Port Milwaukee Water Permit Application

DATE OF APPLICATION		**TYPE OF PERMIT**	CHOOSE TYPE
LOCATION OF EVENT			
NAME OF PERMITTEE			
PERMITEE ADDRESS			
CITY, STATE, ZIP			
EMAIL		**PHONE NUMBER**	
***START DATE OF EVENT**		***END DATE OF EVENT**	

*PER DAY WATER PERMIT FEES	
SCUBA DIVING FEE	**$30**
MOTORBOAT RACES	**$70**
WATER SKI OR AQUAPLANE EXHIBITS OR AQUATIC EVENTS	**$70**
EXHIBITION SPEEDBOAT TRIALS	**$80**
****SEASONAL PERMITS FOR UNDERWATER WORK**	**NO FEE**

*For more information on Boating Permits and fees, please visit THIS LINK, SECTION 81-12.5
*To view Boat Regulations, Milwaukee Harbor, please visit THIS LINK, SECTION 118-80.
**May be obtained from the harbor master at no charge.

DESCRIPTION OF EVENT	
FIREWORKS AT EVENT?*	YES/NO

* The permittee or grantee may be required to submit a Marine Event Permit Application to the United States Coast Guard based on event criteria. It shall be the due diligence of the permittee or grantee to determine if any additional permits are required by the United States Coast Guard.

NUMBER OF DAYS FOR EVENT: _____

PERMIT FEE: $ _____

TOTAL FEE FOR EVENT: $ _____

NO

-ALL INFORMATION BELOW TO BE FILLED OUT BY PORT STAFF-

☐ **APPLICATION APPROVED** ☐ **APPLICATION DENIED**

_____

Benji Timm – Municipal Port Director

Port Milwaukee Water Permit Application Instructions

The following is required to accompany your completed application:

1. **Your permit fee must be paid in full with your application.**
   Checks should be paid to Port Milwaukee and sent to:

   Port Milwaukee
   Attn: Administrative Services Coordinator
   2323 S. Lincoln Memorial Drive Milwaukee, WI 53207

2. **PROOF OF INSURANCE as required and specified in City Ordinance 118-80-8-a-3:**
   The permittee or grantee shall agree to hold the City of Milwaukee harmless from any and all claims and causes of action arising out of damages to persons or property by reason of granting such permit.

   The permittee or grantee shall file with the Board of Harbor Commissioners a certificate of insurance indicating the permittee or grantee holds a public liability policy… as will adequately cover bodily injury and property damage but shall not be in excess of $500,000 covering bodily injury to more than one person, $100,000 covering bodily injury to more than one person during the event, $100,000 covering property damage to any one owner and $200,000 covering property damage to all owners in any one event.

   The insurance certificate holder should be listed as:
   City of Milwaukee Board of Harbor Commissioners
   2323 South Lincoln Memorial Drive
   Milwaukee, WI 53207

3. **NOTARIZED AFFIDAVIT OF RELEASE TO THE PORT (City of Milwaukee) as specified in City Ordinance 118-80-8-a-2:**
   The permittee or grantee shall agree to hold the City of Milwaukee harmless from any and all claims and causes of action arising out of damages to persons or property by reason of granting such permit.

4. **APPLICATION DEADLINE**
   Port Milwaukee may reject any application received less that ten (10) business days prior to requested dates.

Port Milwaukee Water Permit Application
Hold Harmless Agreement

Company/Person Name: _____

Address: _____

City: _____ State: _____ Zip: _____

This hold harmless agreement is executed by the above named Company/Person ("Permittee") pursuant to MCO 118-80-8-a-2 as a prerequisite to the City of Milwaukee ("City") issuing an aquatic event permit ("Permit") to Permittee.

Permitee shall indemnify City and its officers, agents and employees for all losses, damages, costs, expenses, judgments, accrued interest, liabilities, or decrees arising out of any claim, action in a court, or proceeding before an administrative agency that is brought against City or any of its subcontractors, officers, agents, or employees for the acts or omissions of Permitee or any of its subcontractors, officers, agents, or employees in whole or in part in the performance of the covenants, acts, matters or things covered by the Permit, or for injury or damage caused by the alleged acts or omissions of Permitee or any of its subcontractors, its officers, agents or employees.

City will, at its sole option, decide whether to tender the defense of any claim, action in court, or proceeding before an administrative agency in which Permitee has a duty to indemnify to Permitee or Permitee's insurer and upon such tender it shall be the duty of Permitee and Permitee's insurer to defend such claim, action, or proceeding without cost or expense to City or its officers, agents, or employees using counsel selected by Permitee and Permitee's insurer and approved by City. Permitee shall not settle any claim, action in any court, or proceeding before an administrative agency relating to City unless City consents to the settlement in writing.

Authorized Signature: _____

Printed Name: _____ Date: _____

Subscribed to before me on this _____ day of _____ , 20 _____ , at

_____ County, _____ State.

_____
Notary Public Signature

_____
Printed Name

My commission expires: _____

(SEAL)