

Village of Greendale

Gazebo Park Rental & Use Policy



The gazebo and park space at Gazebo Park (5798 Broad St.) may be reserved for the following uses:

- Weddings/Memorial Services (limited to 50 seats)
- Appropriate photography sessions (i.e. wedding, graduation, family)
- Events and functions organized by the Village of Greendale, Greendale Library, Greendale School District (including Greendale Park & Recreation Department) or Milwaukee County
- Other events and uses as authorized by a valid Special Event Permit approved by the Village Board. The Greendale Lions Club, as well as the American Legion Club, have priority reservation for this site for their 4th of July and Village Days activities; the Greendale Lions Club reservations must be received by December 1st of each preceding year. Other activities receiving priority scheduling include concert programs sponsored by the Greendale Park & Recreation Department and Greendale Entertainment Association, as approved by the Village (Saturday and Sunday evenings, mid-June through end of August).

I. Reservation Procedures

- A. Rental agreements and payments are accepted from the Village website at least ten (10) business days in advance of the requested date. A calendar of existing pavilion reservations can be found on the rental webpage.
- B. Applications for rental are accepted on a calendar-year basis only. Applications must be made after January 1st of each year. Building and grounds are available Monday through Sunday, 8 a.m. to dusk or 9 p.m., whichever is earlier. All activities and programs, unless special permission has been granted by the Village Board, must end by dusk or 9 p.m., whichever is earlier.
- C. Reservation applications will be taken on a first come, first serve basis, subject to space availability. All applicable fees and deposits are due when the application is filed. The Village of Greendale reserves the right to refuse any rental application at any time.
- D. Minors requesting use of the facility must do so through their adult advisor or parent. Youth groups requesting the use of the facility must ensure an adult chaperone ratio of one (1) adult per ten (10) minor children for duration of the event.

II. Regulations on Use: All use of Gazebo Park must comply with the rules and regulations as listed below.

- A. All park and gazebo users will furnish their own equipment and materials.
- B. Any damage(s) caused by a club/association, group or affiliation will be their responsibility and charges to repair damages/broken items will be assessed to the

applicant.

- C. Applicants must provide sufficient supervisors, chaperones or crowd control personnel to ensure proper conduct and control of all patrons and participants. An adult must be present from the beginning time stated on the application until all participants have left the premises.
- D. The Village of Greendale will not be responsible for lost and stolen articles during time of use by individuals of a club/association, group or affiliation. The Village of Greendale will not be responsible for anyone injured while using the facility. The applicant shall take precautions as necessary to avoid risks of injury, and ensure that all persons present use care to avoid injury.
- E. Fundraising activities may only be conducted by and for the benefit of Greendale Organizations as defined in Section 17.365(4)(f) of the Village Code. For-profit sales of any kind are prohibited unless a benefit is provided to the Village, as determined by the Village Board.
- F. Dogs are allowed in the park and pavilion area as long as they are leashed at all times. No other animals are allowed in the park except as provided by state or federal law.
- G. No motorized vehicles allowed on grass or other park areas unless special permission granted by the Village Manager or Village Board. Parking in designated area only. Users should park in the Municipal Parking Lot (located off of Parking Street).
- H. Absolutely no fermented or alcoholic beverages (wine and hard liquor) will be permitted unless approval is obtained from the Village Board. A liquor license will only be granted to community groups upon proper application and review. Any beverages consumed must be in cans, or plastic or paper cups. No glass bottles unless special permission granted.
- I. The use of private charcoal grills is not permitted unless approval is obtained from the Village Board. At no time may charcoal grills be used in the Gazebo itself. If approval is granted, unburned coals and ash shall be disposed of in such a manner as to prevent littering, fire and damage of any park property.
- J. Grounds must be left as they were. Any damage costs will be charged to those responsible for the area. Clean up fees for any litter or disorder beyond the ordinary use will be charged to those responsible for the area. Initial charges will be taken out of required deposits and the remainder will be billed to the applicant.
- K. The use of tents, canopies or other temporary structures for an approved rental must be approved prior to usage. Tents are permitted only in DESIGNATED

AREAS when the renter has obtained an insurance liability certificate. Use of tent(s) requires a certificate of \$1,000,000 liability insurance coverage with the Village of Greendale listed as co-insured within ten (10) days prior to the event. Charges will be assessed for damages occurring during set up and/or removal. Tents may only be set up on the day of reservation and must be removed the same day. Inflatable structures of any kind are NOT permitted.

- L. No Staking Rule: Staking is NOT allowed due to underground power lines and other utility lines on the park property.
- M. Users are responsible for clean-up involved when using the pavilion for an event (all garbage, food, etc. must be bagged and placed in garbage receptacles).
- N. If you expect lots of garbage from your event, please bring extra garbage bags.
- O. There is minimal lighting under the roof of the pavilion....so once dusk comes, please note that there will be minimal lighting for activities and clean-up.
- P. Sidewalk chalk, confetti poppers or silly string are not permissible, nor is access to water for any water events (like water balloons or garden hoses). Use of water balloons, silly string, confetti poppers or chalk will result in loss of Damage Deposit.
- Q. User is responsible for posting and removing permit at gazebo during usage.
- R. No signs, banners, decorations, etc. shall be affixed to the Gazebo facility with the exception of those sanctioned/approved/affixed by the Village.
- S. Tables, to the best of the Village's ability, will be available in the park. You may move them for your usage; however, you must return them under the pavilion at the conclusion of your event.
- T. Electrical outlets are available. If more power is requested for a reservation it must be approved by the Director of Public Works.
- U. In accordance with the lease agreement between the Village of Greendale and Milwaukee County for use of the land, any signs must be approved by the Village Board before being placed on the property.
- V. Use of any type of mechanical or technical amplification is not permitted unless special approval obtained from the Village.
- W. The named and/or individual and organization agrees to indemnify and hold harmless the Village of Greendale from any and all liability which might be occasioned to said Village by virtue of granting the permission in this application.

- X. Cancellations/Refunds and/or Date/Time Changes
1. Cancellation may result in a non-refundable cancellation fee per date. Cancellation requires written notice including applicant name (as it appears on the rental application), application date and return of the permit. Cancellation fees are based on the amount of notice given:
 - If canceled greater than two months before the reservation date there is no cancellation fee, a \$10 processing fee is charged).
 - If canceled less than two months, but greater than two weeks prior to the event a 30% of the fee is charged.
 - If canceled less than two weeks 50% of the rental fee is charged.
 2. In order to change the time or time/date of your reservation you must provide a minimum 14 day notice and a change is subject to facility availability. If requests are submitted less than 14 days before the event it will be treated as a rental cancellation and new reservation.
- Y. Conduct of Group: Rental applicants are responsible for the conduct of ALL guests and contracted providers/entertainment attending the event. Children must be supervised by an adult. If your event requires police intervention, all of your Damage Deposit may be withheld and the event may be terminated.
- Z. Damage Deposit: A Damage Deposit shall be paid prior to use in the amount established in the Village fee schedule. Damage deposits are 100% refundable as long as all of the following conditions are met:
1. The area is left in a clean and orderly manner.
 2. Use of the facility does not exceed the scheduled time.
 3. All equipment is accounted for and undamaged.
 4. Additional staff time is not required as part of the rental.
 5. Damage to the gazebo has not occurred.
 6. All rules/guidelines governing alcohol consumption as stated on the alcohol distribution permit are met.
 7. All rules/guidelines governing rental usage of Gazebo Park are met.

If necessary, the rental applicant will be charged an additional fee to cover any additional costs. Damage deposits will be refunded within ten (10) business days. Rental applicant shall be liable for any loss, damage or injury sustained by virtue of the activity conducted. Deposits will be returned in part or full depending on the condition of the facility. An inspection will be conducted by the Village staff.

Fees that may be charged against your damage deposit:

- \$100.00 Violation for after-hours use of the facility.
- Other damage fees determined by the number of staff hours required

(one hour minimum at \$150 per hour) and property replacement costs.

AA. Disturbance: The Rental Applicant will be responsible for any charges incurred if the Village of Greendale Police or Fire Department responds to the facility due to disturbances and the event may be terminated. Permission to use the facility will only be granted where the function can be reasonably accommodated and such use will not unduly interfere with the rights of the general public, the prior use by others or Village sponsored programs and will not represent a clear and present danger to public health and safety.

Any permit granted may be revoked for misrepresentation in the application or violation of the terms and conditions of the permit, the ordinance, rules and regulations of the Village of Greendale.

If during the course of the rental the Village of Greendale deems the activities of any participant or spectator have become abusive or destructive of Village or private property or have become adverse of the permitted intent, the Village reserves the right to immediately interrupt, terminate or cancel the event as necessary, in the interests of public safety. In such cases the Rental applicant waves any claims for damages and compensation.

BB. If there is a problem with the gazebo or park space during the reservation, please contact the Greendale Police Department Non-Emergency number at (414) 423-2121.

CC. Equipment/Rented Displays/Furniture: All displays, equipment or furniture brought on site require written approval. All materials or equipment belonging to the renter must be removed from the facility and grounds at the conclusion of the activity, unless written permission has been granted for storage.

DD. Facility Appearance: The Village of Greendale cannot guarantee that the rented space will have the same appearance as originally viewed.

EE. Firearms: No firearms or dangerous weapons are allowed.

FF. Gambling: Gambling is prohibited.

GG. Insurance: A certificate of insurance is required for Special Community Events as defined in Section 17.365(4)(f) of the Village Code. If required, permit holders shall submit a general liability insurance policy certificate (minimum \$500,000 per person, \$1,000,000 for each accident and \$100,000 property damage) including personal injury and blanket contractual coverage, as well as auto liability and workers compensation coverage if applicable. The certificate shall name the Village as an additional insured.

- HH. State Statutes and Village Ordinances: The rental applicant and all attendees of the event are required to comply with all applicable State Statutes and Village ordinances.
- II. Supervision: The rental applicant identified on the application as representing the group, shall be responsible for the conduct and control of both patrons and participants at the event/activity and must be present at the facility throughout the time of the event/activity or designate an alternate adult supervisor. The supervisor shall remain on site until all members of the group have left the facility. Children must be supervised at all times by an adult. Rental applicant shall keep a copy of the permit and fee receipt to verify reservation. Permits must be exhibited to any duly authorized person. It shall be the responsibility of the Rental applicant to pay for all damages or loss that are a result of the improper use or supervision of the facility, equipment, buildings or grounds in addition to security deposit.

Gazebo Park Map

