



THE CITY OF MARATHON

10045-55 Overseas Highway
Marathon, Florida 33050
Telephone: 305-743-0033
Fax: 305-743-3667

CITY USE ONLY
Approved: (initial and date) _____
Community Svc: _____
Zoning: _____
Fire Chief: _____
Building: _____
Sheriff's Dept: _____
Legal: _____
City Manager: _____

EVENT PERMIT APPLICATION

Public Assemblies are regulated by Section 10.5 of the City Code. A Public Assembly is defined as an outdoor gathering in temporary structures, by individuals of the general public, with or without admission fees, when anticipated daily attendance is expected to exceed 250 people per day, and which occurs on more than one day per calendar month.

Application shall be submitted not less than nine (9) days prior to the commencement date of the event.

APPLICANT: Names and addresses of all corporations, associations or individuals who will be promoting, holding or operating said event/exhibition. Attach additional sheet if necessary. List local and permanent address of individual and/or corporation and list principal officers.

Name and Title

Address and Telephone

Name and Title

Address and Telephone

Name and Title

Address and Telephone

TYPE OF EVENT:			
<input type="checkbox"/> Music	<input type="checkbox"/> Parade	<input type="checkbox"/> Art Show	<input type="checkbox"/> TV Commercial
<input type="checkbox"/> Movie/Filming	<input type="checkbox"/> Athletic	<input type="checkbox"/> Other (specify) _____	

EXTRAORDINARY USES:			
<input type="checkbox"/> Animals	<input type="checkbox"/> Firearms	<input type="checkbox"/> Explosives/Fireworks	<input type="checkbox"/> Road Closures
<input type="checkbox"/> Tents/Temp. Structures	<input type="checkbox"/> Aircraft	<input type="checkbox"/> Cooking	<input type="checkbox"/> Other (specify) _____

The above uses may require a permit from the Fire Marshal and/or The City of Marathon Building Department.

Beneficiary of the event (if any): _____

LOCATION: (Exact location where event will be held)

Street Name: From: _____ To: _____

or;

Location Address: _____

If the location(s) utilize private property, proof of ownership permission to utilize the property must be submitted.

Does this event utilize any school zones/property? Yes No **If yes, please list location(s)**

Use of School Zones during posted times is not permitted.

Street Closure required. Times: _____ Location: From: _____ To: _____

Staging Area required. Location: _____

All street closures shall comply with MUTCD standards.

Parking Requirements (specify proposed locations): _____

DATE AND TIMES: (List all dates and periods of time on each date that event will be held)

Rain Date: (if any) _____

SIZE: (Estimated number of performers/participants and spectators)

Participants: _____ Spectators (per day): _____ (per hour): _____

FACILITIES: Are adequate facilities available for participants and spectators on premises for:

A. Sanitary?

Describe facilities: _____

B. Garbage Waste?

Describe facilities: _____

Food will be served or available for purchase yes no

Type of cooking facilities to be used: _____

INSURANCE:

Prior to the event, a Certificate of Liability Insurance must be filed with the Office of the City Clerk. The City shall be named as Certificate Holder and the minimum coverage limits shall be:

General Liability		Automobile Liability	Excess Liability
Gen. Aggregate	\$2,000,000	All Autos/Combined	Umbrella Form
Products	\$2,000,000	Single limit	Each occurrence
	\$1,000,000	\$1,000,000	
Pers/Adv Injury	\$1,000,000		Aggregate
	\$1,000,000		
Each Occurrence	\$1,000,000		
Fire damage	\$ 50,000		

REQUIRED ATTACHMENTS:

1. Plan for traffic management.
2. Plan for crowd control.
3. Plan for waste disposal.
4. List of police and fire protection facilities available at or near site.
5. Certificate(s) of Insurance.
6. Hold Harmless Agreement (approved city form).

CONSUMPTION AND/OR SALE OF ALCOHOLIC BEVERAGES ON PUBLIC PROPERTY IS EXPRESSLY PROHIBITED UNLESS A VALID TEMPORARY PERMIT FROM THE STATE OF FLORIDA DIVISION OF ALCOHOL AND TOBACCO HAS BEEN ISSUED FOR THE EVENT.

The City Manager or his designees shall have the authority to determine if police and/or fire/EMS personnel will be required to be in attendance during this event. In such instance, the applicant will be solely responsible for the hiring of off-duty Monroe Sheriff office personnel and/or The City of Marathon Fire Department personnel only. Waste (garbage) receptacle collection shall be provided.

Applicant covenants and agrees that it will indemnify and hold harmless the City and all of the City's officer's, agents, and employees from claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by applicant during the performance of the event, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject.

Name	Title	Date
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Signature - Officer of Corporation with Corporate Resolution
Authorizing execution and Binding Corporation

The City of Marathon reserves the right to revoke this permit at any time for non-compliance of applicable codes and/or unsafe conditions or acts.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Use, Indemnification and Hold Harmless Agreement (the "Agreement") dated this ____ day of _____, 20____, executed by _____ (the "Indemnitor") in favor of the City of Marathon, Florida (the "City").

WITNESSETH

WHEREAS, The Indemnitor has applied to the City for a Permit to hold an event on City property located at _____ (the "Property"); and

WHEREAS, as a condition of approval of the Permit, the Indemnitor has agreed to provide this Indemnification and Hold Harmless to the City, including the insurance provisions.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees:

1. Indemnification and Hold Harmless. The Indemnitor covenants and agrees that it will indemnify, defend and hold harmless the City, its elected officials, its employees, agents, consultants, legal counsel, and volunteers from any and all claims including bodily injury or property damage, liabilities, losses, damages, fines, costs, fees, and expenses including attorney's fees and costs (at both the trial and appellate levels) arising out of or in any way relating to the Indemnitor's activities upon the Property including, without limitation claims of third parties for property damage or for bodily injuries and any and all expenses or obligations including reasonable attorneys' fees and costs.

2. Insurance. The Indemnitor hereby represents to the City that it has obtained the required insurance naming the City as an additional insured for the minimum coverage amounts specified by the City Manager and has provided the City with a Certificate of Insurance. The Indemnitor further represents that the Insurance Certificates delivered to the City are in full force and effect and shall not be cancelled prior to the event.

3. Clean-up. The Indemnitor shall be responsible for maintenance of the Property. The Indemnitor shall remove all trash and debris accumulated during the event from the Property and shall return the Property to the City in the same condition as received. If the Property is not returned in the same condition, Indemnitor agrees to pay actual costs of clean up.

4. Personal Property. All personal property placed at the Property by the Indemnitor shall be at the risk of the Indemnitor and the City shall not be liable for any loss or damage to the Indemnitor's personal property located thereon for any reason whatsoever. The Indemnitor's agrees and understands that the City does not and shall not carry liability, theft or fire insurance on said property to cover the Indemnitor's interest therein.

5. Survival of Terms. The hold harmless and indemnifications provided in this Agreement shall survive termination of the Permit.

6. Release. The Indemnitor shall additionally hold harmless and release the City Manager or his designee from any claims for damages, including but not limited to economic consequential or other monetary damages suffered by the Indemnitor, in the event that the City Manager or his designee revokes the Permit or otherwise stops the event due to the Indemnitee's violations of any conditions of the Permit, applicable laws or City regulations.

7. Successors or Assigns. This Agreement shall be binding on the Indemnitor's successors, assigns or heirs and run in favor of City's successors and assigns.

IN WITNESS WHEREOF, Indemnitor has executed this Agreement.

INDEMNITOR:

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is (check one) [] personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida

My commission expires:

Print of Type Name of Notary Public



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www.ci.marathon.fl.us

Attached is the Application for City of Marathon Facility Use/Special Event Permit. It is very important that you read and comply with the following:

- You must fill out the application completely, with proper signatures.
- Indemnification and Hold Harmless Agreement signed and **NOTARIZED**. (if a Corporation the President or Vice President will need to sign).
- Any questions you answer “**YES**” to must have an explanation.
- A certificate of liability insurance for all parties involves listing the City of Marathon as co-insured. (helicopters, cranes, subcontractors, etc.)
- A site plan (drawing) **MUST** be submitted with your application. A sketch specifying the location and contour of the special event area, pedestrian access, number and location of the vendor display areas, barricade locations, special signage locations, traffic and parking patterns (included handicap accessibility), location of port-a-potties, location of outdoor music or other devices necessary to maintain public safety.
- Letter of approval (coordination and or inspections) from the following:
 - _____ Proof of ownership or written authorization from owner of the property designated special event.
 - _____ Fire Department 305-743-5266 Fire inspection, coordinated with the Fire Department.
 - _____ Sheriff's Department 305-289-2430
 - _____ Companies providing services such as port-a-potties, garbage etc.
 - Tent structures, need to provide flammability certifications.
 - Alcohol license. (see
 - City Council approval. (meeting minutes)*
 - Monroe County Commissioners approval.(meeting minutes)*
 - F.D.O.T. Permits. (road closures)*

Permits needed:

- Electrical permit, by a licensed electrician, when power is needed on a particular field or park.

* Required approval depending on the property (City Council, F.D.O.T., County Commissioners etc.)



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May 10, 2005

NOTICE CITY PROPERTY USE TENT ERECTION

All of the City Parks in Marathon (with the exception of the Events Field) have underground irrigation and wiring running to the controller and pump.

Any tent setup will have to use weights or barrels with water for holding the tent in place. **NO STAKING IS ALLOWED. THERE WILL BE NO EXCEPTIONS.**

An example; the irrigation system at Sombrero Beach cost \$49,390. We take our stewardship very seriously and do not want these systems compromised.

The above information pertains to all City Parks and Beaches with the exception of the Events Field.

The Events Field only has irrigation and wiring on the berms. The center of the field is okay for tent staking.

ALL CITY USE PERMITS AND SPECIAL EVENTS PERMITS MUST FOLLOW THESE DIRECTIONS. NO EXCEPTIONS



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NOTE:

IN PAST YEARS THE CITY OF MARATHON CITY COUNCIL HAS AGREED TO PROVIDE ADDITIONAL POLICE AND FIRE/AMBULANCE SERVICES PAID OUT OF THEIR CONTINGENCY BUDGET.

THE 2006-07 CONTINGENCY BUDGET FOR CITY COUNCIL HAS BEEN REDUCED BY \$20,000.

IT WILL BE NECESSARY FOR YOUR ORGANIZATION TO CONTRACT DIRECTLY WITH POLICE AND FIRE/AMBULANCE SERVICES FOR YOUR EVENT AND BUDGET FOR THE EXPENSE.

PLEASE CONTACT FIRE/AMBULANCE SERVICES AT 743-5266.

PLEASE CONTACT POLICE SERVICES AT 289-2430.