved alcohol use and sales in Racetrack Park are allowed in following areas and times:

1. Within 50 feet of fencing currently used for eligible game.
2. Within 20 feet of Racetrack Building.
3. After 15 minutes of completion of Little League.
4. Within 15 minutes of, or 15 minutes after game start and finish times.
5. No later than 10 PM
6. Unless additional approvals are granted by the City Council.

Approved alcohol use and sales in Norse Park are allowed in the following area and times:

1. Within 50 feet of the baseball diamond fencing.
2. Only during Merchant Home Talent baseball games on Thursdays and Sundays from April through October.
3. Unless additional approvals are granted by the City Council.

Approved alcohol use in Rotary Park are allowed in the following areas and times:

1. Within the area in the included map below.
2. Only during scheduled Gazebo Musikk events (5:45-7:45 PM)





**TOUGHTON PARKS AND RECREATION DEPARTMENT
PARKS AND FACILITY RESERVATION AGREEMENT**

Attachment "A"

**321 S. Fourth St.
Stoughton WI 53589
Phone (608) 873-6746
tlynch@ci.stoughton.wi.us**

Applicant: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: Home: _____ **Work:** _____ **Cell:** _____ **Email:** _____

Organization: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Type of Event: _____ **# of participants anticipated:** _____

PARK _____ **DATE (S)** _____ **TIME (0:00-0:00)** _____

- **Beer Use?** No _____ Yes _____ *If yes, refer to "Attachment B".*
- **Amplification?** No _____ Yes _____ *Allowed at Mandt Park and the Pool*
- **Tents?** No _____ Yes _____ *If yes, Size _____ Number _____*
- **Special Event?** No _____ Yes _____ *Excess of 250 people, contact Parks and Recreation Director for additional information.*

The undersigned accepts full responsibility for the conduct of the above group while on park property and agrees to indemnify and save harmless the City of Stoughton from any and all liability which might be occasioned to said City by virtue of granting permission in this agreement. I further agree to exercise due care in the preservation of the premises. I further agree that I will ensure compliance with all rules, regulations or ordinances applicable to the use of City of Stoughton parks and facilities.

Signature _____ **Date** _____

(Applicant must be 21 years of age or older)

IMPORTANT: A KEY SHOULD BE PICKED UP AT THE RECREATION DEPARTMENT A FEW DAYS PRECEEDING THE RESERVATION, TO GAIN ACCESS TO BJOIN, VIRGIN LAKE, AND NORSE PARKS.

FOR OFFICE USE ONLY

Fee: _____ **Deposit:** _____

Insurance Required: No _____ **Yes** _____ **Amount: \$** _____

Department Approval _____ **Date** _____

PARK RENTAL AGREEMENT

THIS AGREEMENT, made on _____, 201__, by and between the City of Stoughton, a municipal corporation of Dane County, Wisconsin, hereinafter referred to as the City, and _____ (an individual whose address is _____, a corporation organized and existing under the laws of the state of Wisconsin whose address is _____), hereinafter referred to as Applicant, as follows:

WHEREAS, the City owns, operates and maintains certain facilities for athletic contests, entertainments, exhibitions, theatrical productions, concerts and other public performances, including the facility which is generally known as _____ Park, and hereinafter referred to as the Park; and

WHEREAS, section 19.02(10) of the Stoughton Municipal Code, prohibits use of a public park or other public property for financial gain without prior consent to the City; and

WHEREAS, the Applicant desires to use a portion of the Park for an event which may result in financial gain and the City desires to provide approval for said event;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties mutually agree as follows:

1. The City does grant permission to the Applicant to use a portion of the Park as described on the attached exhibit on the following dates and times and for the following purpose:
2. The Applicant may charge admission to the portion of the Park (Racetrack Park excluded) described on the attached exhibit for the specified times and purpose, but may not otherwise restrict access of the public to the Park.
3. Upon the completion of the events described, the Applicant shall leave the Park grounds in the same condition as they were found, excepting normal wear and tear. The Applicant shall be responsible for collecting and removing any equipment and trash attributable to the event or any spectators. The Applicant shall not construct any permanent staging on the Park premises. The Applicant shall also abide by any rules or regulations for use of the Park in general and any specific conditions imposed for the event by the Parks and Recreation Director, and said conditions may require payment of a security deposit to ensure compliance with this agreement.
4. The Applicant agrees to pay to the Stoughton Parks and Recreation Department % of the gross receipts of all ticket sales for the events described above. The City reserves the right to audit receipts of the Applicant to verify compliance with this paragraph. Immediately upon the Applicant's receipt of monies from admissions or ticket sales, the percentage of monies belonging to the City as provided in this section shall immediately become invested in and become property of the City and the Applicant shall be responsible for such monies until the same is delivered to the City.

OR

The Applicant agrees to pay to the City the following amount which shall be paid to the Stoughton Parks and Recreation Department within ten days of the execution of this agreement or the Applicant shall forfeit all rights granted under this agreement:

- \$ _____ Nonprofit Organization
- \$ _____ Individual
- \$ _____ Other For-profit Entity or Organization

5. The Applicant shall be responsible for obtaining all city, county, state or federal permits and/or licenses required for the activities in which Applicant is engaged, and shall pay all license fees and taxes that may be imposed by any city, state, or federal authority. The fees and taxes shall not be deductible from any fees due the City under this agreement.

6. The Applicant agrees to indemnify and hold harmless the City from all suits, claims, damages and actions of any kind or nature arising directly or indirectly on the part of the Applicant, its agents, servants, employees, contractors, and suppliers, out of its operations under this agreement.

7. Liability Insurance: The Applicant shall at its own expense provide such public liability insurance as will protect the Applicant and the City from all claims for damages to property and persons, including death, and particularly the use of products, giving cause for claims or damages, which may arise from the operation of the business conducted under this agreement or anyone directly or indirectly employed by the Applicant. All policies shall be subject to the approval of the City's risk manager for adequacy, form of protection, and company, and shall conform to the City's insurance requirements, a copy of which is attached.

8. The Applicant shall not assign or transfer its rights and privileges granted under this agreement, either in whole or in part, without first obtaining the written consent of the City.

9. Additional provisions:

IN WITNESSETH WHEREAS, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF STOUGHTON

Date: _____ By _____

Date: _____ By _____

APPLICANT

Date: _____ By _____

Date: _____ By _____