



CITY OF  
**MARATHON**, FLORIDA  
Parks & Recreation Department

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### Request for the use of City of Marathon Property (Parks or Beach) Form

To reserve a space at one of the parks or beach (pavilion) from the City of Marathon please fill out this form and return to the Parks and Recreation Department at 200 36<sup>th</sup> Street Ocean or via email at [parks@ci.marathon.fl.us](mailto:parks@ci.marathon.fl.us) or City Hall 9805 Overseas Hwy. Pavilions are reserved on a first come first served basis. Forms must be filled out completely and accurately as possible and submitted at least one week prior to your event.

#### APPLICANT INFORMATION

Applicant Name: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Cellphone Number: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Total Expected Attendance: \_\_\_\_\_ Youth: \_\_\_\_\_ Adults: \_\_\_\_\_

#### RESERVATION INFORMATION

**Requested Date(s):** \_\_\_\_\_ **Start:** \_\_\_\_\_ am/pm **End:** \_\_\_\_\_ am/pm

#### Select Facility/Park:

Sombrero Beach (Pavilion #): \_\_\_\_\_ Utilization of electricity: Yes No

Community Park (Pavilion #): \_\_\_\_\_ Other: \_\_\_\_\_

Rotary Park (Pavilion #): \_\_\_\_\_

#### EVENT INFORMATION

Are You Serving Food? Yes No Who is Providing Food: \_\_\_\_\_

Will Alcohol Be Present? Yes No If yes, explain: \_\_\_\_\_

\*Alcohol is prohibited in City Parks unless approved by City Manager or City Council



**Sombrero Beach Pavilions:**

- Pavilion 1:** 1 Picnic Table, 1 Grill
- Pavilion 2:** 2 Picnic Tables, 1 Grill, Electricity
- Pavilion 3:** 1 Picnic Table, 1 Grill
- Pavilion 4:** 1 Picnic Table, 1 Grill
- Pavilion 5:** 4 Picnic Tables, 1 Grill, Electricity
- Pavilion 6:** 1 Picnic Table, Grill

- Pavilion 7:** 1 Picnic Table, 1 Grill
- Pavilion 8:** 1 Picnic Table, 1 Grill, Electricity
- Pavilion 9:** 2 Picnic Table, 1 Grill Electricity
- Pavilion 10:** 1 Picnic Table, 1 Grill
- Pavilion 11:** 2 Picnic Tables, 1 Grill
- Pavilion 12:** 2 Picnic Tables, 1 Grill, Electricity

**Community Park**

- Main Pavilion #1 (4 picnic tables, Electricity)
- Pavilion #2 (Amphitheater - 3 Picnic Tables, Electricity)
- Pavilion #3 (East Skate Park - 2 Picnic Tables, Electricity)
- Pavilion #4 (West Skate Park - 2 Picnic Tables, Electricity)

**Rotary Park**

- Main Pavilion: 4 Picnic Tables, Electricity
- Small Tiki Hut: 1 Picnic Table

**FACILITY USE POLICIES**

- Any non-profit 501c3 must provide proof of insurance if requesting use of City of Marathon Property to hold service or serve any food.
- Applicant hereby assumes responsibility and liability for any injury or damage to the person or property of the User or others connected therewith, be they business or personal invites, and further shall indemnify and hold the City of Marathon harmless in the event of any such injury or damage from any and all claims, awards or attorneys' fees.
- In the event the Applicant wishes to provide amplified music, the music shall be at a volume that cannot be heard beyond the park boundaries and shall not be used before 10:00am or after 8:00pm.
- Drugs are prohibited in City Parks and Beach facilities
- No glass bottles or containers allowed.
- Applicant is responsible for cleaning up the area used for your event. All trash must be placed in the trash receptacle.
- The Applicant will remove any streamers, balloons, ribbon, tape, posters, signs, etc. from pavilion and picnic tables. Only BLUE PAINTERS tape permitted for hanging decorations.
- No helium balloons allowed.
- No open-pit fires
- All pets must be on a leash

# 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 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 Indemnitor'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:

Signature	Date	Signature	Date Print
Name	Print Name		

**NOTARY STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_  
 Who executed this foregoing instrument, and acknowledged before me that same was executed for the purposes therein expresses.

Personally Known or  Produced ID: \_\_\_\_\_

\_\_\_\_\_  
 Signature of Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
 My Commission Expires: