



PARK RENTAL POLICIES AND PROCEDURES

Chapter 40 Parks and Recreation

Thank you for your interest in reserving a City of Sheboygan park facility. **Please review the Park Rental Policies and Procedures below.**

Renter Responsibilities

Reservations for park facilities must be requested at least four days in advance. Park Permit applicants must be at least 18 years old to reserve a City of Sheboygan park facility. Throughout the duration of the park rental, the applicant is held responsible for the preservation of order, noise control, and facility clean-up. Renters are responsible for all aspects involving the set-up, operation, and clean-up of their event. While occupying the park facility, the renter is to have the Park Rental Permit in their possession.

Key Pick-Up

If the facility rental requires a key, the renter or individual designated by the renter, will need to pick-up the key(s) from the Public Works office during regular business hours Monday through Friday, 7:30 a.m. to 4:00 p.m., with the exception of City observed holidays. The renter will be contacted by a Public Works staff member by email or phone to notify when the key is available to be picked up. Failure to pick up the key prior to the scheduled rental date may result in forfeiture of all rental fees. A minimum two-hour call-in fee will be assessed to renters requiring after-hours Public Works assistance with key pick-up due to failure to pick-up the key. Please contact the Public Works office, at least one week prior to the scheduled rental date, if special key pick-up arrangements need to be made.

- Phone: 920-459-3440, option 7
- Email: dpwoffice.sheboygan@sheboyganwi.gov

Facility Access

Access to the facility is not allowed prior to or after the date and time stated on the park rental permit. The park facility is available to you only during the designated facility rental hours on the day of your reservation. If you require additional time for set-up, you will need to rent the facility the day prior. If you require additional time for clean-up, you will need to rent the facility the following day. Entering the facility prior to or after your scheduled reservation may result in additional charges.

Renters requesting after-hours Public Works assistance for facility access, due to failure to pick-up the key, will be assessed a minimum two-hour call-in fee.

Decorations

Decorations may be displayed only during the date and time stated on the park rental permit. All decorations displayed are to be removed after your facility reservation. Do not use anything that may cause damage, such as nails, tacks, staples, or duct tape. It is recommended to use masking tape, painters tape, or command hooks. Placement of decorations prior to or after the date and time stated on the park rental permit may result in removal of the decorations and/or additional charges.

Renters shall not remove existing benches, tables, or other fixtures from any facility unless prior permission is obtained. **Glitter, confetti, powder cannons, rice, and other similar items are strictly prohibited.**

Staking/Excavating

[Wisconsin Statute 182.0175](#) requires notifying [Diggers Hotline](#) before you excavate, grade, trench, dig, drill, augur, tunnel, scrape, plow cable or pipe. Excavation, according to the law, means anything that moves, removes or displaces earth rock or other material in or on the ground. Prior permission is required to erect any item that requires stakes or posts to be placed into the ground on City property. Stakes may be placed in approved areas only.

The renter is responsible for contacting [Diggers Hotline](#) **at least three business days prior to the date the staking will occur**. If stakes are not being used, items should be secured with filled sandbags or water barrels. **The City retains the right to deny permission to stake into certain areas of City property and/or to require repair of land impacted by staking activities.**

Tents/Temporary Structures

Tents and other temporary structures are permitted in designated areas and are allowed only under certain circumstances. If tents or temporary structures will be secured to the ground using stakes of any size, it is the responsibility of the applicant to contact [Diggers Hotline](#) **at least three business days prior to the date the staking will occur** to mark the area for tent placement.

Access must be provided for emergency vehicles to areas which have tents/temporary structures. Exits shall be required for all tents. The size, use, and occupant load of each tent will dictate the number of exits required. Tents larger than 10'x10' shall have a fire resistance rating in compliance with NFPA. Tents larger than 10'x10' shall have a fire extinguisher that has been serviced within the previous 12 months or has been purchased within the previous 12 months located every 75' of travel within the tented area.

A tent of any size, which has cooking operations, must have a fire extinguisher appropriate for the hazard available in the area of cooking. Propane cooking requires proper ventilation and separation from the tent and combustibles. Charcoal cooking is not permitted in tents. Deep Fat cooking must be located in a separate enclosure/tent and that enclosure/tent must have a fire resistance rating in compliance with [NFPA](#). Tables, chairs, and other methods of seating in tents must provide adequate exiting capability from the space. Tents and temporary structures are subject to inspection by the [Sheboygan Fire Department](#). For questions, contact the Sheboygan Fire Department Fire Prevention Bureau at 920-459-3321.

Tents and other temporary structures may only be in-place during the date and time stated on the park rental permit. If additional time is required, you will need to rent the facility for the additional days. Charges will be assessed for damages incurred during set-up or removal of tents and other temporary structures.

Restrictions

- Smoking is not allowed in any of the Parks Division buildings or shelters.
- Any unnecessary or unlawful discharge of a City-owned fire extinguisher is prohibited.
- With the exception of the city-installed fire rings located in Deland Park and on North Beach, no person shall set, maintain, or be present with a recreational bonfire in a City park or on City-owned property unless a [permit](#) has been issued for the fire by the [Sheboygan Fire Department](#) in conjunction with a special event permit or a park rental permit issued by Public Works.
- A [fireworks permit](#) from Sheboygan Fire Department is required for any fireworks or pyrotechnic displays. A Special Event Permit will also be required if the fireworks are being launched from City-owned property. The fireworks permit application shall be made no less than forty-five (45) days prior to the proposed display.
- Music/amplified sound will be addressed on a complaint basis. Rentals in violation of [Chapter 36 of Municipal Code](#) may be shut down.
- Glass containers are allowed only within the indoor portions of the Kiwanis Fieldhouse, Roosevelt Fieldhouse, Quarryview Center, or Deland Community Center under Park Rental Permit from the Department of Public Works. **Glass beverage containers are prohibited on all other Parks Division properties.**
- **Parking on the grass is prohibited.** Vehicles must be parked in designated areas only.
- Individuals or organizations intending to sell or market items during a park facility reservation are required to obtain prior permission by the Department of Public Works and must meet all other event requirements.

Alcohol

A person(s) who rents a park building, shelter, or picnic area may possess and consume alcohol in and around the shelter or picnic area. No person shall bring in or possess within any city park any cup, glass, flask, bottle or other container made of glass designed or used for holding a beverage, except for the indoor portions of the Kiwanis Fieldhouse, Roosevelt Fieldhouse, Quarryview Center, and Deland Community Center under Park Rental Permit from the Department of Public Works. **The possession or consumption of fermented malt beverages or intoxicating liquors is prohibited on all beach areas within the city.**

Clean-Up

The park facility, including the park facility, grounds, and equipment, must be maintained and restored to the same condition as the renter found it. Renters are responsible for placing all garbage in the dumpsters available at the facility. For enclosed buildings, extra garbage bags are provided in the storage closet.

Renters are responsible for sweeping the floors clean using the brooms located in the storage closet, wiping all tables and counters clean, cleaning inside and outside of any appliances. For facilities with kitchens, the renter is responsible for removing all food from the facility, including from the refrigerator, sink, etc.

It is the responsibility of the renter to supply dishcloths and dish soap. While every effort is made to supply the facilities with adequate supplies (toilet paper, cleaners, wipes, trash bags, etc.), consider bringing additional supplies if you are having a large or prolonged event. All personal items must be removed from the facility the night of the reservation. **Entry into the facility the following day for clean-up is prohibited.**

Securing Facility

Prior to leaving the facility, renters are to shut off lights and **secure all facility doors and windows**. It is the responsibility of the renter to ensure all doors and windows are closed and locked. Failure to lock and secure the park facility may result in additional charges. **The Department of Public Works is not responsible for any equipment or items stolen, stored, or left at the park facility.**

The renter will be held responsible and billed for any additional clean-up, losses, or damages as a result of the facility being left unsecured.

Key Return

Keys must be returned to the Public Works office within five business days of the rental date. Keys may be returned in-person during regular business hours or dropped in the after-hours park key drop box located outside of the Public Works office. **Failure to return the key within five business days may result in additional charges.**

Violations/Forfeitures

Any damages to facilities deemed to be in excess of normal wear and tear will be charged to the Park Rental Permit applicant. **If the facility is not locked up properly, you will be responsible for any thefts or damage done to the facility by vandalism. It is the responsibility of the applicant to ensure all doors and windows are latched. Failure to comply with any of the policies may result in additional charges.**

Your park rental 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 immediately at the discretion of local law enforcement authorities and/or the Sheboygan Department of Public Works, if the terms of the application are misrepresented, violated, or when public safety is threatened. Cancellation of the permit for cause will result in forfeiture of all fees.

A person(s) who obtains a park rental permit shall comply with, and shall ensure all others using the park pursuant to the park rental permit comply with, all applicable public health guidance in effect at the time of the rental. This includes, but is not limited to, guidance issued by the [Sheboygan County Health Officer](#), the State of Wisconsin, and the federal government (including, but not limited to, the [U.S. Centers for Disease Control and Prevention](#)).

Contact

Should you have any issues with your facility rental during regular operating hours, Monday - Friday 7:30 a.m - 4:00 p.m., please contact the Department of Public Works at 920-459-3440, option 7. If your issue occurs outside of regular operating hours, please contact the Sheboygan County Communications non-emergency line at 920-459-3111.

Cancellations/Changes

Cancellations must be made at least fourteen (14) days prior to the scheduled rental date and include a \$20.00 non-refundable processing fee. If a cancellation is made less than 14 days prior to the reservation, the rental fee will be forfeited.

Changes to the date or location of a reservation must be made at least fourteen days prior to the scheduled rental date. Modifications made to any reservation date or location within fourteen days of the original rental date will be treated as a cancellation.

Refunds are not issued due to unfavorable weather conditions. Rentals are not rescheduled due to unfavorable weather conditions.

The Department of Public Works reserves the right to cancel, reschedule, or relocate any rentals if the rental facility is not in working condition on the scheduled rental date. Every possible attempt will be made to avoid any inconveniences to our customers. In the event of cancellation by the Department of Public Works, the customer will be offered a different facility and/or date, plus a 50% refund. If the customer does not wish to or is not able to relocate or reschedule their rental date, a full refund will be issued.

Hold Harmless/Indemnification Agreement

To the extent authorized by law, Applicant hereby agrees to indemnify, defend, and hold harmless the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, and authorized volunteers from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or attributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Applicant or its agents or anyone acting under its direction or control or on its behalf arising out of, or in connection with, or relating to this park facility permit.

Applicant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, or authorized volunteers. Nothing herein shall be construed as the City of Sheboygan waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this park facility permit.

Legal

I hereby state that I am familiar with the laws, ordinances, policies and procedures, and regulations applicable to the park permit being applied for and hereby agree, if granted such permit, to comply with all said provisions. I also declare that the information provided in this application is true and correct.

Signature of Applicant/Renter

Date