



# CITY OF PORT ORANGE SPECIAL EVENT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 30 DAYS PRIOR TO THE EVENT  
Port Orange Parks and Recreation, 1395 Dunlawton Ave, Port Orange, FL 32127 Fax: 386-756-5351

**Please submit a \$100 reservation deposit upon application.**

**Accepted forms of payment include cash, credit card, or business check (no personal checks).**

## SECTION 1: LESSEE INFORMATION

### Individual

(This section is for use by individuals only)

Name: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Daytime Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax No: \_\_\_\_\_  
 Event Point of Contact (POC): \_\_\_\_\_ POC Phone: \_\_\_\_\_

### Company/Organization

Company/Organization Name: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Organization Website: \_\_\_\_\_  
 Authorized Representative Point of Contact (POC) Name & Title: \_\_\_\_\_  
 POC Daytime Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax No: \_\_\_\_\_

Tax Exempt: Yes No  
 (Florida Exemption Certificate Required)

## SECTION 2: EVENT INFORMATION

Date of Event: \_\_\_\_\_ Name of Event: \_\_\_\_\_  
 Describe Event: \_\_\_\_\_

Rental Hours: \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

The total number of rented hours shall include the time necessary for set-up and clean-up.

Event Timeframe: Set-Up/Assembly: \_\_\_\_\_ Event Hours: \_\_\_\_\_ Clean-Up: \_\_\_\_\_

Please circle the expected number of people in attendance:

1-50	50-100	100-500	500-1000	1000-2000	2000-4000	5000	Other _____
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Please circle the recreational facility/facilities you will be utilizing:

City Center Circle <i>Please specify road closure:</i> 1/4        1/2        3/4	Riverwalk Park
Kenneth W. Parker Amphitheater <i>Please specify road closure:</i> 1/4    requesting no closure	Other recreational facility <i>Please specify:</i>

**SECTION 3: EVENT DETAILS**

*Please answer the following questions regarding your event:*

- Is the event open to the public? YES NO
- Will the event be promoted/advertised? YES NO If yes, please describe all methods \_\_\_\_\_
- Will admission (tickets, donations, solicitations, ect) be charged for the event? YES NO If yes, detail cost per person and revenue sources \_\_\_\_\_
- Does your event have vendors selling or distributing food, beverages, services, ect? YES NO If yes, who and what will be sold? \_\_\_\_\_
- Will you be catering the event? YES NO If yes, who will be catering? \_\_\_\_\_
- Is alcohol being requested at the event? YES NO If yes, an additional alcohol application is required to be filled out and approved by the Special Event Alcohol Committee.

The following activities/uses may require a permit, fee and/or additional documentation. Please check all that apply to your event.

- Amplified sound
- Stages
- Parade
- Aircraft
- Amusement Rides
- Additional power source
- Parachutes
- Watercraft
- Street, lane, sidewalk closure
- Tents/banners/signs
- Inflatable devices
- Portable restrooms
- Live or recorded music
- Commercial filming/photography
- Fireworks/pyrotechnics
- Live animals

If you checked any of the above items, please provide a complete description of the activity or need.

\_\_\_\_\_

Is there anything about the event that you think we should know? \_\_\_\_\_

\_\_\_\_\_

**SECTION 4: HOLD HARMLESS/INSURANCE AGREEMENT**

The contractor, vendor, or user, hereby promises and agrees to indemnify and save harmless the City of Port Orange, a municipal corporation, its officers, agents, and employees from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney’s fees, for trial and on appeal of any kind and nature arising or growing out of, or in any way connected with the performance of the agreement whether by act or omission of the contractor, vendor, officers, agents, servants, employees, or others, or because of, or due to the mere existence of the agreement between parties.

The licensee shall supply a “Certificate of Liability Insurance” reflecting minimum coverage of \$1,000,000 (one million dollars) per occurrence. The City of Port Orange shall be named as an additional insured, which shall be noted on the certificate. The certificate shall indicate that the applicant's insurance policy shall not be cancelable without thirty days prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Department of Recreation no later than thirty (30) calendar days prior to program/event date. This requirement may be waived by the head of the Parks and Recreation department or his or her designee.

**COPYRIGHT LAW:** Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on, or incorporated in the conduct of any event covered under the agreement; and licensee agrees to Indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for, or on account of, any patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by licensee in connection with this agreement and will defend the City from any such suit, or action, regardless of whether it be groundless, or fraudulent.

**Licensee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **NOVEL CORONAVIRUS (“Covid-19”)**

### **ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT**

In addition to these risks, the novel coronavirus (“COVID-19”) is an extremely contagious virus that has caused a pandemic and presents a very serious risk that you must consider before executing this Assumption of Risk, Waiver of Liability and Hold Harmless Agreement. COVID-19 is believed to be spread predominately from person-to-person contact. Sanitation measures taken by the City of Port Orange do not guarantee in any way that the virus is not present. There may be other participants, City employees or volunteers that have contracted the COVID-19 virus. Exposure to the COVID-19 virus may result in personal injury, illness, permanent disability, and death. You may become infected with the COVID-19 virus and return to the household and infect other household members with the COVID-19 virus.

By signing this Agreement, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection participation in this program. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless City of Port Orange, its employees, agents, volunteers and representatives, of and from all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating there to. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of City of Port Orange, its employees, agents, volunteers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City of Port Orange rental or program. I also understand by not signing this release, I will not be able to rent a facility or participate in a program.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*Safety and social distancing plan must be submitted and approved by the City of Port Orange Parks and Recreation Department a minimum of 2 weeks prior to the event date.

**SECTION 5: RULES AND REGULATIONS**

**Applications & Deposits**

1. Applications must be received at least 30 days prior to the event.
2. 5k (race) applications must be received at least 60 days prior to the event.
3. A reservation deposit of \$100.00 is due when the application is submitted and will be credited to the rental invoice.

**Cancellations & Refunds**

1. All cancellations must be received in writing.
2. To receive a full refund of any payment remitted to the City of Port Orange, including the reservation deposit, written notification must be received within 30 days of rental.

**Payments**

100% of fees must be paid 14 days prior to the rental date.

**Licensee Initials:** \_\_\_\_\_

**Special Event Facilities Guidelines**

1. All events and functions must file a permit with the City of Port Orange (hereafter "the City") Parks and Recreation Department. Sub-leasing is prohibited.
2. The City prohibits gate admission being charged to the public on the City property without the express written consent of the City Manager, or his designee.
4. If additional staging is added to the present stage, a \$1,000.00 bond (cash) must be posted before construction.
5. No heavy equipment or props will be brought onto event site, or seating area without the expressed written consent of the City.
6. Lessee's are responsible for the clean-up of the City facility/property proceeding their event and may be charged for excessive clean up incurred by the Parks and Recreation Department once the lessee has vacated the premises. Facility/property must be left in the same condition, as when rented; if not, the damage/clean-up costs will be charged back to the applicant.
7. The lessee agrees to remove any equipment, decorations, props, etc. at the termination of their permit. The lessee agrees to pay any costs associated with the storage, moving or disposal of such items and holds harmless the City for any damage, which may occur during the moving or storage of items.
8. Permanent attachment of props or decorations by using screws, nails etc. is prohibited on City property.
9. Lessees are responsible for any damage obtained as a direct result of the lessee's guests, activities etc.
10. Alcoholic beverages are prohibited in all the City parks and facilities without the express written consent of the City Manager, or his designee. Any event that is requesting alcohol at their event must fill out an alcohol application that must be approved by the Special Event Alcohol Committee.
11. Profanity or unacceptable behavior by performers, lessee, or their guests will not be tolerated. If Parks and Recreation personnel deem behavior and/or performances unacceptable, they have the right to revoke all permits, present and future, for this facility and terminate any and all activities.
12. The City holds the right to cancel, or terminate any permit if they feel that the public's safety is in jeopardy.
13. It is the lessee's responsibility to hire and pay for any required City Services or equipment such as, but not limited to, Police, Fire, Parks, Public Works etc., unless written consent has been granted by the City Manager, City Council or their designees.
14. Amplified sound is not permissible during the times of 10pm-7am as deemed by the City noise ordinance without the express written consent of the City Manager, or his designee.

**Licensee Initials:** \_\_\_\_\_

**As a representative of the event, I do hereby accept that I have read and agree to all of the provided rules, regulations and guidelines for facility rentals as put forth by the City of Port Orange.**

**Licensee Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SECTION 6: LICENSEE ACKNOWLEDGEMENT**

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement, or cancellation of the event by the City of Port Orange.

**Licensee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The program/event will be terminated should it create or cause any violation of Local, State, Federal laws or ordinances.

THE PARKS AND RECREATION DEPARTMENT IS NOT AUTHORIZED TO WAIVE FEES WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE CITY'S CHIEF ADMINISTRATIVE OFFICER.



**CITY OF PORT ORANGE  
SPECIAL EVENT FACILITIES**

1395 Dunlawton Ave  
Port Orange, FL 32127  
Phone: 386-506-5851  
Fax: 386-756-5351

**IT STARTS IN  
PARKS**  
Coaching. Connecting. Community.

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## **RENTAL RATES & FEES**

### **SPECIAL EVENT FACILITIES**

<b>Facility</b>	<b>Per Hour Rental Rate</b>
Kenneth W. Parker Amphitheater	\$100.00
City Center Circle	\$50.00
Veterans Park	\$50.00
City Hall Plaza and Green	\$50.00
Green Space south of Soccer Field	\$50.00
Riverwalk Park (per section)	\$50.00

### **ADDITIONAL SPECIAL EVENT FEES**

<b>City Services</b>	<b>Fee</b>
Electrical Fee for Power Pedestals	\$50.00/each
Trash Cans	\$2.00/each
Barricades	\$2.00/each
Cones	\$1.00/each
Police Services	\$40.00/hr
VIPS (Volunteers in Police Services)	Free w/ Police
Fire Services including First Aid	\$55.00/hr
Parks, Public Works, or Public Utilities Services	\$25.00/hr
Water Hook Up	\$25.00
Reservation Deposit	\$100.00
Alcohol Fee	\$75.00
Part-Time Recreation Staff (per employee)	\$15.00/hr
Electronic sign board	\$65.00 per day