The Hillside Rental Policies & Procedures

This rental agreement is subject to all local municipal and county ordinances in addition to all rules and regulations referenced below. It is the responsibility of the renter to familiarize themselves with all ordinances not mentioned in this agreement. This agreement can be altered and/or terminated at any time at the discretion of the Outagamie County Parks Department and/or local law enforcement, if the terms of this agreement are misrepresented, violated or when public safety is at risk. The cancellation of this rental "For Cause" will result in a forfeiture of all fees. **Renters must be 21 years of age or older.**

Hours

The Plamann Pavilion is available for rental between the hours of 10:00 a.m. – 10:00 p.m. Premises must be cleaned and vacated by 10:00 p.m. Rental until 12:00 a.m. (midnight) is available for an additional fee of $100/hour but the premises must be cleaned and vacated at the end of your rental period. Rental is not available on New Year's Eve, New Year's Day, Easter, Thanksgiving, day after Thanksgiving, Christmas Eve and Christmas Day.

Reservations

Individuals, Organizations and/or Groups may reserve the Pavilion. The ceremony area may not be reserved without reserving the Pavilion. Reservations are on a first-come, first-served basis and may be made up to 24 months in advance of the rental date by contacting the Outagamie County Parks Office by phone at (920) 832-4791 or stopping in the office. Reservations must be paid in full at the time of booking. The lower level of the Pavilion is not available for reservations and is always open to public use.

Fees

Rental fee and security deposit must be paid in full when making a reservation. Dates will not be held until full payment/deposit is received. All fees associated with a rental are in accordance with the established rate schedule approved by the Outagamie County Board of Supervisors and may not deviate. A full list of fees for the Pavilion can be viewed here.

Cancellations

If a cancellation request is received 90 days or more prior to your rental date, you will receive a 50% refund. If a cancellation is received less than 90 days from your scheduled date, a refund will not be given. Refunds are not issued due to unfavorable weather conditions. Rentals will not be rescheduled due to unfavorable weather conditions. Cancellation policy is enclosed with every rental agreement.

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Key Policy

Building keys for the pavilion must be picked up from the Outagamie County Parks Office no more than 2 days in advance of your scheduled event. Renter must coordinate key pickup with office staff prior to arriving. Keys must be returned to the Parks Office immediately following the event rental period by placing them in the mailbox located outside of the Parks Office front door or by dropping them off in person during regular business hours (Monday – Friday 8:00 a.m. – 4:30 p.m.). Failure to return keys within 24 hours after the rental period ends will result in a loss of deposit. Only the person named on the rental agreement will be allowed to check-out keys and assumes responsibility. Should the keys get lost, or are not returned within 14 days of the due date, renter agrees to pay all costs related to rekeying locks in the building.

Catering

Only "Approved Caterers" may provide catering services to the Pavilion. If you wish to use a caterer not on the list, prospective caterers can get on the approved caterer list anytime by contacting the Parks Office. A caterer must get approved at least 30 days prior to an event they wish to cater. A list of current caterers can be viewed on our website.

Parking

Parking is provided in the parking lot immediately west of the building. This lot is considered a public lot and can be used by the general public for purposes other than visiting The Hillside. Parking and/or driving on grass anywhere in the park is strictly prohibited.

Grills

A commercial stainless steel charcoal grill is available for rent. Grill size is 2' x 5' and rents for $40 plus tax. The use of a grill indoors is strictly prohibited. Grills must have a mat placed underneath to protect the outdoor concrete. A mat is provided with the grill rental.

Alcoholic Beverages

Alcoholic Beverages are allowed with a permit but may not be sold. If you wish to sell alcoholic beverages a special event permit will be required. It is the responsibility of the renter to obtain all permits needed to sell alcoholic beverages within the City of Appleton. Alcoholic beverages must be served only to those individuals 21 years of age or older and must be consumed within the rented space. Renters are responsible for ensuring those consuming alcohol are 21 or older.

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Decorating

Renters must coordinate all decorations with Outagamie County Parks Management prior to an event. **No nails, screws, tacks, staples, push pins, duct tape or glue may be used.** Only painters tape may be used to affix any type of decorations. Only decorations that will not cause damage to the building will be allowed and all decorations must be removed at the end of a rental period. The use of confetti and piñatas are prohibited inside and out. Smoke/Fog/Mist machines are not allowed. Helium balloons are allowed if properly anchored.

Smoking/Fireworks/Candles

Smoking is prohibited inside all county buildings. Anyone smoking outside must maintain a minimum 20-foot distance from a building per ordinance. All types of fireworks including sparklers are prohibited in Outagamie County Parks. No open flame devices which includes candles may be used. Chafers may be used if approved in advance by the Parks Director or designee.

Animals

Domestic animals are prohibited in Plamann Park except those which are part of a special event or activity and written permission has been obtained from the Parks Director or designee. This policy is not applicable to service dogs and police K-9 units. Emotional support animals are not allowed.

Clean Up/Damage

Rental groups are responsible for maintaining the facility during their rental period. The facility must be restored to its original condition following a rental including the removal of all decorations and painters tape. All garbage bags must be removed from the receptacles and disposed of in the dumpster adjacent to the building, if you chose to add the garbage fee or taken with you at the end of the rental period. Tables, chairs, floors, etc. shall be cleaned and cleared. The facility must be properly secured when leaving. Failure to properly clean the premises and/or any damage may result in forfeiture of the security deposit. Lessee may be billed for additional damages and cleaning costs in excess of the security deposit at a rate of **$50/hr** plus materials should the above requirements not be met. It is the renter's responsibility to inspect the facility prior to use and report any damage found.

Rental Party Initial Here_____

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Music

Live bands and DJ's are permitted inside the Pavilion only. A portable PA System (available for rent) may be used in the ceremony area outside of the pavilion at a reasonable level and in accordance with the Outagamie County and City of Appleton noise ordinance(s). Any type of amplified music in Plamann Park requires a permit.

Sales/Admission Fees

No person shall sell or offer for sale any food, beverage, or other commodity or article within any county park property without authorization from the Parks Director. Individuals or groups who receive such authorization are responsible for obtaining all necessary permits/licenses related to their function.

No admission fee, donation, contribution, or other charge shall be made, or permitted to be made or collected by an individual and/or organization, for admission to the rented facility without prior authorization from the Parks Director.

Advertising

Any type of public advertising and/or social media posting for a building rental is considered a special event and a permit must be obtained from the Outagamie County Parks Office at least 30 days prior to the event. Depending on the type of event, additional advanced notice may be required.

Tents/Inflatable Structures

A tent of 12' x 12' or smaller is allowed without a permit assuming it is anchored with weights, sandbags, or stakes not exceeding 6" in length. Tents larger than 12' x 12' are not allowed.

Inflatable Structures are not allowed inside park buildings. Inflatables can be placed outside of a building upon approval of the Parks Director and with a Certificate of Liability Insurance (COI) in general liability naming Outagamie County as an additionally insured. A COI must be submitted to the Parks Office and placed on file at least one week prior to the rental date. Inflatables requiring stakes must be placed in a turf grass area and are not allowed on pavement, concrete, etc. Diggers Hotline must be contacted by renter or by those supplying the inflatable(s). All damage from staking must be repaired by the renter to the satisfaction of Outagamie County Parks.

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Additional Notes

- Facilities are to be used for approved purposes only. Outagamie County reserves the right to inspect premises and facilities at any and all times to ensure proper usage.
- Tables and chairs inside the Pavilion must remain inside. Tables and chairs for 125 people are provided. Maximum capacity for Meeting room "A" is 135 and maximum capacity for Meeting Room "B" is 65. Maximum capacity for the entire event space when rented together is 200. Rentals exceeding 200 people are strictly prohibited.
- Renters wishing to make a Wedding/Multi-Day Rental Package reservation must contact the Outagamie County Parks Office.
- In the event that someone in your rental party activates the fire alarm, a fee ($100) will be charged to the lessee.
- The premise is under video surveillance. Compliance with rental terms may be enforced through a review of video surveillance.

Non-Transferability

The rights and obligations under this rental agreement are non-transferable by the renter, either voluntarily or involuntarily, at any time.

Indemnity

Renter(s) agrees to indemnify, defend, and hold harmless, the County, its officers, officials and employees, from and against all loss or expense including the cost and reasonable attorney's fees and/or liability for damages for personal property damage and/or personal injury, or any violation of law, to the extent caused by any negligent or willful act or omission of renter(s). Outagamie County Parks is not responsible for any lost, stolen, or damaged property during the rental time specified in the rental contract. Renter is responsible for the actions of their guests, and they will be billed for all damages exceeding reasonable cleanup costs. Nothing contained in this agreement is intended to be a waiver or estoppels of the County to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes 893.80, 895.52 and 345.05.

Renter Signature _____ Date _____

Print Name _____

Rental Party Initial Here_____