



CITY OF
MARATHON, FLORIDA

9805 Overseas Highway, Marathon, FL 33050
Phone (305) 743-0033 Fax (305) 743-3667 www.ci.marathon.fl.us

Special Event Permit Application

(During off hours, a \$50.00 refundable key deposit is required)

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

Event Name and Organization: Marathon Hemp & Arts Festival / Southern Atlantic Hemp, Inc.

Address: 250 Pharr Road #1311

Phone: 828-634-1090 Alt Phone: 404-938-4343

Event Contact Person: Donald Pickett

Address: 250 Pharr Road #1311 Atlanta, Ga 30305

Phone: 828-634-1090 Alt Phone: 404-938-4343

Name and Title: Donald Pickett - Director

Address: 250 Pharr Road #1311 Atlanta, Ga 30305

Phone: 828-634-1090 Alt Phone: 404-938-4343

Type of Event

- Music
- Parade
- Art Show
- TV Commercial
- Movie/Filming
- Athletic
- Other (specify):

Extraordinary Uses:

- Animals
- Firearms
- Explosives/Fireworks
- Road Closure
- Cooking
- Tent/Temp Structure
- Aircraft
- Other (specify):

LOCATION: (Exact location where event will be held)

Street Name: 200 Ocean, 36th Street From: 10am To: 10pm
Or

Location Address: 200 Ocean, 36th St, Marathon, FL 33050

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? No Yes (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: Marathon Park Amphitheater

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)

1/30 - 4pm until 10pm (11pm)
2/1 - 10am until 10pm (11pm)

Alt/Rain Date: No

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

Participants: 50 Spectators (per day): 1000

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

A. Sanitary? Describe facilities whatever is required

B. Garbage Waste? Describe facilities dumpster and trash barrels

Food will be served or available for purchase Yes No

Type of cooking facilities to be used: Food truck vendors

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
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 signature below acknowledges receipt of the Policy and Procedures for events that has been attached at the end of this document.

Donald Pickett

10/22/19

Name and Title

Date

Donald Pickett

Digitally signed by Donald Pickett
DN: cn=Donald Pickett, o, ou, email=don@sahae.org, c=US
Date: 2019.09.12 14:05:41 -04'00'

Signature

Officer of Corporation with Corporate Resolution Authorizing execution and Binding Corporation

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.

Donald Pickett

10/22/2019

Name and Title

Date

Donald Pickett

Digitally signed by Donald Pickett
DN: cn=Donald Pickett, o, ou, email=don@sahae.org, c=US
Date: 2019.10.22 15:08:33 -04'00'

Signature

Officer of Corporation with Corporate Resolution Authorizing execution and Binding Corporation

CITY OF MARATHON



CITY OF MARATHON, FLORIDA

Request For Use of City of Marathon Property

1. Name Southern Atlantic Hemp & Arts Expo
Address 250 Pharr Road #1311 Atlanta, Ga 30305
Phone Number 404-634-1090 Alt Phone Number: 404-938-4343

2. Specific City property and/or specific part of requested area for use:
Amphitheater & vending area

3. Requested Date(s): January 30 - February 1st
Start Time: 4 pm Friday 10am Saturday Finish Time: 10pm

4. Alternate Date(s): 2/8 - 2/0
5. Name and brief description of event:
A free festival focusing on the new Hemp industry with boutique CBD companies from the Southeast showcasing their products. Also an arts festival, with some music.

6. Expected number of Participants: 1000 - 1500 patrons through the event

7. Plans for alcohol consumption: Open but not required

8. Utilization of BBQ Grill: [] Yes [x] No

9. Are you going to use electricity? [x] Yes If yes, for what purpose: Vendor Booths [] No
* Music shall be maintained at sound levels as not to interfere with other park patrons and surrounding neighborhoods.

10. Will there be a bounce house: [] Yes [x] No

11. Clean up provisions, assurances and state if any improvements are to me made to the facility:
Clean up team within our staff to provide constant policing for trash

12. Previous history of holding similar events:
The is new industry, however we have produced over 15 music festivals over 20 years
****The City is not responsible for any equipment and/or food stored in City facilities ****

Large Groups or Organizations please complete additional information below:

13. Name of Organization: Southern Atlantic Hemp & Arts Expo Phone Number: 828-634-1090
Address of organization: 250 Pharr Road #1311

14. Coordination with: Sheriff's Department: TBD
Overnight Security: TBD
Trash Service: TBD

Please attach copy of proof of insurance in the amount of \$1,000,000.00 naming City of Marathon as certificate
15. Holder. (Large Groups and Organizations Only)

FOR CITY USE

Hold Harmless: Request Insurance
Approved: Yes No Remarks

9805 Overseas Highway, Marathon, FL 33050

Phone (305) 743-6598 | park@ci.marathon.fl.us | www.ci.marathon.fl.us



CITY OF MARATHON, FLORIDA

Indemnification and Hold Harmless Agreement

This Use, Indemnification and Hold Harmless Agreement (the "Agreement") dated this 22 day of October 20 19, executed by Donald Pickett (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 200 Ocean, 36th St, Marathon, FL 33050 (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 during the event period. The Indemnitor shall remove all trash and debris accumulated during the event period from the Property and shall return the Property to the Contractor 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 event.
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:

Donald Pickett 10/22/19
Signature Date
Donald Pickett
Print Name

Signature Date
Print Name

NOTARY STATE OF Georgia
COUNTY OF Forsyth
Before me, this 23 day of Oct, 20 19, personally appeared Donald Pickett
Who executed this foregoing instrument, and acknowledged before me that same was executed for the purposes therein expresses.
[] Personally Known or [] Produced ID:
Susan D Soinski
Signature of Notary Public - State of Ga
My Commission Expires: 8/11/2020