



# City of Avon Park

## Event Request Form

**State Road closure permits require DOT Road Closure Permit form and City Council approval.**  
**State Road closure Permit Application MUST be submitted at least 3 months in advance of the event.**  
**City Road Closures REQUIRE at least 2 months in advance of the event and may require City Council approval.**

**TO BE COMPLETED & SIGNED BY ORGANIZATION'S REPRESENTATIVE:**

Name of Organization: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Organization's Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone#: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Event \_\_\_\_\_

Date(s) \_\_\_\_\_ and Time(s) of Event \_\_\_\_\_ a.m. /p.m. to: \_\_\_\_\_ a.m./p.m.

Location of Event: \_\_\_\_\_  
 (Include overview of map outlining location & layout of event)

Description of Event: \_\_\_\_\_

Signature	Print Name	Relation to Organization	Date
(Verifying information and answers to questions below are correct)			

**Please answer EACH question to better assist you with planning your event:**

Question to be completed by organization/representative	Action Required (completed by City Employee)
Do you need any streets or roadways closed for the event? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please obtain the road closure forms from our office)	If "yes", permission will be needed to close roadways. State Road closures require DOT approval. City roads may require City Council approval (SEE REQUIRED NOTICE ABOVE) Police fees, traffic cones fees, and dumpster fees may be required. <input type="checkbox"/> <b>Police Fees</b> _____ per hour per officer (minimum 2 hours) = \$ _____ Total <input type="checkbox"/> <b>Traffic Cones/ MOT:</b> Qty _____ x \$ _____ per City "Block" = _____ Total <i>(This includes delivery, installation and pick-up of cones by City staff. Weekend work may require additional charges. Sponsor needs to stack cones at end of event)</i> <input type="checkbox"/> <b>Dumpster (6 yard):</b> Quantity _____ x \$200 per dumpster = \$ _____ Total
Will you be using a city park to hold your event? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please obtain Pavilion/Park Rental form from our office)	If "yes" Facility availability must be verified and City Council approval may be required. Fees will apply. <b>Park Fees:</b> \$ _____ (Pavilion/Park Rental Form is Required)
Will there be a band, DJ or other music/entertainment at the event? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please note: City will need at least 2 weeks notice)	If "yes", a variance for the city's "Noise Ordinance" might be necessary. This should be requested through the City Council. Date approved by CC _____
Do you want to display or hang any banners or signs above the roadway in reference to your event? (If yes, obtain form-3 months adv notice required) <input type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", then approval may be necessary. For banners on state roads, a DOT Banner Request must be completed and approved. Date DOT completed & approved _____
Will you have bounce houses or other activities for children? <input type="checkbox"/> No <input type="checkbox"/> Yes (Note: Policy must be current through event date)	If "yes" you will be required to provide copy of your Event Insurance 2 weeks in advance (\$ 2 million coverage minimum) and the City of Avon Park needs to be named as "Additional Insured" on your policy.) Date Copy Ins provided _____
Will there be any fireworks or pyrotechnics?(60 days notice required) <input type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", the vendor must be licensed and the safety aspects of the special event need to be coordinated with public safety entities. Date Public Safety approved _____
Will you be selling, serving or distributing alcohol at the event? <input type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", the event needs to be licensed through the Division of Alcoholic Beverages and Tobacco (DABT). Licensure information can be obtained at (850) 488-8284. Date copy of license obtained _____
Will people be allowed to consume alcohol while at your event? <input type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", in addition to an alcohol license, an "alcohol variance" may have to be granted by the Avon Park City Council. Date variance granted _____
Will food vendors be cooking or serving food at the event? <input type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", provide the event coordinator with a copy of DBPR Form HR 5030-034 which outlines food vendor notify & licensure requirements. Date copy of License obtained _____
Does your event necessitate the use or setup of any temporary structures such as tents, canopies, buildings, stages, etc.? <input type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", permits may be necessary and these structures may have to be inspected. Date copy of permit obtained _____ Date structure inspected _____
Is the event "animal related" (animal rides, rodeos, zoos, etc.)? <input type="checkbox"/> No <input type="checkbox"/> Yes	If "yes", ensure that safe and appropriate animal handling measures have been put in place. Approval by City Council may be required.

**NOTE: You will be contacted by phone with a total amount due (fees will be due immediately after).**

## **HOLD HARMLESS, INDEMNITY, DEFENSE AND INSURANCE REQUIREMENTS**

In exchange with the rights to use City property for its Special Event, and other good and valuable consideration, the receipt and sufficiency of which the Permittees hereby acknowledges:

To the fullest extent permitted by Florida law, the Special Events Applicant (“Permittee”) agrees to protect, defend, reimburse, indemnify, and hold harmless: the City and all of the City’s elected or appointed officers or officials, agents, employees, contractors and subcontractors Including without limitation the Sheriff and Sheriff Deputies (all collectively referred to for herein as “Indemnified Parties”) from and against all claims, liability, loss and expense, including without limitation, reasonable costs, collection expenses, attorneys’ fees and court costs including through appeals, which may arise because of the negligence (whether active or passive), misconduct, or other fault, ***in whole or in part (whether joint, concurrent, or contributing)***, of the Permittee, its officers, agents, employees, venders, and other subcontractors in performance or non-performance of the rights and obligations under the Permit, City Code, county, state and federal law, or attendees to the Special Event approved in the Permit. Permittee will only be excused from the obligation to hold harmless and indemnify the Indemnified Parties if the claims, injury, liability, loss, and expense are adjudicated by courts of proper jurisdiction, through any appeals, as directly caused or resulting solely from the acts or omissions of and Indemnified Party or Indemnified Parties. ***The Permittee recognizes the broad nature of this indemnification and hold harmless clause***, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, hold harmless and defense covenants by Permittee in accordance with the laws of the State of Florida. Compliance with the insurance requirements required shall not relieve the Permittee of its liability and obligation to defend, hold harmless and indemnify the Indemnified Parties as set forth herein.

In the event any lawsuit or other proceeding is brought against Indemnified Parties by reason of any such claim, cause of action or demand, Permittee and Permittee’s insurer shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City’s option, pay for the City Attorney or counsel selected by City Attorney to defend City. If the Permittee or its insurer fails to timely act on behalf of the Indemnified Parties, the City shall have the right to retain its own counsel of choice, and proceed to defend the Indemnified Parties, and the City shall demand and litigate against the Permittee to seek any and all attorney fees and costs (including expert witness fees and costs), through appeals, expended by the City on that defense, and any attorney fees and costs through appeals expended by the City in enforcing this hold harmless, indemnity and defense provision against Permittee shall also be paid by the party not prevailing in such litigation.

Permittee’s obligations contained herein (this page) shall survive the termination of the Permit and the Special Event. Nothing herein shall be construed to extend the City’s liability beyond that provided in section 768.28, Florida Statutes.

The Permittee shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies. The policies shall be “occurrence” policies, or if using existing corporate “claims made” policy, must provide “tail coverage” claims made after the termination of the special event insurance. The policies shall waive subrogation and acknowledge coverage for the indemnification provided herein. Certificates of insurance and certified copies of these insurance policies must accompany this signed Agreement. Said insurance coverages procured by the Permittee as required herein shall be considered, and the Permittee agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City.

Nothing herein shall be construed to extend the City’s liability beyond that provided in section 768.28, Florida Statutes.

