



Dear Applicant:

Thank you for your interest in having your event at our beautiful City of Marathon Community Park. We are excited to have you and look forward to working with you to produce a successful event.

In order to assist you in obtaining the necessary permits and services, it is essential that you complete the attached Special Event Application and return it to the Parks and Recreation main office, **200 36th Street, Marathon, FL 33050**. You may also scan and email your application to parks@ci.marathon.fl.us. Applications are due a minimum of 30 days prior to your scheduled event.

Please note that all special event applications must be approved by the City Council at one of their regularly scheduled meetings. Your event date and time are not secure until you receive that approval. The Parks and Recreation department will contact the applicant in order to review the application details and needs for the event.

- Incomplete applications will not be accepted. Please do not submit the application until you are able to provide all requested information on the application.
- We encourage you to call the Parks and Recreation department office (305)743-6598 if you have any questions before submitting your application.
- The applicant is responsible for obtaining all necessary permits, providing required insurance documents, and signing an event agreement.
- The City of Marathon reserves the right to revoke this application at any time for non-compliance of applicable codes and/or unsafe conditions or acts.
- Applicant must provide letters of approval/coordination from the following:
 - City of Marathon Fire Rescue
 - Monroe County Sheriff's Office
 - Marathon Garbage Services
 - Permit for the sale alcoholic beverages from State of Florida
 - Port-a-johns confirmation (copy of receipt)
- Applicant must be ready to provide site plan with the following information (if applicable):
 - Plan for parking / traffic management
 - Plan for signage
 - Plan for waste disposal
 - Plan for restroom access (including handicap accessibility)
 - List of all participating vendors and locations for each (food/beverages, merchandise, information)
 - List of volunteers with schedule shifts before, during, and after event
 - Plan for security
 - Plan for sale or distribution of alcohol

Special Event Permit Application

Public assemblies are regulated by Chapter 18, Article III, Division 2 – Public Assembly Permits. 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 any point in time during an event day, and which occurs on more than one day per calendar month.

Event Name and Organization: TSR Adventures, Inc, dos The SMART Ride

Address: 4708 Monroe Street City, State, and Zip: Hollywood, FL 33021

Phone: 323-687-4345 Email Address: tmanning@aceride.com Fax:

Event Coordinator Name: Tom Manning Will be on site? Yes Yes

Title: Producer Cell: 323-687-4345 Email address: tmanning@aceride.com

Additional Contact Name: Todd Delmay will be on site?

Title: Executive Director Cell: 954- 559-1893 Email address: todd@thesmartride.org

Type of Event: Non-Profit

Purpose of event (check one): Fundraiser

Expected number of participants: 400 Spectators: 0 Total anticipated attendance: 400

Has this event been held in the past? Yes

If yes, please list past dates and attendance: 2023 Marks teh 20th anniversary of The SMART Ride

Event Location:

Set-up Date(s): 11/18/2023 Set-up Times: 7:00-8:00am Clean Up Date/Times: 12:00-1:00 pm

Event Date(s): 11/18/2023 Event Hours (open to the public): 8:00am-11:00am

Admission Cost: No If yes, how much? \$

STREET CLOSURE

In most cases the Monroe County Sheriff’s Office will be required to facilitate the closure. The number of officers will depend on the location, type and nature of the closure. The applicant is responsible for hiring the officers and a separate contract will be issued for their service. In some cases, adult volunteers must be stationed at each closure point during the duration of the street closure (including set-up and tear down times – If applicable). Use of volunteers will be determined by the Monroe County Sheriff’s Department.

Will event require street closure? No

Event will occupy: One Lane: Two Lanes: Half of Street: Sidewalk Only:
Start time: End Time:

PARKING PLAN

When planning your event, it is important to consider the impact your event will have on parking in the area. In some cases, a parking management plan will be required if the venue cannot accommodate the number of anticipated attendees. If parking management plan is required, you will be required to identify city owned and/or private parking lots that will be utilized for parking during your event. You must provide letters of approval for any businesses that have agreed to allow you to use their property for parking.

What locations are you planning to use for parking:
Any required parking will occur at Stanley Switlik Elementary School

ACCESSIBILITY

As an event organizer, you are required to comply with all Federal, State, County and City ADA laws applicable to your event per the Americans Disability Act (ADA). All event venues, structures and activities shall be accessible to persons with disabilities.

You need to consider the following access as you plan your event: first aid, information center, parking, clear paths or travel (to and from, and inside the event), restrooms, seating, signage, access to vendors. If all areas are not accessible, directional signage, a map, or program must be provided to attendees indicating the location of accessible restroom, parking, etc.

ALCOHOL MANAGEMENT PLAN

If you are interested in selling or serving alcohol at your event, you will need to submit an application to the Department of Business and Professional Regulation for a permit for the dates requested for your event (include permit with your application packet).

Are you requesting permission to serve alcohol at your event? No

If yes, which? (Check all that apply)

Will the alcohol be sold to the attendees?

Who will serve the alcohol (professional bartenders, volunteers, etc.)?

Is the event open to all ages?

The following rules apply to alcohol service or sales on City of Marathon public property:

If the alcohol area is accessible to all ages, anyone wishing to purchase or consume alcohol must present a current ID, and if that attendee is 21 years or older, they must be issued a non-transferrable wristband. All attendees must present their wristband to be served or consume alcohol.

- Servers must be 21 years of age or older
- Servers may not consume alcoholic beverages while serving.
- Attendees may be served no more than two standard drinks at a time. The City defines one standard drink size as:
 - 12 ounces of beer
 - 5 ounces of wine
- Shots are not permitted
- Alcohol cups must be paper and can be distinguishable from soda cups
- Service must end 30 minutes before the scheduled event end time.
- Non-alcoholic beverages, water and food must be available at the event.

VENDORS

There are three categories of vendors: 1) food/beverage, 2) merchandise and 3) information. Business of Operations Tax (BOT) certificate is required for vendors who wish to sell, expose for sale, or offer for any sale and food/beverage or merchandise in the City of Marathon. You should require each vendor to provide you, the event organizer, with a copy of their BOT (if applicable) and general liability insurance.

Food available for purchase: No

Does your event include food vendors: No If yes, how many?

Does your event include food trucks? No If yes, how many?

Will any of the food vendors or food trucks be cooking or heating food on-site? No

If yes, how many?

What method will be used?

Food Vendors

According to the City of Marathon Fire Rescue the following are required by all food vendors participating in your event:

- Must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (tag showing inspection within 1 year of event date).
- Vendor deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company.
- Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1.
- Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96.
- The Department of Business and Professional Regulation will inspect vendors prior to opening for business. Event staff will coordinate the overall inspection time.
 - Exceptions:
 - Non-profit organizations. The vendor must have a State of Florida Tax Exempt Certificate, issued in the name of the vendor on site.
 - Vendors selling food items not prepared on site, i.e. pre-packaged.
- Concession stands utilized for cooking shall have a minimum of 10ft of clearance on two sides.
- No fuel containers are allowed on the premises.

What is your plan for disposing of grease, charcoal and/or waste water?

Does your event include merchandise vendors? No If yes, how many?

Does your event include information vendors? No If yes, how many?

Merchandise and Information Vendors

According to the City of Marathon Fire Rescue the following are required by all non-food vendors participating in your event:

- A 12 ft. clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles.
- Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFCI protected. NFPA 70
- Generators will be located to the rear of a vendor space, have a fire extinguisher and be sound deadened.
- Must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (tag showing inspection within 1 year of event date).

Will any items or services sold at your event present any unique liability issues (massages, tattooing, piercing, ax throwing, etc.)? No

If yes, explain:

Electricity needed for the event: No

* Electricity will be available in designated areas.

Entertainment: No

If yes, what type of entertainment will be there?

Will your event include amplified sound? No

If yes, what days and times are you requesting amplified sound?

Days (Please circle): MON TUES WED THUR FRI SAT SUN Start Time: End Time:

Describe the sound equipment that will be used at the event:

Will your event include the installation of stages or platforms? No

If yes, how many stages or platforms?

Does your event require fencing or barricades? No

*Include proposed fencing/barricade in your site plan proposal.

WASTE MANAGEMENT/RECYCLING

You are responsible for properly disposing of all waste and garbage throughout the term of your event. Immediately upon conclusion of the event, the area must be returned to a clean condition. Should you fail to perform adequate cleanup or damage occurs to the City property, your initial deposit for damage, clean-up will be used to cover the cost for the clean-up, damage, etc. caused.

Trash containers will be available for use during the event. It is the event organizer responsibility to make sure the trash containers are emptied throughout and the conclusion of the event.

Will the event encourage Recycling and Sustainability?

Applicant will need an approval letter from recycling and waste management company (Marathon Garbage (305)743-5165)

RESTROOMS

You are required to provide restroom accommodations for event attendees. The City of Marathon recommends portable toilet (port-a-johns) for anticipated attendees over 250. When portable toilets are provided, at least one toilet must be ADA accessible. The total number of portable toilets you provide should also take into consideration event duration, whether alcohol and/or food will be served, if children are attending the event and patron gender.

* All Port-a-johns must be removed within 24 hours after the event has ended.

TENTS/CANOPIES/TEMPORARY STRUCTURES

The standard 10x10 canopy is allowed at events without a special permit. There must be a 12 foot space between each cluster of canopies. Canopies can be grouped into groups of 8. Tents that are larger than 200 square feet and canopies that are larger than 400 square feet must be permitted and inspected by the City of Marathon Fire Department. A 12ft clear area must be maintained in front of each vendor site. Temporary vendor tents and/or canopies of 200 sf or less and without food preparation are exempt from fire retardant requirements.

***No STAKES FOR TENTS OR CANOPIES can be used. Either water weights or blocks must be used.**

Will your event include tents or canopies? No

If yes, indicate the number of corresponding size (please include on site map)

SECURITY/SAFETY PLAN

You may be required to hire Monroe County Sheriff's Deputies in order to obtain your permit. The number deputies needed will depend on anticipated attendance, location of the event, presence of alcohol, history of the event, nature of event, and street closures.

- If you are required to hire MCSO deputies, contact MCSO at (305)289-2430 (attach letter of coordination)

FIRE RESCUE:

If Fire Rescue is scheduled for the event, you must contact the Fire Department to determine the number of Fire Rescue workers are needed for the event. If the event is canceled then an event representative must call each department at least 24 hours before the event to notify them the event has been canceled.

CITY USE ONLY	
Approved: (Initial and Date)	
Parks and Recreation Director: _____	Sheriff's Dept.: _____
Public Works: _____	Fire Department: _____
Legal: _____	City Manager: _____

EVENT SET-UP AND BREAKDOWN PROCEDURES

Park staff will be onsite to monitor and provide assistance for event organizers during the event, during set-up and breakdown.

ENTRANCE / SET-UP

1. Vendor vehicles will enter from the SW side of the park near the tennis courts for setup.
2. There will be two volunteers (provided by the event organizer) at gate #1 (near baseball fields) to escort vendors on the field for set-up. (other entry gates may be available at the discretion of event organizer and park staff)
3. Only six (6) vehicles are allowed on the field at one time. (Golf carts will be available for use for set-up at the organizer's expense).
4. Vendors will exit on the southeast side (gate #4) near the amphitheater once they have dropped off their supplies.
5. Large vehicles (semi-trucks, large trailers, etc.) will be escorted to designated areas agreed upon by the event organizer and park staff for setup and during the event.
6. All vehicles must be off the field 30 minutes prior to the start of the event.

BREAKDOWN

1. Vendors need to be completely broken down before the vehicle enters the field at closing of the event.
2. Gates #1 (southwest side) and gate #2 (southeast side) will be used as exit gates after the event is complete. (other exits gates may be available at the discretion of organizer and park staff)
3. Trash cans must be emptied and taken to the dumpster (nightly) or at the conclusion of the event.
4. No one can drive on or off the field until all patrons have left the field.
5. Port-a-johns must be removed off the park grounds no later than 24 hours after the event has ended.

EVENT ITEMS AVAILABLE FOR USE

- Extension cords
- 10x20 & weights
- Tables
- Small bleachers
- Chairs
- Water hose
- Trash cans
- Squares for under water barrels
- Barricades (plastic and metal)
- Recycle bins
- Cigarette butt cans

Indemnification and Hold Harmless Agreement

This Use, Indemnification and Hold Harmless Agreement (the "Agreement") dated this 31st day of July, 2023, executed by TSR Adventures, Inc. (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 US Hwy 1, Mile Marker 60 to Mile Marker 47, Stanley Switlik Elementary School (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:

- 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.
- 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.
- 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.
- 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.
- Survival of Terms** The hold harmless and indemnifications provided in this Agreement shall survive termination of the event.
- 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 Indemnitor's violations of any conditions of the Permit, applicable laws or City regulations.
- 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:

<u>Todd Delaney</u> Signature	<u>7/31/2023</u> Date	_____ Signature	_____ Date
<u>Todd Delaney</u> Print Name	_____ Print Name	_____ Print Name	_____ Print Name

NOTARY STATE OF <u>Florida</u>	
COUNTY OF <u>BROWARD</u>	
Before me, this <u>31</u> day of <u>July</u> , 20 <u>23</u> , personally appeared <u>Todd Delaney</u>	
Who executed this foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.	
<input checked="" type="checkbox"/> Personally Known or <input type="checkbox"/> Produced ID: _____	
Signature of Notary Public - State of <u>Florida</u>	