

Town of Brookfield Park & Rec Dept.

645 N. Janacek Rd.
Brookfield, WI 53045-6052

(262) 796-3781 Fax: (262) 796-0339
parkrec@townofbrookfield.com
www.townofbrookfield.com



Park Permit

Park _____ Use drop down box in web Event Day/Date _____

Group Name _____ Arrive/Leave Times _____

Event Chairperson _____ Home Phone _____

Address _____ City/State/Zip _____

Work Phone _____ Activity Planned _____

Estimated Attendance _____ Date of Application _____

Click or
tab in
boxes to
select -
Fill out
online!

Sound Systems: NOTE: The Town Noise Ordinance must be complied with. Check with Police Dept. for specifics.

Please indicate if the following will be used (explain, if necessary):

Amplified Sound/Speaker System Live Music

Recorded Music Public Address System

Sanitation/Trash: Clean up of the event immediately following event, including trash collection, is the responsibility of the applicant. Bring extra trash bags for overflow (it is permissible to stack additional trash next to existing bins).

Will additional restrooms be brought to the site? ___ If yes, how many? ___

Please name the individual, organization or contractor responsible for clean up:

Contact Person: _____ Phone: _____

Address: _____ City/State: _____

Electrical/Water Use: Hose bib can be used on a limited basis if noted here. Two outlets under park shelter as well as outlets at each ball diamond can be used for additional fees and if noted here.

Will water be needed? ___ What will water be used for? _____

Will electric be needed? ___ What will electric be used for? _____

Independent Contractor: The Hold Harmless Agreement must be filled out two weeks before the date of the event by all parties involved if a contractor will be used. Please attach additional sheets if more than one contractor will be used.

Will an outside contractor be used for this event? Yes No

What is the nature of this contractors responsibility for this event? _____

Business Name: _____

Contact Person: _____ Phone: _____

Address: _____ City/State: _____

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Park Permit Fees

Fees and Permit Requests: (Please write separate checks for deposit and for other fees). All checks to be made out to: **Town of Brookfield**. Check or cash only and all fees must be paid in order to reserve a date.

- | | |
|---|--|
| <input type="checkbox"/> \$50 per park/per day-town residents | <input type="checkbox"/> \$5 Picnic Pak Games (Pick up the kit the day before your picnic/Friday before a weekend by 3 pm at the town hall. Return the next office day.) |
| <input type="checkbox"/> \$85 per park/per day-town businesses | <input type="checkbox"/> \$30 diamond set up |
| <input type="checkbox"/> \$100 per park/per day- non-town residents | <input type="checkbox"/> \$150 Festivals/Tournaments - (5 hours) |
| <input type="checkbox"/> \$150 per park/per day-non-town businesses | <input type="checkbox"/> \$250 Festivals/Tournaments - (10 hours) |
| <input checked="" type="checkbox"/> \$100 refundable deposit (required for any facility use) | <input type="checkbox"/> \$5 Tennis Court Reservation [per court] (1 hr.) |
| <input type="checkbox"/> \$10 Child/Non-profit Baseball/Softball Practice (1.5 hours) | <input type="checkbox"/> \$10 Basketball Court Reservation (1 hr.) |
| <input type="checkbox"/> \$20 Adult Softball Practice (1.5 hours) | <input type="checkbox"/> \$35 Facilities cleaning (groups of 100 or more) |
| <input type="checkbox"/> \$30 Child/Non-Profit Baseball/Softball Game (2 hours) - includes field set up | <input type="checkbox"/> \$10 alcohol permit (permit fee must be applied for separately, with the Town Clerk, no less than one month before the event date) |
| <input type="checkbox"/> \$40 Adult Baseball/Softball Game (2 hours) - includes field set up | |
| <input type="checkbox"/> \$25 Other Sports - Practice (2 hours) | |
| <input type="checkbox"/> \$35 Other Sports - Game (2 hours) | |
| <input type="checkbox"/> \$5 Electric Use (outlet use) | |
| <input type="checkbox"/> \$5 Water Use (hose bib use) | |

I/We the undersigned, will assume all responsibility for the proper care and utilization of the above stated public park area and/or facilities, including all equipment and grounds contained therein, in accordance with the policies and rules of the Town of Brookfield and the Park and Recreation Dept. This form is your reservation and permit to show any town official upon request. Deposit refunds will be sent within one month of the date of event. All town activities (i.e. youth sports, special events) supercede any outside reservation. All attempts will be made to avoid scheduling conflicts. Please call the Park & Rec at 262-796-3781 with any problems or concerns. Reservations do not include exclusive use of playgrounds. Use of playfields, courts, etc. must be identified on this permit. Park staff is typically **not** available on weekends.

For serious emergencies contact the Town of Brookfield Police Department: 262-796-3798 or 911.

Help us keep costs low! Please clean up after yourself, bag trash, and replace picnic tables to their original position. Your help is appreciated.

For Department Use Only	
Authorized Signature: Chad D. Brown, Director	
Date Money Received: _____	_____
Park Permit Fee: _____	Cash/Check #: _____
Other Fees: _____	Deposit Check #: _____
Total Fees: _____	Permit Received By: _____

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Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT is made this ___ day of _____, 201_ by and between the Town of Brookfield Park & Rec Dept. (hereinafter, "TOBPR") and _____ (hereinafter, "Vendor"). TOBPR and Vendor are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Vendor desires to use TOBPR's property located at _____ (the "Property") to provide services as described on the park permit (page 1); and WHEREAS, in exchange for making the Property available to Vendor for such purposes, Vendor desires to hold harmless TOBPR from any claims and/or litigation arising out of the Vendor's use of the Property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, TOBPR and Vendor hereby agree as follows:

TERMS

- Hold Harmless. Upon Vendor's use of the Property by any of its employees, agents, invitees and/or volunteers for the purposes specified herein, Vendor shall defend, indemnify, and hold harmless TOBPR from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Vendor, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of Vendor's use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and any reimbursements to TOBPR for all legal expenses and costs incurred by it.
- Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.
- Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
- Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.
- Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

Town of Brookfield Park & Recreation Dept.

Chad D. Brown
Park & Recreation Director

Vendor/Contractor

Printed Name

PARK POLICIES AND RULES

REFUND POLICY: Providing no damage to turf or vandalism to property occurs, as well as general cleanliness of reserved area is maintained, the \$100.00 deposit will be refunded within 30 days of use. If any picnic pac equipment is damaged or lost, the fair market value replacement value will be assessed and withdrawn from the \$100.00 deposit.

CANCELLATION POLICY: Cancellations **with full refunds** will be issued **ONLY** if the department is notified **30 days or more** prior to the scheduled date. Cancellations after that time period will only receive the \$100.00 deposit.

NO REFUNDS WILL BE GRANTED DUE TO INCLEMENT WEATHER: The department will make every effort to reschedule your event, within the same season, if possible.

RULES:

1. The Town of Brookfield public park areas are available for public usage from 5:00 a.m. to 10:00 p.m.
2. Group permits are granted for the exclusive use of a picnic area and shelter. A park permit fee must be received with the application. Individuals or families not disturbing or interfering with the scheduled group activities including use of other park facilities and equipment, are also allowed to utilize public park areas.
3. Possession of alcohol requires a permit and fee, see application form. Drinking and dispensing of alcoholic beverages is permitted only in designated picnic areas. Groups or individuals wishing to sell beer or liquor may do so only with the Town Board approval and required permits. **NO MINOR shall bring or drink alcoholic beverages in any park at any time.**
4. **No glass beverage containers shall be permitted in any park or parkway at any time.**
5. All litter, including paper, garbage, cans, or any other trash, shall be deposited in the waste receptacles provided, **except carcass remains or pig roasts which must be removed by permit holder.**
6. Use of loud speakers or other amplifying equipment is not permitted unless specifically requested and noted on the park permit, and conducted in accordance with local ordinance as administered by the Town of Brookfield Police Department.
7. No person or group shall erect any structure or edifice, temporary or permanent, unless specifically requested and noted on the park permit. Signs and decorations of any kind brought into the park are permitted only with requested permission (not attached to park property), and as noted on the park permit.
8. No person or group shall make or kindle any fire for any purpose except in the cooking grills provided, unless specifically requested, approved, and noted on the park permit. The use of private charcoal or gas burners in picnic areas is permitted providing turf and other vegetation are not damaged. Unburned coals and ash shall be disposed of in such a manner as to prevent littering, fire or damage to any park property.
9. No pets, animals, or horses are permitted in public park areas.
10. No person shall drive any automobile, motorcycle, mini-bike, or other vehicle, or burden any part of the parkways except the proper drives and parking areas. Vehicles may park only in designated parking areas or along appropriate roadways unless posted otherwise.
11. No person shall cause damage to any tree, flower, shrub, building, fence, table, benches, turf and other equipment, signs, animal habitat, or park structure.
12. **We reserve the right to decline any park permit for any groups.**

*** This list of rules is not exclusive of the expectations of park users. Go to Chapter 19 of the Town of Brookfield Municipal Code for a full listing.**