



SPECIAL EVENT PERMITS TERMS AND CONDITIONS

EVENT APPLICATION APPROVAL. If your application is approved, you will receive an Event Confirmation Approval Letter from the City. The Event Application, these Terms and Conditions and the Event Confirmation Approval Letter together constitute the Special Event Permit. The Event Confirmation Approval Letter will identify the location for your Event ("Permitted Area") and shall include the dates and Permitted Area for your Event, the amount of the Special Event Permit Fee, the Security Deposit, the set up and break down times, and the number of complimentary tickets required, if any.

PERMITTED AREA. You agree to take the Permitted Area in its "as is" condition. All booths, stages, vendors, port-o-lets, etc. shall be placed in locations on the site which are designated by the City for such purposes so as not to cause damage to the landscaping or foliage on the site. No heavy equipment, motor vehicles or large vessels shall be brought or permitted on the site. All tents must be weighted down with cement buckets; stakes may not be used. No driving of any vehicle shall be permitted within the Meyer Amphitheatre as it may result in tire ruts and may cause damage to the underground drainage system. You agree to pay to the City as liquidated damages, and not as a penalty, \$500.00 per vehicle that drives into the Meyer Amphitheatre and \$500.00 per staked tents for any repair costs that the City may incur and the City may apply the Security Deposit as liquidated damages. The Permitted Area must be restored within 48 hours of the conclusion of the Event at your expense. A final inspection will be conducted by the City immediately prior to the Event to ensure that the location of booths, port-o-lets, stages, etc. are in accordance with the approved site plan. You are required to have a restroom attendant stationed inside each of the permanent restrooms (male and female), if any, within your Permitted Area during the Event. All food vendors must have grease protective covers over pavers. You may use electric tiki torches only; no fire or gas torches shall be allowed at any time within the Permitted Area. You shall not obstruct the visibility of the waterfront during set up and break down of the Event. Any portolets placed in the city commons area must be screened from view by fencing, lattice, or other screening.

SPECIAL EVENT PERMIT FEE. The special event permit fee is calculated using a point system based on the information provided in your application. Fees range from \$50.00 to over \$15,000.00. Factors include, but are not limited to, the time of year, duration of the event, time of the event, type of event, site, and road closures. The fee is due 6 weeks prior to the Event.

SECURITY DEPOSIT. Security Deposits are due 3 months prior to the Event. For events that apply less than 6 weeks

prior to the Event, the Security Deposit is due upon notification of approval by the City. The amount of the deposit is determined by a point system and ranges from \$500.00 to \$10,000.00 based on the impact of the Event.

REFUND OF SECURITY DEPOSIT. The Security Deposit will be refunded within 30 days following the Event if you complied with all conditions of the Special Event Permit. The City shall have the right to deduct any charges for services rendered or damages caused from the Security Deposit. In the event the Event is canceled more than 6 weeks in advance, fifty percent (50%) of the deposit will be refunded. The deposit will not be refunded if the event is canceled by you within 6 weeks of the first day of the Event.

RESERVATION OF DATE. If a date that is currently reserved by you has been requested by another applicant, you have 5 days after notice from the City that the date reserved has been requested by another applicant to submit your Security Deposit to the City. If your deposit is not received within 5 days of notice from the City, the reserved date shall be released and made available to other applicants.

POLICE AND EMS FEES. Police officers and EMS personnel shall be required to be at each location deemed necessary by the City to maintain order and protect persons and property during the Event. The cost for providing off-duty police services shall be the rates currently in effect as established by the Police Department, with a minimum of three hour shifts, and by Fire Rescue. You shall pay the estimated costs for police to be provided by and paid directly to the West Palm Beach Police Department. The estimated EMS charges shall be paid to directly to West Palm Beach Fire Rescue not less than 14 days prior to the Event. If the actual costs for Police and EMS services are less than the estimated amount, the excess amount will be refunded. If the actual costs are greater than estimated, the City will invoice you and you shall pay the amount within 14 days of the conclusion of the Event. If you fail to pay this amount, the City shall have the right to apply the Security Deposit.

ADDITIONAL EVENT FEES. Within 30 days of the conclusion of the Event, you shall pay to the City all expenses incurred by the City for services provided for the Event including sanitation, extra parking meters, and any other services required in the City's staffing of the Event. You shall also pay the City for an on-call Community Events Division employee at the rate of \$22.00 per day during the Event, Sunday thru Saturday, including holidays. If the employee is actually called out, they shall receive overtime pay at the rate of one and one half times base pay for actual time worked and shall be guaranteed a minimum of two and one half hours of pay at such rate. Employees who are not

on stand by, but are called out, shall be paid at the rate of one and one half time base rate of pay for actual time worked and shall be guaranteed a minimum of two and one half hours of pay at said rate. There will be no fee charged for administrative time and every effort will be made by the City to perform administrative services during regular City work hours.

SET UP/BREAK DOWN TIMES. If you commence set up of the Event within the Permitted Area prior to the date and time specified in the Event Confirmation Approval Letter or fail to complete the breakdown of the Event by the date and time set forth in the Event Confirmation Approval Letter, including removal of all materials and equipment and restoration of the Permitted Area, you agree to pay to the City, as liquidated damages and not as a penalty, \$100.00 for each hour that the Permitted Area is occupied prior to the commencement of the set up period or after the expiration of the breakdown period. The City may apply the Security Deposit as liquidated damages in connection herewith.

INDEMNIFICATION. You agree to indemnify, defend, save and hold harmless the City and its officials, agents and employees from any claim, demand, suit, loss, cost or expense or any damages which may be asserted, claimed or recovered against or from the City or its officials, agents and employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with your use of the Permitted Area or the condition of the Permitted Area including those arising during the set up and breakdown of the Event. This indemnification includes, but is not limited to, compliance with the terms and conditions of the Special Event Permit, your operations and use of the Permitted Area or any act or omission of you, your agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. You further agree to indemnify, defend, save and hold harmless the City and its officials, agents and employees from any claim, demand, suit, loss, cost or expense or any damages arising out of or relating to your failure to obtain all necessary performing rights and licenses (BMI, ASCAP and SESAC).

INSURANCE. You are required to obtain and keep in force at all times during the period for which privileges are granted by the Special Event Permit, a policy or policies of public liability and property damage insurance, protecting the City, its officers, agents and employees against any and all liability due to death, injury or damage to property arising out of, or any way incidental to your operation. You agree to provide the policy or policies in comprehensive form in an amount not less than \$1,000,000, combined single limit, per occurrence, bodily injury, including death and property damage. The policy shall contain broad form contractual coverage applicable to the Special Event Permit and, if alcohol will be sold, possessed or consumed at the Event, liquor liability with minimum amounts not less than that required for bodily injury and property damage. The City shall be named as an additional insured on all required policies and a certificate of insurance evidencing the

required coverage shall be submitted to the City at least 14 days prior to the Event.

ALCOHOL PERMIT. If you are selling alcohol at the Event, you must submit a copy to the City of the alcohol permit issued by the Division of Alcoholic Beverages and Tobacco at least 14 days prior to the Event.

GLASS CONTAINERS. No glass containers shall be allowed at the Event.

ROAD CLOSURES; PARKING. You may have to supply a maintenance of traffic plan at the request of the City's Traffic Engineer. You will be required to pay for any parking meters bagged at your request which range from \$10.00 to \$20.00 per day depending on the location. All Parking Fees for bagged meters shall be due within 14 days of the conclusion of the Event.

FINAL SITE MAP. Not less than 14 days prior to the set up date, you shall provide to the City the following: (a) a final detailed site plan for the Event showing the location of any tents, port-a-lets, parking stages, booths, etc. and the times when such will be constructed and dismantled. Such site plan shall be subject to the review and approval by the appropriate City departments who are authorized to require you to make revisions to your plan. You shall make such revisions and adjustments as requested by the City. Any further changes made to the revised site plan by you after the review by City departments must be approved by the City; (b) a description of all activities and events to occur on the Permitted Area during the Event; (c) a copy of all service contracts for the Event; (d) the home and business numbers of your corporate officers; and (e) any other information required by the City's Community Events Manager. You also may be required to provide security badges, master gate keys and complimentary tickets to the Event to the City.

NOTIFICATION LETTERS. You are required to notify all property owners and businesses adjacent to the Permitted Area 30 days prior to Event set up. The City shall approve all written notices prior to release.

INSPECTION OF PERMITTED AREA; RESTORATION. You and a representative of the City shall inspect and document the condition of the Permitted Area on or before commencement of set up. Photographs of the Permitted Area shall be taken. You must restore the site to a condition equal to that existing on the date of the inspection and pay all costs for the repair and replacement of City property which is necessary due to this Event. You agree to repair all core drilling holes in the asphalt, concrete and all other surfaces made to facilitate the erection of barriers, stages, fences, pilings and other improvements to the Permitted Area according to City standards within 72 hours of the conclusion of the Event. If any such holes are not repaired, it is understood that the City will have the right to complete the work and charge you for the costs.

ENTERTAINMENT. You shall be solely responsible for all contracts or agreements of any nature for entertainment for the Event. All contracts for entertainment shall be negotiated

by you and secured at your sole expense. The City shall not be named as a party in any contract for entertainment provided in conjunction with the Event. And the City shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Event. You represent and warrant that you shall have, prior to the Event, all necessary performing rights and licenses (BMI, ASCAP, SESAC) and shall ensure that all performance payments required to be made under such licenses are made promptly and directly to the licensing organizations. In the event that you fail to obtain licenses as required hereunder, you shall be responsible for payment to the City of all license fees incurred for the Event. The City shall have no responsibilities to any performing rights licensing organization for any performances during the Event.

FEDERAL, STATE, COUNTY AND CITY REGULATIONS.

You shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations. You shall obtain at your own expense all required licenses and permits.

RECYCLING. You agree to use your best efforts to recycle materials.

SANITARY AND FOOD REGULATIONS. Sanitary and food facilities shall be provided by you in accordance with applicable laws and regulations of the Florida Department of Environmental Protection, Department of Business and Professional Regulation and the Palm Beach County Health Department. You shall ensure that any and all grease remaining after the Event by the food vendors is properly disposed of in accordance with applicable laws. In the event you fail to properly dispose of the grease, the City will charge you for the cost incurred by the City to do so and shall have the right to apply the Security Deposit.

CONCESSIONAIRE RIGHTS. You shall have exclusive concessionaire rights within the Permitted Area during the Event.

NON DISCRIMINATION. You and your concessionaires shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee or customer because of race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation.

ADA ACCESSIBLE. You are responsible for ensuring that the Event site is accessible in compliance with the requirements of the Americans with Disabilities Act.

DEFAULT. In the event of a failure to comply with any provisions of the Special Event Permit, the City may exercise any and all remedies herein enumerated or permitted by law, including the termination of the permit without notice or opportunity to cure. Default shall include failure to pay the Special Event Permit Fee or any portion thereof when due; abandonment of the Permitted Area or any part thereof; failure to carry the required insurance; or the return of any checks given by you due to insufficient funds.

CLEANING OF PERMITTED AREA. You shall be responsible for all clean up of the Event site and a one block radius. The City reserves the right to approve the company selected by you to provide the clean up services at least fourteen (14) days prior to the Event.

TERMINATION. The City shall have the right to terminate the Special Event Permit at its sole option at any time for convenience, with or without cause and without penalty, upon 7 days prior written notice.

CROSS MARKETING OPPORTUNITIES. The City shall be permitted to provide two 8 foot banners advertising the Downtown Waterfront to be hung in mutually agreeable, high visibility areas within the Event site. The City shall also be permitted to provide materials or items promoting the Downtown Waterfront for inclusion in the Event's information booths, vendor information materials, participant information materials, etc. The City shall also have the right to one 10X10 booth space, in a mutually agreeable, high visibility area within the Event site, to promote the Downtown Waterfront.

AMPLIFIED SOUND RESTRICTIONS. The use of amplified sound, generators, refrigerated trucks and fence installation and removal is prohibited between the hours of 11:00 p.m. to 7:00 a.m. Friday and Saturday and between the hours of 10:00 p.m. to 7:00 a.m. Sunday through Thursday.

NOISE REGULATIONS FOR EVENTS AT THE MEYER AMPHITHEATER. All special events permitted at the Meyer Amphitheater (Amphitheater) shall be limited to a continuous airborne sound level not to exceed 100 dBA as measured no closer than 80 feet and no farther than 100 feet from the Amphitheater's stage.

The City will provide to you a sound meter with NIST calibration to have at the sound booth or other designated area no closer than 80 feet and no further than 100 feet from the Amphitheatre stage. You are responsible for managing the sound levels with this instrument. You will "check out" and return the sound meter to the Community Events Division. It is your responsibility to return the sound meter in the condition received or the cost of the sound meter shall be deducted from your Security Deposit.

For events that start after 8:00 a.m., you shall perform a sound check within one hour prior to the scheduled start of the event and shall set your equipment to a sound level that is not more than 100 dBA. For events that start prior to 8:00 a.m., you shall perform a sound check the day before the event anytime from 8:00 a.m. to 10:00 p.m. Sunday through Thursday or 8:00 a.m. to 11:00 p.m. Friday and Saturday.

Whenever the City observes a violation of this provision, the City shall issue a warning to the individual, or individuals, responsible for the violation. The warning shall state the dBA readings obtained during measurement and shall inform the individual or individuals that the generated sound level at the Amphitheater must be reduced within five minutes. Thereafter, each re-measurement that exceeds 100 dBAs shall constitute a separate violation.

If a second offense occurs, at any of your events anytime within 90 days of issuance of a warning, you shall pay damages to the City in the amount of \$250.00. For the third offense and each offense thereafter which occurs at any of your events anytime within 90 days of issuance of a warning, you shall pay damages to the City in the amount of \$1,000.00 for each subsequent offense.

All technical definitions not defined herein shall be in accordance with the applicable publications and standards of the American National Standards Institute.

LIMITATION OF LIABILITY. You agree that the City's liability for any cause of action for money damages due to an alleged breach by the City of the Special Event Permit shall not exceed, in total, \$5,000.00. You agree that the City shall not be liable to you for damages in an amount in excess of \$5,000.00 for any action or claim for breach of contract arising out of the performance or non performance of any obligations imposed upon the City by the Special Event Permit. Nothing contained herein is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

GOVERNING LAW. The Special Event Permit shall be governed by the laws of the State of Florida and venue shall lie in Palm Beach County.

ATTORNEYS FEES. In the event the City is required to file legal action against you to collect any amounts due under the Special Event Permit, the City shall be entitled to its costs of collection, attorneys' fees and cost, and interest at the maximum rate allowable by law.

NOTICES. Any and all notices to you under may be given or served by certified or registered mail, or electronic transmission producing a written record, to the address set forth in your application. Any and all notices to be given to the City may be given or served by certified or registered mail, or electronic transmission producing a written record, addressed to Mary Pinak, Community Events Manager, City Hall, 3rd Floor, West Palm Beach, FL 33401.

PERMIT MODIFICATIONS. The Community Events Manager is authorized to modify, alter or waive any minor requirements, conditions or provisions of the Special Event Permit if in the best interest of the City in order to facilitate the safe or efficient implementation of the Event.