

# **KIMBERLY AMPHITHEATER**

***“A Cultural Arts Facility for the Fox Cities”***

The Kimberly Amphitheater is owned by the Village of Kimberly, with the operation of the facility under the direction of the Community Enrichment Director in conjunction with the Kimberly Amphitheater Board of Directors.

The rules and regulations governing the operations of the Kimberly Amphitheater, have been established by the Kimberly Amphitheater Board of Directors and adopted by the Village of Kimberly Board of Trustees, in order to provide a safe and functional operation plan for the Kimberly Amphitheater, Sunset Park and the Village of Kimberly.

Any variations from these rules and regulations may only occur with the authorization of the Village Board of Trustees. Written requests for variations must be submitted to the Community Enrichment Director at least one (1) month prior to the start of the scheduled activity or event.

## **RESERVATION INFORMATION**

The Kimberly Park & Recreation Department, under the administration of the Community Enrichment Director, will handle all reservations and scheduling of events for the Kimberly Amphitheater. Requests for usage will be made on a priority basis. The Amphitheater is established for presentations, programs, and the arts. The Amphitheater is not a picnic shelter and will not be rented out for usage as such.

The Community Enrichment Director shall determine, based on significance of the event, the priority and usage if a conflict should exist. Amphitheater reservations may be scheduled up to one year in advance, in order to provide event sponsors adequate time for planning and promotion.

Reservations, information, permits, and keys for the Amphitheater may be obtained at:

**Kimberly Park & Recreation Department**  
**426 W. Kimberly Avenue, Kimberly, WI 54136**  
**Monday thru Friday 8:00 AM - 4:30 PM**  
**(920) 788-7507**

## **KEYS**

Keys will be issued to the sponsor of the event on the last work day prior to the day of the event. The keys must be returned to the Park & Recreation Department Office by Noon on the first working day following the event. Failure to return the keys as required will result in loss of security deposit.

## **HOURS OF OPERATION**

1. The park hours of operations (Municipal Ordinance 12-1-4) are 5:00 AM - 11:00 PM.
2. The sponsor of the event shall be responsible for the orderly dispersal of the crowd following completion of the event, and prior to the 11:00 PM park closing time.

## **NOISE CONTROL**

1. Any event sponsor intending to use amplification must request authorization as specified in the rental agreement. The sponsor is responsible for the noise levels of all performances associated with their rental agreement.
2. The sponsor of an event shall comply with all noise ordinances established by the Village of Kimberly (Municipal Ordinance 11-2-9). If noise levels exceed those provided in the ordinance, the police shall advise the person in charge of the event that the volume is to be reduced.
3. If the sponsor fails to reduce the sound volume to a legal level, after being advised to do so by the Fox Valley Metro Police Department, the sponsor shall be subject to all penalties as provided in the Municipal Code, the event may be terminated, and applications for future use of the parks may be denied.

## **SECURITY AND PROTECTION**

1. The sponsor of any event shall be responsible for providing the necessary number of uniformed security personnel. The sponsor shall furnish to the Parks and Recreation Department, at least seven (7) days prior to the date of the event, a list of security personnel or the security agent hired, for the Department's approval.
2. The determination on the number of security personnel on duty shall be based on the recommendation of the Fox Valley Metro Police Dept. upon review of the type of event and anticipated attendance.

## **LIGHTING AND ELECTRICITY**

1. Adequate electrical capacity to support the demands of the performance shall be the responsibility of the sponsor. The Amphitheater has a separate 200 Amp and 100 Amp service available for events.
2. The cost of additional electrical supply beyond the permanent service in the park shall be borne by the sponsor of the event.
3. All necessary precautions shall be taken to protect the existing electrical service at the park from overload and damage.

## **ALCOHOL SERVICE**

1. The sponsor of an event where alcoholic beverages may be possessed and/or consumed by members of the rental group, must request authorization as specified in the rental agreement.
2. The sponsor of an event where alcoholic beverages are intended to be sold must obtain the necessary license from the Village Clerk's Office in accordance with Municipal Ordinance 7-2-16.
3. The event sponsors will be responsible for establishing a procedure to verify the legal age of anyone being served an alcoholic beverage. This procedure shall be submitted to the Fox Valley Metro Police Department at least two (2) weeks prior to the event for approval.
4. No beverages shall be served in glass containers.

## **FOOD SERVICE**

The necessary permit(s) and related information for the sale of food shall be obtained from the Outagamie County Health Department.

## **TOILET FACILITIES**

1. In addition to the toilet facilities on the immediate premises, portable toilets may be required.
2. Toilet facilities shall be provided based on the anticipated peak crowd size in accordance with the following guidelines:

### With alcohol on premises:

One toilet facility for each 200 females in attendance.

One toilet facility for each 300 males in attendance.

### Without alcohol on premises:

One toilet facility for each 300 females in attendance.

One toilet facility for each 500 males in attendance.

3. Any portable units shall be located immediately adjacent to or within the authorized area of the event.
4. Portable toilets shall be properly enclosed, in good repair, emptied when full, and a minimum distance of 100 feet away from any food preparation area.
5. All toilet facilities, in use for an event, shall be kept in a clean useable condition by the sponsor. This shall include, but not be limited to, the removal of all cigarette butts, paper cups, or other articles that may obstruct the proper function of the facility.

## **PARKING**

1. Parking of cars shall be only in areas designated and authorized by the Park & Recreation Department.
2. The sponsor shall provide adequate persons to control and regulate the parking of vehicles in designated areas.
3. Service vehicles and other heavy vehicles shall be allowed only in areas as authorized by the Park & Recreation Department.
4. The Fox Valley Metro Police Department shall be notified in advance of the event by the sponsor if it is anticipated that traffic control is needed on public thoroughfares in the surrounding areas.

## **CLEAN-UP - REFUSE - RECYCLING**

1. If requested and authorized, the Village of Kimberly shall provide one garbage truck, to be operated only by Village personnel, for use in cleaning of the park following conclusion of an event. The Village of Kimberly shall bill the actual cost of providing the labor and equipment associated with this service to the sponsor of the event.
2. Cleaning of the park shall be the responsibility of the sponsor of the event, and all cleaning shall commence immediately after completion of the event, and shall proceed without delay with sufficient personnel to complete clean-up of the park before it opens on the following day.
3. If cleaning is not accomplished by the event sponsor within the required time, cleaning shall be accomplished by the Village personnel and the sponsor billed for the actual costs, forfeit the security deposit, and future usage privileges may be revoked.
4. All materials which are recyclable, must be placed in proper recycling containers or removed from the premises by the event sponsor. They may not be placed in containers for refuse pickup. Violations of the recycling requirements will result in loss of deposit, the sponsor will be billed all costs involved with rectifying the situation, and future usage privileges may be revoked.

## UNDERGROUND UTILITIES

The sponsor must contact Diggers Hotline (1-800-242-8511) for all necessary locates and provide the Village of Kimberly with the Digger Hotline ID number and authorized time to proceed prior to installing any materials into Village property.

## LAYOUT

A sketch of the layout of the performance and spectator areas, toilet facilities, concession areas, and parking areas, and any other proposed facilities should be submitted to the Park & Recreation Department thirty (30) days prior to the date of the event.

## RENTAL FEES

1. Amphitheater rental fees (per fee structure) shall be paid by the sponsor to the Park & Recreation Department upon approval of the proposed event.
2. Certain equipment, if available, and the labor necessary for its installation, may be rented from the Park and Recreation Department. The actual costs of these services and equipment shall be billed by the Village of Kimberly to the sponsor of the event. The sponsor requesting these services should contact the Park & Recreation Department one week before the event to coordinate the work.

## DAMAGE

1. Any damage of any kind to turf areas or any part of the park or Amphitheater, its equipment, fixtures or underground facilities, done in the course of preparation, performance, or clean-up of the event shall be repaired or replaced by the Village of Kimberly, and all costs billed to the sponsor of the event. All such costs shall be paid within thirty (30) days after billing.
  - No items (signs, posters, decorations) may be affixed to the doors, floor, walls, or ceiling of the Amphitheater by the use of nails, tape, screws, tacks, or any other items that will result in any holes, marks, paint removal or residue on any portion of the facility.
2. A security deposit shall be furnished by the sponsor to the Village of Kimberly in the amount indicated in the Amphitheater Fee Structure.

## CANCELLATION POLICY

1. Any events which are canceled at least two (2) weeks prior to the scheduled starting date for the event, will receive a refund of their registration fee, but not the \$100.00 security deposit which will be retained as an administrative handling fee.
2. Any event cancellations received less than two (2) weeks prior to the event **will not** receive a refund of their registration fee or security deposit.

## SALE OF MERCHANDISE

1. The sale of any merchandise or products other than concession items, must be disclosed at the time of registration or presented to the Community Enrichment director at least one (1) month prior to the event.
2. The sales vendors may be required to be licensed per Municipal Ordinance 7-4-4.

## LIABILITY INSURANCE

The sponsor of the event shall provide insurance based on the requirements outlined below:

### **COMPREHENSIVE GENERAL LIABILITY**

- Limits -  
\$500,000 each occurrence/\$500,000 aggregate for Bodily Injury  
\$250,000 each occurrence/\$250,000 aggregate for Property Damage  
or  
\$500,000 Combined Single Limit for Bodily Injury and Property Damage each occurrence  
\$500,000 Combined Single Limit for Bodily Injury and Property Damage aggregate
- Must include Premises and Operations Liability
- Include Personal Injury (Groups A, B, C)
- Include Product and Completed Operations Coverage

Village of Kimberly and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insured

- Certificate of Insurance must be on file at the Village Clerk's Office

### **COMPREHENSIVE AUTOMOBILE COVERAGE - (if used before, during, or after the event)**

- Limits -  
\$250,000 each person/\$500,000 each accident for Bodily Injury  
\$100,000 Property Damage

or

\$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident

- Must cover Owned, Non owned and Hired Automobiles
- Village of Kimberly and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insured
- Certificate of Insurance must be on file at the Village Clerk's Office

### **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

(If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state)

- Must carry coverage for Statutory Workers Compensation and Employers Liability with limits of  
\$100,000 Each Accident  
\$500,000 Disease Policy Limits  
\$100,000 Disease - Each Employee

- Include coverage for occupational disease, sickness, and death
- Include Broad Form All States Endorsement / other states endorsement
- Include coverage for any liability or claim that may be incurred under US Longshoremen's and Harbor Worker's Act, Admiralty (Jones) Act, and Federal Employee Liability Act
- Certificate of Insurance must be on file at the Village Clerk's Office

**NOTE:** Proof of the required insurance shall be provided by the sponsor to the Park & Recreation Department before approval shall be granted for use of the park for the proposed event.

The Village requires thirty (30) day written notice of cancellation, non-renewal, or material change in the insurance coverage.

## **ADMISSION FEES**

1. The sponsor of an event must indicate at the time of registration if admission will be charged for an event and the event prices.
2. The sponsor will be responsible for providing a detailed plan for admission control, and will be responsible for the control of all accesses.
3. All fencing and barriers required for admission will require prior approval per the conditions of this agreement.

## **INCLEMENT WEATHER**

Should inclement weather require an event to be canceled, postponed, or rescheduled, the sponsor shall be responsible for all rental fees and conditions of this agreement.

## **VIOLATIONS**

1. Any violation of the above rules and regulations may subject all permits to be revoked, and the event to be canceled or terminated by the Village of Kimberly, without any liability to the Village for any anticipated or actual damage or loss incurred. Each sponsor agrees to hold the Village of Kimberly, its employees, representatives, or agents and the Kimberly Amphitheater Board of Directors harmless for any such damage or loss.
2. Any violation of these rules may be grounds for the denial of future requests by the sponsor for the use of the Amphitheater and park facilities.