From: Tom Manning Diane Clavier To:

Cc: George Garrett: Anthony Davis Subject: 2024 The Joy Ride Bicycle Event Date: Thursday, April 18, 2024 8:45:47 PM

City of Marathon special event application TJR24.pdf CityofMarathon14679045.pdf Attachments:

#### External (tmanning@aceride.com)

Report This Email FAQ Protection by EssentialNet Solutions

Diane, It is once again time to begin planning for our annual bike event from Miami to Key West. This year we begin a new brand and a new name. Please see the attached application for The Joy Ride event. Also below is a synopsis of the Ride to provide to the Council.

The Joy Ride replace the 21st annual SMART Ride as a two-day bicycle event that travels from Miami to Key West. The Joy Ride is a fundraising bicycle event with approximately 250 cyclists who each have raised money prior to participating in the event. No fundraising or solicitations will occur during The Joy Ride event. The Joy Ride is a 501c3 non profit event with a mission to raise funds for HIV/AIDS service organizations throughout the state of Florida. The Joy Ride is unique in that it returns 100% of all fundraising dollars to the agencies who provide direct to client services. The Joy Ride provides funding to five agencies throughout the state of Florida.

The Joy Ride coordinates with numerous agencies and municipalities for the annual event including Florida DOT, Monroe County Sheriff, Monroe County Fire Rescue, Monroe County Public Works, Miami Dade County, and each jurisdiction travelled through during the two day journey. The Joy Ride is a self supported event providing overnight lodging at Hawks Cay and route support throughout the 165 mile course with support vehicles and Pit Stop locations located approximately every 15-20 miles along the way. The Joy Ride provides food, hydration, first aid, bike tech, route management and transport when necessary. Cyclists travel on shoulders, bike paths, and bike lanes as they complete the journey to Key West. The Joy Ride exercises every effort tot avoid disrupting traffic or business along the way. The cyclists are staggered along the route and are instructed to travel single file. The Joy Ride is a rules of the road event requiring all cyclists to observe all traffic signs and laws including Stop Signs, Traffic lights, direction of travel and other vehicle codes.

The Joy Ride begins at the University of Miami in Coral Gables and travels 100 miles to Hawks Cay on Day One, Friday November 22, 2024. Day Two continues from Hawks Cay to Key West for 65 miles before ending at the White Street Pier in Key West. The Joy Ride will travel through the City of Marathon on Saturday morning, November 23 between approximately 8:00-11:00am, with a Water Stop location at Stanley Switlik Elementary School.

2024 marks the 21st annual event, and also the first The Joy Ride. We have collectively raised over 15 million dollars, all of which has gone directly to the agencies providing direct client services.

Please let me know what else I can provide to prepare for our annual event taking place November 22-23, 2024.

Thank you Tom Manning **ACE Ride Productions** tmanning@aceride.com 323-687-4345

On Sep 13, 2023, at 9:55 AM, Diane Clavier < <u>Clavierd@ci.marathon.fl.us</u>> wrote:

Good morning Tom,

This was on the consent agenda and was approved by the Council last evening. Also, we had a request for a proclamation and after a few emails, I haven't heard back from anyone regarding when you want the proclamation; at the event? On a Council agenda?

Thank you,

Diane

Diane Clavier
City of Marathon City Clerk

9805 Overseas Highway | Marathon, FL 33050

Office: 305-289-5020

clavierd@ci.marathon.fl.us | www.ci.marathon.fl.us

From: Tom Manning < tmanning@aceride.com >

**Sent:** Monday, July 31, 2023 3:08 PM

To: Diane Clavier < <u>Clavierd@ci.marathon.fl.us</u>>

Cc: George Garrett < Garrettg@ci.marathon.fl.us >; Anthony Davis < Davisa@ci.marathon.fl.us >

Subject: Re: 2023 The SMART Ride Bicycle Event

Diane, Please see the attached application for The SMART Ride event. Also below is a synopsis of the Ride, including details which I hope are sufficient for the Council. Please let me know if anything seems confusing, or if you prefer that I elaborate on any area.

The SMART Ride is a two-day bicycle event that travels from Miami to Key West. The SMART Ride is a fundraising bicycle event with approximately 400 cyclists who each have raised money prior to participating in the event. No fundraising or solicitations will occur during The SMART Ride event. The SMART Ride is a 501c3 non profit event with a mission to raise funds for HIV/AIDS service organizations throughout the state of Florida. The SMART Ride is unique in that it returns 100% of all fundraising dollars to the agencies who provide direct to client services. The SMART Ride provides funding to six agencies in Florida including AH Monroe in Monroe County.

The SMART Ride coordinates with numerous agencies and municipalities for the annual event including Florida DOT, Monroe County Sheriff, Monroe County Fire Rescue, Monroe County Public Works, Miami Dade County, and each jurisdiction travelled through during the two day journey. The SMART Ride is a self supported event providing overnight lodging at Hawks Cay and route support throughout the 165 mile course with support vehicles and Pit Stop locations located approximately every 15-20 miles along the way. The SMART Ride provides food, hydration, first aid, bike tech, route management and transport when necessary. Cyclists travel on shoulders, bike paths, and bike lanes as they complete the journey to Key West. The SMART Ride exercises every effort tot avoid disrupting traffic or business along the way. The cyclists are staggered along the route and are instructed to travel single file. and The SMART Ride is a rules of the road event requiring all cyclists to observe all traffic signs and laws including Stop Signs, Traffic lights, direction of travel and other vehicle codes.

The SMART Ride begins at the University of Miami in Coral Gables and travels 100 miles to Hawks Cay on Day One, Friday November 17. Day Two continues from Hawks Cay to Key West for 65 miles before ending at the White Street Pier in Key West. The SMART Ride will travel through the City of Marathon on Saturday morning, November 18 between approximately 8:00-11:00am, with a Water Stop location at Stanley Switlik Elementary School.

2023 marks the 20th anniversary of The SMART Ride and has collectively raised over 15 million dollars, all of which has gone directly to the agencies providing direct client services.

Thank you

Tom Manning
The SMART RIDE
tmanning@aceride.com

On Jul 10, 2023, at 9:50 AM, Diane Clavier < <u>Clavierd@ci.marathon.fl.us</u>> wrote:

Good morning Tom,

I know we will need to get Council approval. I believe this is the application you will need to fill out <a href="https://www.ci.marathon.fl.us/parksrec/page/special-events-application">https://www.ci.marathon.fl.us/parksrec/page/special-events-application</a>

And the hold harmless

agreement https://www.ci.marathon.fl.us/sites/default/files/fileattachments/planning/page/32395/hold\_harmless\_agreement.pdf

When you fill out the application and hold harmless, please send me a email detailing the event (the day of the event and details) so I may put it on an agenda for approval. We have a mostly newer Council, so the details of the event will be important.

Thanks,

Diane

Diane Clavier
City of Marathon City Clerk

9805 Overseas Highway | Marathon, FL 33050

Office: 305-289-5020

clavierd@ci.marathon.fl.us | www.ci.marathon.fl.us

From: Tom Manning < tmanning@aceride.com >

**Sent:** Monday, July 10, 2023 9:36 AM

To: Diane Clavier <<u>Clavierd@ci.marathon.fl.us</u>>
Cc: George Garrett <<u>Garrettg@ci.marathon.fl.us</u>>
Subject: 2023 The SMART Ride Bicycle Event

Dlane, I hope you are well and enjoying this Post July 4th season in Marathon. I am writing to begin the process of permitting the 20th annual The SMART Ride bicycle event. Last year we had a hiccup with the permit application and thankfully you and Mr Garret were able to guide me through a late permit application.

I believe we discussed a new method for applications for events such as The SMART Ride. I want to be sure I am providing the proper application, and would like your help in guiding me to the proper form. Can you please let me know where to find the appropriate application The SMART Ride bicycle event?

I believe it is the Parks & Rec application, but I am hoping to avoid any confusion this year.

Thank you for your help.

Tom Manning
The SMART RIDE
tmanning@aceride.com
323-687-4345

On Oct 19, 2022, at 10:35 AM, Diane Clavier < Clavierd@ci.marathon.fl.us > wrote:

Okay George said he would write the letter, and we will put it on the Nov. 15<sup>th</sup> Council agenda as an FYI to Council.

From: Tom Manning <a href="mailto:tmanning@aceride.com">tmanning@aceride.com</a>
Sent: Wednesday, October 19, 2022 10:32 AM
To: Diane Clavier <a href="mailto:clavierd@ci.marathon.fl.us">clavierd@ci.marathon.fl.us</a>
Subject: Re: 2021 The SMART Ride Bicycle Event

Diane- Thank you for taking the time to speak with me. I am attaching the permit application from September as well as a Certificate of Insurance for your reference. Please let me know if I can provide any additional information to assist you with this request.

Thank you again for your help.

Tom Manning
The SMART RIDE
tmanning@aceride.com
323-687-4345

On Oct 19, 2022, at 10:23 AM, Tom Manning < tmanning@aceride.com > wrote:

Hilary, I apologize for repeating this request, but I am getting concerned that I have not heard form anyone with the City of Marathon. I am working with the SMART Ride bicycle event which is scheduled to take place November 18-19, 2022. We are now 30 days out form our event and I am hoping to collect a letter of acknowledgement similar to the one attached which we received last year.

I submitted a permit application in July, and again in September. Can you please let me know if you have a record of our application, and what additional steps are necessary to obtain a letter from The City Manager.

Thank you

<361317C1-59D8-4A9B-A4DE-E87B3A69BEA1.pdf>

Tom Manning
The SMART RIDE
tmanning@aceride.com
323-687-4345

On Oct 12, 2022, at 12:31 PM, Tom Manning < <a href="mainting@aceride.com">tmanning@aceride.com</a>> wrote:

Hilary, I hope you are doing well. I m writing to inquire about a letter from the City of Marathon for the 2022 The SMART Ride bicycle event. The ride is scheduled to take place on November 18-19, 2022. I am hoping for a letter from the City of Marathon similar to the one provided last year. I am including the latter provided in 2021 for your reference.

I have submitted permit applications in July and again in September, but I have not heard any response. Attached is a copy of the

permit application. I hope I completed all of the information correctly. Thank you for your help.

<2022 City of Marathon Permit Application.pdf> <City of Marathon Request Letter.pdf> <SMART RIDE Letter of Confirmation.pdf> Tom Manning The SMART RIDE tmanning@aceride.com 323-687-4345

On Jul 23, 2021, at 4:07 PM, Hillary Palmer < <a href="mailto:Palmerh@ci.marathon.fl.us">Palmerh@ci.marathon.fl.us</a>> wrote:

Good Afternoon,

Attached please find the requested letter for the SMART Ride. If you need anything else please let me know.

Thank You,

Hillary Palmer Deputy Clerk

# **City of Marathon | Clerk Department**

9805 Overseas Highway | Marathon, FL 33050 Office: 305-289-4130 | Fax: 305-289-4123 palmerh@ci.marathon.fl.us | www.ci.marathon.fl.us

Please note: You are hereby notified that in accordance with Florida's very broad public records law, most written communications to or from public employees or officials regarding public business are public records and are available to third parties upon request. Accordingly, this e-mail communication may be subject to public disclosure in accordance with Chapter 119, Florida Statutes.



please consider the environment before printing this email.

From: Tom Manning <tmanning@aceride.com> Sent: Thursday, June 24, 2021 10:30 AM

To: George Garrett < Garrettg@ci.marathon.fl.us>

Cc: Charles Lindsey < Lindseyc@ci.marathon.fl.us>; cityofmarathon < cityofmarathon@ci.marathon.fl.us>

Subject: 2021 The SMART Ride Bicycle Event

Good Afternoon Mr Garrett,

I am writing to you to declare with great excitement we are planning to return in 2021 with the 18th annual The Smart Ride bicycle event from Miami to Key West!

We are coordinating with Vickie Katzenstein and the Monroe County Public Works as well as other agencies including FDOT and other municipalities to produce the annual event. With last years cancellation, we understand that there may still be many additional items including new permissions required, face masks, social distancing and other considerations, but we are moving forward knowing that November will be as ready for us as we will be ready for it!

The SMART RIDE is a fundraising event for several Florida non profit agencies providing much needed support and assistance to those affected by HIV and AIDS in our community. AH of Monroe County is one of our benefitting agencies as well as a partner in the production of the event.

The SMART RIDE is a fully supported ride which requires all cyclists to attend a safety orientation prior to participating, and follows all rules of the road while cycling, including stopping at all traffic signs and obeying all traffic instructions. The SMART RIDE does not require assistance from the Monroe County Sheriff for traffic control or other support.

The SMART RIDE is currently scheduled to take place on Friday and Saturday, November 19-20, 2021 and will travel with approximately 350 cyclists traveling from South Miami to Key West. We will be traveling through the City of Marathon on Saturday, November 20, 2021, traveling along US Highway 1, the Overseas Highway.

Please find the attached letter requesting an acknowledgement of the City of Marathon regarding The SMART RIDE event. I am attaching a copy of the letter provided by Sheriff Rick Ramsey for the 2021 The SMART RIDE event for your reference.

I would greatly appreciate your help in providing a similar letter for the 2021 The SMART RIDE event as well as any requirements or permits that may be required from the City of Marathon to prepare for the 2021 The SMART Ride event.

Thank you for your assistance with this matter.

Tom Manning
The SMART RIDE
<a href="mainto:tmanning@aceride.com">tmanning@aceride.com</a>

323-687-4345

<SMART RIDE Letter of Confirmation.pdf>



#### **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 36**<sup>th</sup> **Street, Marathon, FL 33050**. You may also scan and email your application to <a href="mailto:parks@ci.marathon.fl.us">parks@ci.marathon.fl.us</a>. 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
  - o 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
  - o 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.

<b>Event Name and Organization</b>	n:				
Address:	City, State, and Zip:				
Phone:	Email Address:		Fax:		
<b>Event Coordinator Name:</b>		Will be on site?	Yes		
Title:	Cell:	Email address:			
Additional Contact Name:		will be on site?			
Title:	Cell:	Email address:			
Type of Event:					
Purpose of event (check one):					
Expected number of participants:		Spectators:	Total anticipated attendance:		
Has this event been held in the	e past?				
If yes, please list past dates an	d attendance:				
Event Location:					
Set-up Date(s):	Set-up Times:		Clean Up Date/Times:		
Event Date(s):	Event Hours (open to the public):				
Admission Cost:	If yes, how mu	ch? \$			

#### 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?

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:

#### **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?

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:
  - o 12 ounces of beer
  - o 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:

Does your event include food vendors: If yes, how many?

Does your event include food trucks? If yes, how many?

Will any of the food vendors or food trucks be cooking or heating food on-site?

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.
  - o 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? If yes, how many?

Does your event include information vendors? 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 GFIC 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.)?

# **Electricity needed for the event:**

\* Electricity will be available in designated areas.

# **Entertainment:**

If yes, explain:

If yes, what type of entertainment will be there?

# Will your event include amplified sound?

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?

If yes, how many stages or platforms?

### Does your event require fencing or barricades?

\*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?

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 setup 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	day of	20,				
executed by(the "Indemnitor") in favor						
City of Marathon, Florida (the "City").						
WITNESSETH						
WHEREAS, the Indemnitor has applied to the City for a Permit to hold an event on City pro	•					
WHEREAS, as a condition of approval of the Permit, the Indemnitor has agreed to provide Harmless to the City, including the insurance provisions.	this indemnification an	d Hold				
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and such other sufficiency of which is hereby acknowledged, Indemnitor agrees:	valuable consideration	the receipt and				
<ol> <li>Indemnification and Hold Harmless The Indemnitor covenants and agrees that it will indemnifits elected officials, its employees, agents consultants, legal counsel, and volunteers from any or property damage, liabilities, losses, damages, fines, costs, fees, and expenses including attorned appellate levels) arising out of or in any way relating to the Indemnitor's activities upon the claims of third parties for property damage or for bodily injuries and any and all expenses or oblines and costs.</li> </ol>	and all claims includir by's fees and costs (at be Property, including, wi	g bodily injury oth the trial and thout limitation				
<u>Insurance</u> 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.						
all trash and debris accumulated during the event period from the Property and shall return the	<u>Clean-up</u> 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.					
<u>Personal Property</u> 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.						
<u>Release</u> 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.						
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 INDEMNIFOR:						
11/10/2019						
Signature Date Signature		Date				
Thomas Manno						
Print Name Print Name						
NOTARY STATE OF Flosida						
^						
COUNTY OF BOOW &						
Before me, this 11 th day of April 20 22, personally appeard 1100045 Who executed this foregoing instrument, and acknowledged before me that same was therein expresses.	s executed for the	purposes				
Personally Known or Produced ID: H Drivers License						
committee 071	27/27					
Signature of Notary Public – State of Flonda My Comm	ission Expires:					



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If S	PORTANT: If the certificate holder i SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to the	term	ns and conditions of the	policy, certain poli	cies may requ			
PROD	DUCER				CONTACT NAME: Adriana	Gomez			
Dun	ham Insurance Services Inc				PHONE (A/C, No, Ext): (954) 5	64-7772	FAX (A/C, No):		
260	1 E Oakland Park Blvd				E MAII	dunhamins.com	n		
Suit	e 303				IN	SURER(S) AFFOR	RDING COVERAGE		NAIC#
Fort	Lauderdale			FL 33306	INSURER A: MOUN	Γ VERNON FI	RE INS CO		26522
INSU	RED				INSURER B: UNITE	O STATES LIA	AB INS CO		25895
FAB	ADVENTURES, INC.				INSURER C :				
5525	NW 7TH AVE				INSURER D :				
					INSURER E :				
MIA	MI			FL 33127-1401	INSURER F:				
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:									
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR			-		EN REDUCED BY PA	ID CLAIMS.	TIS SUBJECT TO ALL THE	TERMS,	
		ADDL	SUBR		EN REDUCED BY PA		LIMI	-,	
	TYPE OF INSURANCE  COMMERCIAL GENERAL LIABILITY	ADDL	SUBR	MITS SHOWN MAY HAVE BE	EN REDUCED BY PA	ID CLAIMS.	LIMI* EACH OCCURRENCE	-,	1,000,000
		ADDL	SUBR	MITS SHOWN MAY HAVE BE	EN REDUCED BY PA	ID CLAIMS.	LIMI	TS.	1,000,000
	COMMERCIAL GENERAL LIABILITY	ADDL	SUBR	MITS SHOWN MAY HAVE BE	EN REDUCED BY PA	ID CLAIMS.	LIMI' EACH OCCURRENCE DAMAGE TO RENTED	TS \$	, ,
A	COMMERCIAL GENERAL LIABILITY	ADDL	SUBR	MITS SHOWN MAY HAVE BE	EN REDUCED BY PA	ID CLAIMS.	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	100,000
A	CLAIMS-MADE CCUR  CLAIMS-MADE CCUR  GEN'L AGGREGATE LIMIT APPLIES PER:	ADDL	SUBR	MITS SHOWN MAY HAVE BE POLICY NUMBER	EN REDUCED BY PA	D CLAIMS.  POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	**************************************	100,000
A	CLAIMS-MADE X OCCUR	ADDL	SUBR	MITS SHOWN MAY HAVE BE POLICY NUMBER	EN REDUCED BY PA	D CLAIMS.  POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	\$ \$ \$ \$ \$ \$ \$	100,000
A	CLAIMS-MADE CCUR  CLAIMS-MADE CCUR  GEN'L AGGREGATE LIMIT APPLIES PER:	ADDL	SUBR	MITS SHOWN MAY HAVE BE POLICY NUMBER	EN REDUCED BY PA	D CLAIMS.  POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$ \$	100,000
A	CLAIMS-MADE CCUR  CLAIMS-MADE CCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PRODUCT LOC  OTHER:  AUTOMOBILE LIABILITY	ADDL	SUBR	MITS SHOWN MAY HAVE BE POLICY NUMBER	EN REDUCED BY PA	D CLAIMS.  POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ \$ \$ \$ \$ \$ \$	100,000
A	CLAIMS-MADE CCUR  CLAIMS-MADE CCUR  CLAIMS-MADE CCUR  CEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PRODUCY PRODUCY  OTHER:  AUTOMOBILE LIABILITY  ANY AUTO	ADDL	SUBR	MITS SHOWN MAY HAVE BE POLICY NUMBER	EN REDUCED BY PA	D CLAIMS.  POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	100,000
A	CLAIMS-MADE CCUR  CLAIMS-MADE CCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY PRODUCT LOC  OTHER:  AUTOMOBILE LIABILITY	ADDL	SUBR	MITS SHOWN MAY HAVE BE POLICY NUMBER	EN REDUCED BY PA	D CLAIMS.  POLICY EXP (MM/DD/YYYY)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident)	S	100,000

1,000,000 OCCUR EACH OCCURRENCE **EXCESS LIAB** CUP1576455 04/01/2024 04/01/2025 1,000,000 AGGREGATE CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE

04/01/2024

04/01/2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NBP2557566

A) Employment Practices Liability Policy #NBP2557566. 04/01/2024 to 04/01/2025. Limits \$1,000,000-\$1,000,000.

CERTIFICATE HOLDER	CANCELLATION
City of Marathon	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
9805 Overseas Hwy	AUTHORIZED REPRESENTATIVE
	Adriana Gomez
Marathon FL 33050	

E.L. DISEASE - POLICY LIMIT Each Claim Limit

The Aggregate Limit

\$1,000,000

\$1,000,000

UMBRELLA LIAB

Directors & Officers.