

Smolenski Permits and Conditions for Use of Park

A permit is a contract between the user and the Village of Mt. Pleasant Park and Recreation Department. The permit has certain conditions attached to it, and the signer and/or organization being represented must honor the outlined conditions or face loss of their deposit and the use of the park at present and in the future. General park regulations are posted throughout the park and must be observed.

An applicant must fill out the entire reservation form, provide proper ID, pay the appropriate fees and have the request approved before the site will be available for their use.

It is the policy of Smolenski Park that no person or group shall be the subject of discrimination on the basis of race, color, national origin, sex, age or handicap.

Reservations can be made for the current calendar year only. If your rental is for a wedding, please call the Park and Recreation Office at 262-664-7840 to make appropriate arrangements concerning rental dates.

Conditions and Guidelines for Use of the Park:

- Reservations are confirmed only after payments are made in full. Per the conditions as set forth on the rental agreement, the signed rental agreement is on file at the Park and Recreation office.
- The person whose name appears on the permit or any other authorized persons in charge of the group, must identify themselves to the park supervisor so he knows who to contact if a problem arises. This person is the responsible party and will be held responsible for the conduct of the people attending their event.
- Parking is allowed in designated areas only.
- Hours of use:
 - Shelters: From Sunrise to Sunset, unless written permission is received from the Park and Recreation Office prior to your event to stay after closing time.
- Litter and trash must be placed in appropriate trash receptacles. Areas around the rented shelter must be policed throughout the day for litter and trash. Shelter renters must remove garbage bags to dumpster before leaving the park. Any garbage left behind will have the renter subject to forfeiture of deposit.

- Open fires will NOT be permitted on the ground in the park. NO CANDLES allowed. Fires allowed in the grill area only.
- Decorating will be permitted only with the approval of the Park and Recreation Department prior to your rental. NO STAPLES, NO TAPE and NO NAILS are allowed.
- Any materials or equipment belonging to the renter must be removed from the grounds at the conclusion of your rental.
- If an emergency occurs, contact the Village of Mt. Pleasant Police Department at the Village Hall Campus, 8811 Campus Drive or through 911.
- A rental can be terminated immediately at the discretion of the Park Supervisor or Mt. Pleasant Police for any violation of rules/regulations or any other Village/County ordinance violation.
- Clean up and set-up is the responsibility of the renter. The shelter is expected to be left in the condition that it was found in or better. The renter will be held responsible for any damage and clean up that is required after the event.
- No alcoholic beverages except beer/wine are allowed at the park. A completed alcohol permit must be on file before your rental date in order to possess beer/wine in the park.
- An alcohol permit will only be issued to applicants 21 years of age or older. Organizations/individuals that have received a alcohol permit will be required to have an adult over the age of 21 present at ALL times, and organizations/individuals are responsible for the consumption of the beer/wine to those persons of age 21 and over and all patrons present. Consumption of beer/wine is prohibited after Sunset. NO UNDERAGE CONSUMPTION OF ALCOHOLIC BEVERAGES ALLOWED AT ANY TIME.
- No glass bottles are permitted in the park.
- Possession of firearms and/or weapons is strictly prohibited.
- Amplified (disc jockey) music is allowed and the music must be turned off at Dusk PM. It is the responsibility of the group reserving the shelter where amplified music is allowed, to keep the noise level acceptable to prevent disturbing the surrounding area. Noise must be directed away from residential homes. **NO BANDS ARE ALLOWED AT SHELTERS WITHOUT THE APPROVAL OF THE PARK AND RECREATION DEPARTMENT.**

- No dogs, cats, horses or live animals are allowed into the park at anytime.
- The Park and Recreation Advisory Board is authorized to provide full or partial refund of fees to an applicant in instances where the park area was insufficiently maintained or prepared such that the applicant did not receive full or fair use of the park area. Any such refund shall be reported to the Park and Recreation Advisory Board.
- If you notice any problems concerning the park or the bathrooms please call the Park and Recreation Department immediately at 664-7840.

Cancellation Policy:

- No refund or deposit will be made without written request to the Park and Recreation Department.
- A written cancellation notice must be done at least 30 days prior to the event applicant will receive 90% of rental fee.
- A written cancellation notice must be done at least 29 days prior but not less than 7 days prior to the event applicant will receive 50% of rental fee.
- A written cancellation notice done 7 days prior to the event, applicant will forfeit the reservation fee.
- Beer Permit and Bounce House Permit fees are non-refundable.
- In the event of special hardship and/or unusual circumstances, a written appeal may be made to the Park and Recreation Advisory Board. All cancellations must be filed with the Park and Recreation Department.

The Park and Recreation Advisory Board reserves the right to limit the usage of the park or park space due to weather, maintenance needs or other reason deemed appropriate by the Park Supervisor.

If you have any questions, please call the Mt. Pleasant Village Hall at 262-664-7800 or the Park and Recreation Department at 262-664-7840.

**SMOLENSKI PARK –
BOUNCE HOUSE RENTAL AREA RELEASE AND WAIVER OF
LIABILITY AND INDEMNITY AGREEMENT**

In consideration of the permission granted to the participant named below to participate in the use of the Smolenski Park to put up a tent, I/we shall release, waive, discharge and covenant not to sue Smolenski Park, their agents and employees from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the named participant or others, whether caused by the negligence of Smolenski Park, its agents, and employee or otherwise while the named participant participates in the use of Smolenski Park.

I/we further agree to indemnify Smolenski Park, their agents and employees from any and all liability, loss or damage including but not limited to bodily injury, illness, death or property damage which Smolenski Park, their agents and employees become legally obligated to pay claims, demands, costs or judgments, against Smolenski Park, their agents and employees on account of injury to the person or property or resulting in the death of the named participant whether or not caused by the negligence of the Village of Mount Pleasant, their agents or employees and whether or not such liability is sole, joint or several.

I/we, the undersigned, have read this release and understand all its terms. I/we execute it voluntarily and with full knowledge of its significance. I/we have executed this release on this date indicated next to my/our names.

Name

Date of Function

Phone

Today's Date

VILLAGE OF MT. PLEASANT – TENT RENTAL AREA

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of the permission granted to the participant named below to participate in the use of the Smolenski Park to put up a tent, I/we shall release, waive, discharge and covenant not to sue the Village of Mt. Pleasant, their agents and employees from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the named participant or others, whether caused by the negligence of the Village of Mt. Pleasant, its agents, and employee or otherwise while the named participant participates in the use of the Smolenski Park.

I/we further agree to indemnify the Village of Mt. Pleasant, their agents and employees from any and all liability, loss or damage including but not limited to bodily injury, illness, death or property damage which the Village of Mt. Pleasant, their agents and employees become legally obligated to pay claims, demands, costs or judgments, against the Village of Mt. Pleasant, their agents and employees on account of injury to the person or property or resulting in the death of the named participant whether or not caused by the negligence of the Village of Mt. Pleasant, their agents or employees and whether or not such liability is sole, joint or several.

I/we, the undersigned, have read this release and understand all its terms. I/we execute it voluntarily and with full knowledge of its significance. I/we have executed this release on this date indicated next to my/our names.

Name

Date of Function

Phone

Today's Date

Smolenski Park

Alcohol Permit

If you are serving alcohol or you think someone may bring alcohol to your reservation, you will need to pay for an Alcohol Permit. There is a \$15 nonrefundable administrative fee to obtain an alcohol permit. It is unlawful to possess or drink alcoholic beverages in the park without an Alcohol Permit. It is understood that the applicant is acquiring said permit for consumption of beer or wine by applicants and guests of legal drinking age, not for selling of beer and wine. All State, County, and Municipal laws apply. Request for Alcohol Permits must be made at the time of your reservation. YOUR APPROVED RENTAL PERMIT AND ALCOHOL PERMIT MUST BE IN YOUR POSSESSION DURING YOUR RESERVATION AT THE PARK.

NAME: _____

ADDRESS: _____

PHONE: _____

SIGNATURE: _____

DATE: _____

ISSUED BY: _____