WHERE PARADISE BEGINS...

the fun is endless!

APPLICATION FOR SPECIAL EVENT
HOSTED ON PUBLIC PROPERTY
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>TOPIC</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is a Special Event?</td>
<td>1</td>
</tr>
<tr>
<td>Frequently Asked Questions</td>
<td>1</td>
</tr>
<tr>
<td>Application Deadlines</td>
<td>2</td>
</tr>
<tr>
<td>Important Numbers</td>
<td>3</td>
</tr>
<tr>
<td>Cancellation Policy</td>
<td>4</td>
</tr>
<tr>
<td>Criteria for Application</td>
<td>4</td>
</tr>
<tr>
<td>Conditions to Obtain a Special Event Permit</td>
<td>4</td>
</tr>
<tr>
<td>Places to Have a Special Event in Downtown West Palm Beach</td>
<td>5</td>
</tr>
<tr>
<td>Fees Associated with Producing a Special Event</td>
<td>6</td>
</tr>
<tr>
<td>STEP ONE: Reservation of Date</td>
<td>7</td>
</tr>
<tr>
<td>STEP TWO: How Applications Are Reviewed</td>
<td>8</td>
</tr>
<tr>
<td>STEP THREE: Final Items to be submitted to the Community Events Division</td>
<td>8</td>
</tr>
<tr>
<td>In order to Obtain a Special Event Permit</td>
<td>8</td>
</tr>
<tr>
<td>Policies and Procedures</td>
<td>10</td>
</tr>
<tr>
<td>Important Guidelines to Follow</td>
<td>11</td>
</tr>
<tr>
<td>Pre-Event Checklist</td>
<td>14</td>
</tr>
<tr>
<td>Application for Special Event Hosted on Public Property</td>
<td>15</td>
</tr>
<tr>
<td>Special Event Permits Terms and Conditions</td>
<td>22</td>
</tr>
</tbody>
</table>
**WHAT IS A SPECIAL EVENT?**

Any parade, fair, show, festival, carnival, rally, party, motorcade, run, street dance, bike-a-thon, race, walks, athletic event or other attended entertainment or celebration that is to be held in whole or in part upon publicly owned property and/or public right-of-way, or if held wholly upon private property, but will nevertheless affect or impact the ordinary and normal use by the general public of public property or public right-of-way within the vicinity of the event, and/or will involve noise levels prohibited by Section 34-35 and Section 34-38 of the Code.

Special Event shall also mean any activity to be held in whole or in part upon publicly owned or controlled property and/or public right-of-ways where merchandise or services are offered for sale, whether by for-profit or non-profit organizations.

Special Events do not include events held in facilities described in Category No. 162 of the Master Use List, Appendix A, of the City’s Zoning Code, i.e., “Theaters, Indoor Motion Picture and Live Performance” and events held in the Palm Beach County Convention Center.

**FREQUENTLY ASKED QUESTIONS**

**Q: DO I NEED A SPECIAL EVENT APPLICATION?**
A: All “Special Events” that are held on public and private property in the City require a Special Event Permit.

**Q: WHOM SHOULD I CONTACT?**
A: For events held on **Public Property**, contact City of West Palm Beach Community Events Division at 561-822-1515.

For events held on **Private Property**, contact Development Services at 561-805-6700.

If you want to plan an event at any of the **City Parks**, excluding those located downtown, call the Parks and Recreation Department at 561-804-4900.

**Q: HOW MUCH WILL IT COST? Refer to page 8**
A: There is an event fee and security deposit, which are both determined based upon a point schedule. Security deposits may range between $500.00 to over $15,000.00. Event fees may range between $25.00 to over $15,000.00.

**Q: WHO ARRANGES CLOSING THE ROADS, POLICE, FIRE, DUMPSTERS, PORT-O-LETS, FENCING, VENDORS & ENTERTAINMENT, ETC?**
A: The Community Event Coordinator will oversee the scheduling of dumpsters, confirming parking needs and any other City related services. The Community Event Coordinator will also make sure that all requirements are met by the event producer.

Road closures, port-o-lets, vendors, entertainment, fencing are the responsibility of the promoter applying of the permit. It is also the promoter’s responsibility to contact Police and EMS directly for any detail needed. If the event requires a road closure it is the promoter responsibility to contract with a barricade company. A Maintenance of Traffic (MOT) plan will be required prior to the event.
Q: HOW DO I RESERVE A DATE? Refer to page 9
A: Fill out the Special Event Application, include a $50.00 check made payable to the City of West Palm Beach. Don’t forget to fill out the application completely, including a site map, traffic plan, marketing plan and security plan. Only completed applications with checks will be reviewed.

Q. WHEN ARE THE FEES DUE?
A. Security deposit (3 months before event); Permit fees (6 weeks before event); Police and EMS Services (14 days before event) and Parking fees (2 weeks before event). Dumpster fees, Event Coordinator on-call fees, Staffing and any other City Services not paid prior to your event, will be deducted from your security deposit following the event and you will be invoiced for additional services not covered by the security deposit.

Q: ARE THERE ANY ADDITIONAL FEES? Refer to pages 8 & 9
A: Yes; promoters will pay overtime and/or on call costs to Community Events, Grounds Department, Traffic Department, Recreation Department, Parking Department, etc., if applicable.

Q: WHAT IS YOUR CANCELLATION POLICY? Refer to page 6
A: 50% of your security deposit will be refunded if canceled between 3 months and 6 weeks before the actual event date. No deposit will be refunded if canceled within 6 weeks of the first date of the event.

Q: DO YOU PROVIDE RAIN DATES?
A: No. You may reapply to have your event at another time.

APPLICATION DEADLINES

Applications must be submitted no later than 6 weeks prior to the event.

HIGH IMPACT EVENTS* must be submitted 6 MONTHS prior to the event
*Any event, with or without alcohol, which involves a road closure of 12 or more hours and/or anticipated attendance of 5,000 or more persons.

PLEASE BE SURE TO INCLUDE A SITE PLAN AND $50.00 CHECK, WRITTEN TO THE CITY OF WEST PALM BEACH, WITH YOUR COMPLETED APPLICATION.

The average time for review is 2 weeks.
<table>
<thead>
<tr>
<th>Important Contact Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City of West Palm Beach</strong></td>
</tr>
</tbody>
</table>
| SPECIAL EVENT PERMIT | Community Events  
3rd Floor, City Hall | 561-822-1515 |
| PLANNING & ZONING | Planning & Zoning  
2nd Floor, City Hall | 561-822-1435 |
| PARKING | City Parking Lots/Garages/Meters  
500 Banyan Blvd | 561-822-1500 |
| EMERGENCY MEDICAL SERVICES | Fire Department | 561-822-2220 |
| TENT & EVENT INSPECTIONS | Fire Department | 561-804-4709  
Chief Peter LeDuc,  
Fire Marshal  
pleduc@wpb.org |
| POLICE | Police Department  
600 Banyan Blvd | 561-822-1652 |
| BUSINESS TAX SPECIAL EVENT LICENSE/ TENT PERMITS | Development Services  
1st Floor, City Hall | 561-805-6700 |

| STATE ROAD PERMITS | State of Florida  
Department of Transportation  
7900 Forest Hill Blvd  
West Palm Beach FL 33413-3342 | 561-370-1139 |
| LIQUOR LICENSE | Division of Alcoholic Beverages & Tobacco | 561-650-6840 |
| LICENSES | Department of Business & Professional Regulation | 850-487-1395 |
| DOWNTOWN RESOURCES | Downtown Development Authority (DDA) | 561-833-8873 |
**CANCELLATION POLICY**

Fifty percent (50%) of the deposit will be returned if the event is canceled between three (3) months and six (6) weeks prior to the first date of the event.

No deposit refund will be paid if the event is canceled within six (6) weeks of the first date of the event.

**CRITERIA FOR APPLICATION**

- Availability of dates requested
- Nature of event
- Location appropriate for event
- City services involved
- Road closures involved
- Alcohol involved
- Site plan required
- Compliance with special event regulations at past events
- References

The City reserves the right to deny any application for a special event permit.

**CONDITIONS TO OBTAIN A SPECIAL EVENT PERMIT**

1. The public area utilized shall be cleaned immediately following any special event and in all respects restored to its former condition within (48) hours after the event or such other period as fixed by written agreement.
2. The use or construction of platforms, chairs or other equipment may be prohibited or restricted by the Community Events Manager if such would result in permanent damage to City property or constitute a hazard to public safety.
3. All City ordinances, rules or regulations applicable to the use of the City property on which the special event will occur shall be obeyed, unless previously and specifically waived by the Community Events Manager.
4. Indemnification and insurance to protect the City shall be provided as is required in the Special Events Terms and Conditions
5. All permits necessary to conduct the special event shall be obtained, and copies may be requested by the City at any time.
6. A site plan shall be provided which shows the location of the event, all structures to be utilized in the event including tents, booths, concession areas, waste removal facilities, sanitary facilities, utilities (such as temporary electrical and telephone facilities) emergency medical facilities, and any other information requested by the City. No later than 14 days prior to the event, a final, detailed site plan must be submitted for approval. Any Changes may be subject to an increase in the permit fee and/or other City service fees
7. The Special Events Terms and Condition for permitting the event shall be signed by the producer of the event prior to the issuance of the special event permits.
8. You may be required to attend a Special Events Task Team Meeting 4-6 weeks prior to your event. At which time all City Departments are in attendance to discuss the City Services required for your event.
PLACES TO HAVE A SPECIAL EVENT IN DOWNTOWN WEST PALM BEACH

MEYER AMPHITHEATRE: 105 Evernia Street
Waterfront Amphitheatre accommodates approximately 5,000 people, depending on usage. 2.4 acres of green space, 7,350 square-foot band shell, includes 4 dressing rooms with vanity lights and 2 restrooms. Public restrooms onsite. Meyer Amphitheatre may be gated; promoter provides the fencing. Fencing may not block sidewalks.

You must provide: tables, chairs, tents, sound, special lighting, electrician, security for your event, food/beverage vendors, clean-up crew, additional trash cans, etc.

NOTE: This venue is best suited for musical concerts and dance performances.

WATERFRONT COMMONS: 100 South Clematis Street
Located at Flagler Drive and Clematis Street and beautifully situated in the heart of Downtown along the Intracoastal Waterway, the Waterfront Commons is an excellent space for most anything. The Waterfront Commons can accommodate events from 1,000 - 10,000 people but is also broken up into areas great for smaller events and intimate gatherings. Parking is available one block away and public restrooms are onsite. Waterfront Commons may not be gated.

CENTENNIAL SQUARE: 100 South Clematis Street
Large paver-bricked open space with Interactive Fountains.

You must provide: stage, tables, chairs, tents, sound, additional lighting, possible electrician needed depending on needs, clean-up crew, etc. Centennial Square may not be gated.

GREAT LAWN: Flagler Drive and Clematis Street
Spectacular Waterfront Park: Adjacent to Flagler Drive

You must provide: stage, tables, chairs, tents, sound, lighting, electrician, security for your event, food/beverage vendors, clean-up crew, trash cans, etc. Great Lawn may not be gated.

LANDING/BEACH: Flagler Drive between North and South Clematis Street, along the Intracoastal Waterway.
Tree lined lawn and gravel area on the water, adjacent to a large deck area.

You must provide: tables, chairs, tents, clean up, trash cans, etc. Restrooms nearby. Landing/Beach may not be gated.

PALM BEACH POST PARK: Flagler Drive and Evernia Street
Large grass area behind the Meyer Amphitheatre. Parking adjacent to the park. No restrooms on site. Limited electric on site.

You must provide: stage, tables, chairs, tents, sound, additional lighting, electrician needed to have significant power, clean-up crew, trash cans, etc. Palm Beach Post Park may not be gated.

TRINITY PARK: Flagler Drive at Trinity Place
Waterfront Park next to Phillips Pointe. Public parking nearby. One acre. No restrooms on site. No electric on site.
You must provide: tables, chairs, tents, sound, additional lighting, electrician needed to have power, clean-up crew, trash cans, etc. Trinity Park may not be gated.

**JOSE MARTI PARK:** Flagler Drive and 2nd Street.
Park located 2 blocks north of Clematis Street on Flagler Drive. The park has park benches. Parking is across the street from the park. No restrooms on site. No electric on site.

You must provide: tables, chairs, tents, sound, additional lighting, electrician needed to have power, clean-up crew, trash cans, etc.

**FLAGLER DRIVE:** Lakeview Avenue to 23rd Street
Waterfront road that is used annually to host runs, walks, cycling events, and outdoor festivals.

### FEES ASSOCIATED WITH PRODUCING A SPECIAL EVENT

<table>
<thead>
<tr>
<th>DEPARTMENT/SERVICE</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>$50.00 (non-refundable)</td>
</tr>
<tr>
<td>Security Deposit</td>
<td>$500.00 – over $15,000.00</td>
</tr>
<tr>
<td>Special Event Permit Fee</td>
<td>$25.00 – over $15,000.00</td>
</tr>
<tr>
<td>Date Change Fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>Load in/out Daily Fee</td>
<td>$250.00</td>
</tr>
<tr>
<td>Meyer Amphitheatre – Rental of Grass Area/Bathrooms Only</td>
<td>$500.00</td>
</tr>
<tr>
<td>Meyer Amphitheatre - Rental of dressing rooms/backstage(stage/grass area/bathrooms</td>
<td>$1,000.00 - (Should the event include use of City property outside of the Meyer Amphitheatre, or the event will take place over an eight hour time frame or require road closures, additional fees may be assessed based on the special event permit point system)</td>
</tr>
<tr>
<td>Downtown Business Promotions*</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

*To qualify, the business must be in the Downtown Master Plan Area; the event must be produced by the business making the application or if the event is being produced by a non-profit organization, the downtown business owner must be a principal; in the same block as the business; the event must receive the written endorsement of the Downtown Development Authority and the event cannot be scheduled during the event hours of an existing special event that requires road closure on the same street or closure of Flagler Drive

### COMMUNITY EVENTS STAFFING AND ON-CALL FEES

Permitted events on public property are required to have a special event staff person on site, on call or both. Staffing determinations will be made by the City and you will be notified a minimum of two weeks prior to your event.

Employees are required to be on “stand-by” for all events at the rate of $25.00 per each 24-hour day, Sunday through Saturday, including holidays. If the employee fails to respond within 30 minutes to a stand-by call, the employee shall forfeit the $25.00 stand-by pay.

Promoter shall be charged a rate of $35.00 per hour for on-site City staff. Scheduled time to include set up, event hours, and breakdown.

Employee on “stand-by” and actually called out shall receive overtime pay at the rate of one and one-half (1½)
times his/her base pay for actual time worked and shall be guaranteed a minimum of two and one half (2-½) hours of pay at said rate.

**EMS/FIRE**
Please contact for rates

**POLICE**
Please contact for rates

**SANITATION**
6 YARD = $106.00/DUMPSTER
8 YARD = $123.00/DUMPSTER
Delivery Fee $75.00

**PARKING**
Bagged meter rates are $20.00 per meter/per day. Rates are applied 24/7 and include all Holiday’s and Sunday.

If your event includes a road closure, any meters on that road must automatically be bagged at a cost to the promoter.

*Parking meter fees must be paid prior to the event.*

*Note: All fees listed above are subject to change.*

**OTHER POSSIBLE ITEMS TO CONSIDER WHEN BUDGETING** *(Note: These are only examples)*

- Fencing
- Temporary Electric
- Entertainment
- Production
- Food Concessions
- Merchandise
- Tent Rentals
- Supplies
- Advertising/Promotional Materials
- Barricade Company for road closures
- Clean-up Crew
- Damages to grounds

**NON-STEP 1: RESERVATION OF DATES**

Once a year, special events have an open application time period during which the City’s Community Events Division receives applications. After the application deadline, all applications are reviewed and organized onto a master calendar.

Events which are submitted following the open application deadline will be scheduled on a first-come, first-served basis.

**REQUIREMENTS FOR OBTAINING AN EVENT PERMIT**
Submit a Completed Application.

Event promoters must submit a completed application, along with a $50.00 non-refundable application fee (check written to the City of West Palm Beach or payment by Visa, Mastercard or American Express), and a site map for review. Send applications to:

City of West Palm Beach
ATTN: Community Events Division
401 Clematis Street
West Palm Beach, FL 33401
**STEP 2: HOW APPLICATIONS ARE REVIEWED**

Applications will be stamped with the date of their arrival into the Community Events office. If you don’t think you will meet a deadline, please hand-deliver.

If applications have met the required deadlines, the Community Events Division and other City departments who will be impacted by the special event will review them.

**AFTER BEING APPROVED OR DENIED**

After the application has been approved or denied, the Community Events Coordinator will contact you by phone or email.

The Community Events Coordinator will send you a confirmation letter that outlines what steps you need to take next, and what fees and additional items will be required to obtain the event permit.

**STEP 3: FINAL ITEMS TO BE SUBMITTED TO COMMUNITY EVENTS**

**SECURITY DEPOSIT**

A Security deposit is due three (3) months prior to the first date of the event. For events that apply within 3 months, the security deposit is due upon receipt of notification of approval.

If a date that is currently reserved by an applicant has been requested by another applicant, the original applicant will be notified of the other request, and will have 5 days following this notice in which to turn in their deposit.

Deposits are determined by a point system. They range between $500.00 to over $15,000.00. This depends on the impact of the event.

The deposit is refundable if the following occurs:

The entire deposit will be refunded within 30 days after the event if the deposit has been paid on time and the applicant has complied with all conditions contained in the special event permit.

Fifty percent (50%) of the deposit will be returned if the event is CANCELED more than six weeks prior to the first date of the event.

No deposit will be refunded if the event is CANCELED within six weeks of the first date of the event.

**SPECIAL EVENT FEE**

This fee is based on a point system. An assessment will be made based on the information given in the application. Fees can range from $25.00 to over $15,000.00. A few of the things which determine the special event fee are as follows: the time of year, the location length of the event, time of the event, type of event, non-profit vs. for-profit, alcoholic vs. non-alcoholic, one site vs. many sites, ticketed event vs. free event, road closure vs. no road closure, and so forth.
INSURANCE
The special event organizer shall indemnify and save the City harmless from any and all claims, suits or actions, damages or causes of action arising as a result of the special event.

General Liability
The event organizer is required to have a one-million dollar ($1,000,000.00) General Liability policy and two million ($2,000,000.00) General Aggregate.

Liquor Liability
If the alcohol is being served, a one-million dollar ($1,000,000.00) Liquor Liability policy should also be taken out. All policies should additionally insure the City of West Palm Beach before, during and after the event.

Please include the dates and location of the event on the certificate of insurance.

FINAL SITE MAP
The site map shall include all structures to be utilized in the event, including: tents, concession area, restrooms, dumpsters, stage, entrances/exits, and fence lines. Please make a list of the vendors who will be at your event, with corresponding numbers on the tents/locations. This map should be as extensive as possible. It is due to Community Events 14 days prior to the event date.

NOTIFICATION LETTER
Promoters are required to notify anyone who will be affected by the special event (homes, businesses, condo, etc.) 30 days prior to the event date.

Letters must include: time, date, and location of the event, a description of the event, the time of the set-up and break-down, detailed information of any road closures including times of closure and map.

For events taking place fully in downtown West Palm Beach, the promoter will provide information to the Downtown Development Authority (DDA) who will send out to the local merchants, condos, etc. For events outside of the downtown area, promoters must hand deliver letters to condos, businesses and homes along the road closure route or directly adjacent to the event. Please make sure Community Events receives a copy of the notification at least 14 days prior to the event.

If it is a business, this is a great opportunity for you to invite them to get involved in participating or advertising your event.

VENDOR LIST
A complete list of vendors that you have contracted with to produce your event, with cellphone numbers and emails must be provided 14 days prior to the start of your event. Electrician, production, cleaning, rental companies, etc.

BUSINESS TAX/SPECIAL EVENT CERTIFICATE
Events are required to obtain a Business Tax/Special Event Certificate from Development Services. A copy of the certificate will need to be submitted to Community Events prior to the event. Please contact Construction Services at 561-805-6689 with any questions.
TRAFFIC PLAN
If your event is expected to bring 5,000 or more people to the downtown, the City would like to know how you plan to have the attendees come in and out of the City.

If you have road closures, you must submit a Maintenance of Traffic Plan (MOT) from your barricade company.

Any walk or run with 600 or more attendees will require road closure.

PARKING PLAN
Please let us know where you plan to park your staff, volunteers, sponsors, and patrons. The City of West Palm Beach Parking Department will be happy to assist you with your needs.

SAFETY PLAN
On a site map, show us where you will station security guards, police, first aid stations, emergency exits, ADA accessible areas, and provide a comprehensive description of your plan in the event of an emergency.

Please provide these plans in detail for the Community Events Division, the Police Department, the Traffic Department, the Parking Department and the Engineering Department for review.

COPY OF ALCOHOL PERMIT (IF APPLICABLE)
You must obtain a copy of the alcohol permit if you are selling alcohol. The City of West Palm Beach requires a copy of the license.

COPY OF TENT AND ELECTRICAL PERMITS
You are required to obtain all necessary tent and electrical permits through Development Services. Upon submitting your final sitemap, please be prepared to discuss your electrical requirements for your entire event site. City staff will assist you in determining if you will be required to contract with an electrician for your event. If you are unsure whether or not you need a permit please contact Development Services at 561-805-6689.

COPY OF THE FDOT PERMIT
If your event includes the closure of State roads you must obtain approval from the Florida Department of Transportation. Please contact FDOT for information on how to obtain a permit.

TENT PLACEMENT
All tents must be weighted with blocks or barrels of water. Tents may not be staked anywhere. A fine of $500.00 per tent will be assessed for any tents which are staked. The City does this to avoid staking any waterlines or electrical. Please make sure the weights are heavy enough to withstand strong winds that could occur.

VEHICLES
No vehicles may be driven or parked on the grass unless approved on the final site plan. Any damage to grass will be deducted from the security deposit.

FOOD VENDORS
Food vendors are required to use a protective flooring/tarp when cooking.
PAVERS
Should the pavers be left dirty, the promoter may be charged for them to be pressure cleaned. Only vehicles identified and approved on the final site map may be parked on pavers (sponsor vehicles, hospitality vehicles, etc.) No personal or vendor vehicles may be parked on pavers. Any damage to the pavers will be deducted from security deposit.

TECHNICAL EQUIPMENT
All technical equipment and support must be arranged by the promoter. This includes both sound and light.

GATED EVENTS (MEYER AMPHITHEATRE ONLY)
All fencing must be footed.

Fencing is not permitted to be broken down between the hours of 10:00 p.m. and 7:00 a.m.

The grass area located at the corner of Evernia St. and Narcissus St. must not be fenced in and must be accessible to residents.

COMPLIMENTARY TICKETS
If the event is ticketed, 150 complimentary tickets must be given to the City Administrator or to his/her designee to distribute to City Commissioners, City staff, and the Mayor. Tickets are due to Community Events 3 weeks prior to the event.

RESTROOMS
Event promoters will be required to keep the restrooms cleaned and stocked with supplies at all times. Event promoters are also required to clean the bathrooms post event including mopping, toilets, countertops, etc. The City does not supply garbage cans, toilet paper, paper towels or hand soap.

The City may require the promoter to provide portable restroom facilities (including ADA accessible) in additional to existing permanent restrooms depending on the anticipated crowd size and/or event history.

LOGISTIC ISSUES
As our downtown continues to grow, we must take into consideration the residents who live within the areas of your event.

- Please attempt to keep the roads open and accessible
- Do not stage equipment overnight that can be disrupting to residents (i.e. refrigerated truck, generators, etc.)
- Refrigerated trucks or generators are not allowed to be parked on Narcissus Avenue between Datura and Evernia Streets
- If you must place port-o-lets in front of businesses and condominiums, such as on the sidewalk of Narcissus b/w Datura and Evernia, you will be required to provide screening.

ADDITIONAL POLICIES MAY BE FOUND IN THE SPECIAL EVENTS APPLICATION UNDER TERMS AND CONDITIONS
ENTERTAINMENT
Licensee is solely responsible for all contracts or agreement of any nature for entertainment for the event. All contracts or agreements of any nature shall be negotiated by Licensee and secured at the sole expense of the Licensee. The City shall not be named as a party in any contract for goods and/or services provided in conjunction with the event. Licensee represents and warrants that it shall have, prior to the event, all necessary performing rights and licenses (BMI/ASCAP) and shall ensure that all performance payments required to be made under such licenses are made promptly and directly to the licensing organizations. The City shall have no responsibilities to any performing rights licensing organization for any performances during the event.

Amplified sound must be within reasonable limits. The City of West Palm Beach reserves the right to reduce sound levels as needed. Amplified Sound is permitted within the following hours:

- **Sunday through Thursday:** 7:00 a.m. to 10:00 p.m.
- **Friday and Saturday:** 7:00 a.m. to 11:00 p.m.

Amplified sound may not go past the end time submitted on application.

All special events permitted at the Meyer Amphitheater (Amphitheater) shall be limited to a continuous airborne sound level not to exceed 100 dBA as measured no closer than 80 feet and no farther than 100 feet from the Amphitheater’s stage.

FEDERAL, STATE, COUNTY & CITY REGULATIONS
Licensee shall comply in all material respect with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations.

SANITARY & FOOD REGULATIONS
Sanitary and food facilities shall be provided by the Licensee in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Palm Beach County Health Department. Licensee agrees to ensure that any and all grease remaining after the event by food vendors shall be properly disposed of in accordance with any applicable ways. In the event Licensee fails to properly dispose of the grease, the City will charge Licensee for the cost incurred by the City to do so.

CONCESSIONAIRE RIGHTS
Licensee shall have exclusive concessionaire rights within the permitted area.

DISCRIMINATON CLAUSE
Licensee and its concessionaires shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee or customer because of sex, age, race, color, religion, ancestry, national origin, sexual orientation, or disability.

ADA ACCESSIBLE
Licensee must make the site accessible in compliance with the requirements of the American with Disabilities Act.
How to Comply:
If you are providing portable bathroom facilities, a minimum of 5% of the facilities must be wheelchair accessible and meet applicable codes.

All pedestrian routes from the parking lot to the event site are equipped with curb cuts or temporary ramps to accommodate wheelchair patrons.

All ramps must meet the Florida Accessibility code. The maximum slope of a ramp should be 1:12”. The maximum rise shall be 30”, 70mm.

Displays and exhibits must be set at least 36” to 42” apart to allow clearance for wheelchair accessible visitors. All display items should be located no higher than 54” to allow a parallel approach by a person in a wheelchair. For forward approach, the maximum height must be 48”. Vendors who do not meet these standards must be willing to accommodate disabled patrons by coming out of the exhibit when assistance is required. Make certain that displays, events and concessions are set up along existing hard surfaces when possible, and avoid tree routes, soft or rough terrain.

Wheelchair accessible transportation must be made available for the duration of the event if transportation is being offered during the event from a central parking area.

EMERGENCY ACCESS & COMMUNICATION
Licensee shall provide any and all emergency access required by the City. Licensee should keep a 15 foot fire lane open at all times and provide keys to all gated areas.
Communication with the emergency services should be clear and precise about the emergency location. A plan should be drafted and volunteers, staff and participants in the event should be informed of what steps to take in case of an emergency.

SITE CONDITION
Safety comes first. Please plan your event site free of trip hazards and congestion.

CROWD MONITOR
Please insure that areas do not become overcrowded. Make sure that the site you book will accommodate the entertainment you bring in. For gated events in the Meyer Amphitheatre, the Fire Marshall shall review site plan and provide requirements regarding gates, access and maximum capacity.
**TO APPLY:**

*Please include the following items with your application*

- $50.00 Non Refundable App Fee
- Completed Application
- Signed Terms and Conditions
- Site Map

**THE FOLLOWING ARE REQUIRED IN ORDER TO PRODUCE YOUR EVENT:**

- Security Deposit
- Special Event Permit Fee
- General Liability Insurance
- Liquor Liability Insurance
- Liquor License
- Business Tax Receipt
- Special Event Certificate
- Certificate of Use Certificate
- Tent Permit
- Electrical Permit
- MOT
- FDOT
- Neighborhood Notification
- Vendor List
- Cell phone numbers of all on-site contacts
- Final Site Plan
- Confirmation of Police
- Confirmation of EMS/Fire
- Confirmation of any inspections
- Site walk through pre-event
- Site walk through post-event
APPLICATION FOR SPECIAL EVENT HOSTED ON PUBLIC PROPERTY

Submittal of this application does not guarantee approval for the event
Please make sure that you fill this application out completely. Do not forget to include a check for $50.00 payable to the City of West Palm Beach. Also include a detailed site plan that shows all temporary structures (tents, restrooms, stages, dumpsters, etc.).

Event Name: ____________________________________________________________

Requested Event Location:

<table>
<thead>
<tr>
<th>EVENT DATE</th>
<th>DAY OF WEEK</th>
<th>START TIME</th>
<th>END TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAY 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAY 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DAY 3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Set-up will begin on ________________________ at ______________________ a.m./p.m.

Break-down will completed by ________________________ at __________________ a.m./p.m.

<table>
<thead>
<tr>
<th>ALTERNATIVE EVENT DATE</th>
<th>DAY OF WEEK</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAY 1</td>
<td></td>
</tr>
<tr>
<td>DAY 2</td>
<td></td>
</tr>
<tr>
<td>DAY 3</td>
<td></td>
</tr>
</tbody>
</table>

APPLICANT INFORMATION

Applicant: __________________________
Organization/Corporation

Address: ____________________________________________________________

City: _____________________________ State: ______ Zip Code: _____________

Phone: ___________________________ Fax: _____________________________

Contact: __________________________

Phone: ___________________________ Cell: _____________________________

Email: __________________________ 

Organization producing the event is a (please circle):

For Profit      Non-Profit     Downtown WPB Merchant     Neighborhood Association
Information to be listed on the City Event Listing (http://wpb.org
Phone: ___________________ Website: ___________________

Please give a detailed description of the event – include all aspects of the event. *Remember to keep Community Events informed of any additions, deletions or changes to your event!*
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

Has this event taken place in the City of West Palm Beach? □ Yes □ No
If YES, how many years? ___________________

Is this event produced in other cities? □ Yes □ No
If YES, please list what cities: ________________________________________________

<table>
<thead>
<tr>
<th>EVENT REFERENCES (LIST TWO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>REFERENCE 1</td>
</tr>
<tr>
<td>Organization/Company:__________________________</td>
</tr>
<tr>
<td>Contact:__________________________</td>
</tr>
<tr>
<td>Phone:__________________________</td>
</tr>
<tr>
<td>REFERENCE 2</td>
</tr>
<tr>
<td>Organization/Company:__________________________</td>
</tr>
<tr>
<td>Contact:__________________________</td>
</tr>
<tr>
<td>Phone:__________________________</td>
</tr>
</tbody>
</table>

Estimated number of attendees you will expect to attend your event? ______________

**Ticket Prices (if applicable)**

Adult / General Admission: $_________ Senior: $_________ Child: $_________

How will these revenues be used? ____________________________________________
_____________________________________________________________________________

If the proceeds of the event are intended for an organization other than the applicant, please provide the following information:

Benefiting Organization:__________________________
Address:________________________________________
City: ___________________ State: ______ Zip Code: __________
Contact:________________________________________
Phone:________________________________________
Email:________________________________________ Website: ___________________
Terms of Agreement: 

% of funds which will be donated: 

* MUST provide copy of non-profit 501C3 Status *

CITY SERVICES

ROAD CLOSURES
Will you require road closures? ☐ Yes ☐ No

If YES, please describe the streets you want closed and the closing and opening dates/times.

<table>
<thead>
<tr>
<th>STREET / INTERSECTION</th>
<th>CLOSURE</th>
<th>RE-OPEN OF ROAD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Date / Time</td>
<td>Date / Time</td>
</tr>
<tr>
<td></td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>/</td>
<td>/</td>
</tr>
<tr>
<td></td>
<td>/</td>
<td>/</td>
</tr>
</tbody>
</table>

NOTE: Event Producer is responsible for obtaining company to provide: MOT, cones, barricades and signage for road closures and will require FDOT permit if using county roadways.

Event Producer is required to pay for any meters along road closure at $20.00 per meter.

PARKING

Will you need any parking lots reserved for non-public use? ☐ Yes ☐ No

Will you need parking meters reserved? ☐ Yes ☐ No

If YES, please list the number of meters you are requesting and the locations (streets beginning at an intersection and ending at another or specific meters numbers).

<table>
<thead>
<tr>
<th># of Meters</th>
<th>Location of Meters</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reserved parking meters are $20.00 per meter per day including Sundays and Holidays

DUMPSTERS

Will you need dumpsters? ☐ Yes ☐ No

If YES, how many? ____________

Sanitation fees for dumpsters will be deducted from your security deposit
POLICE SERVICES

Police services requirements will be determined by the City.

EMS SERVICES

EMS services requirements will be determined by the City.

ADDITIONAL INFORMATION

ALCOHOL

\textbf{NOTE}: Include locations of any alcohol being sold or served on your site map.

State and local laws apply with regards to alcohol consumption. The sale of alcohol must be permitted and sold by licensed vendors and proper documentation must be provided to the City at least 14 days in advance of the event.

You must provide: 
\textit{Liquor Liability Insurance} with the City of West Palm Beach listed as “Additional Insured” and a \textit{Liquor License}, these can be provided by caterer on your behalf. \textbf{THIS IS NOT OPTIONAL}.

FOOD

Will food be served at your event? ☐ Yes ☐ No
Will food be sold at your event? ☐ Yes ☐ No
Will you be using a concessionaire company? ☐ Yes ☐ No

\textbf{NOTE}: Any food vendors are required to be in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Palm Beach County Health Department.

MUSIC

Will music be provided at your event? ☐ Yes ☐ No
If YES, what type of music? __________________________________________
Will you be using a professional production company? ☐ Yes ☐ No

FENCING

Will you be using a fencing company for your event? ☐ Yes ☐ No

\textbf{NOTE}: Fence company must apply for Fence Permit through Development Services and supply a copy to Community Events. Fencing cannot be installed before 7:00 a.m. and cannot be broken down after 10:00 PM Sunday-Thursday and after 11:00 p.m. on Friday & Saturday – \textbf{NO EXCEPTIONS}.

CLEANING

You will be required to use a cleaning company experienced in cleaning outdoor events.
Name of cleaning company: __________________________________________
**NOTE**: If event site is not cleaned per the Terms and Conditions, the City reserves the right to have another cleaning company of its choice complete the job and any fees will be deducted from security deposit.

**ELECTRICITY**

Will you be using temporary electric? □ Yes  □ No
Will you be contracting with an electrician for your event? □ Yes  □ No

**NOTE**: Electrical Contractor must apply for Temporary Electrical Permit through Development Services and supply a copy to Community Events. Also no electrical work can occur before the approved set-up time and must be removed by the approved breakdown time.

**TENTS/OTHER EQUIPMENT**

Will you be erecting any tents, stages, ticket booths, etc.? □ Yes  □ No
Will you be using a tenting company? □ Yes  □ No
Will you be using a rental company? □ Yes  □ No
Will you be using port-o-lets at your event? □ Yes  □ No

**NOTE**: Tent contractor must apply for Tent Permit through Development Services and supply a copy to Community Events. No tents can be installed or equipment dropped off before the approved set-up time. All tents and equipment must be removed by the approved breakdown time. You MUST include all of these items on your site map.

**AMUSEMENT RIDES/GAMES/LIVE ANIMALS**

Will your event include amusement rides? □ Yes  □ No
If **YES**, what kind? _______________________________________________________________
Will your event include children’s games? □ Yes  □ No
If **YES**, what kind? _______________________________________________________________
Will your event include live animals? □ Yes  □ No
If **YES**, what kind? _______________________________________________________________

**NOTE**: All amusement rides must be approved by the State.
Large amusement rides such as ferris wheels are not allowed on the West Palm Beach Waterfront. Bounce houses should be positioned so not to block the waterfront views.

**PROMOTION/ADVERTISING**

What type of promotion/advertising do you have planned for your event? ____________________________

______________________________

______________________________

______________________________

Page 21
Will you include in newspaper?  Yes  No
If YES, name of newspaper:

Will you include in magazines?  Yes  No
If YES, which magazines:

Will you include radio?  Yes  No
If YES, name of radio station(s):

Will you include television?  Yes  No
If YES, name of television station(s):

In order to ensure your application is processed please check off that you have included the following items:

- Completed Application
- Site Map
- Non Refundable $50.00 Application Fee

CANCELLATION POLICY
- CANCELLATION REQUEST MUST BE SUBMITTED IN WRITING
- Fifty percent (50%) of the deposit will be returned if the event is CANCELED between three (3) months and six (6) weeks prior to the first date of the event.
- No deposit refund will be paid if the event is CANCELED within six (6) weeks of the first date of the event.

DEADLINES
- ALL EVENTS (EXCEPT FOR HIGH IMPACT EVENTS) - 6 WEEKS
- HIGH IMPACT EVENTS - 6 MONTHS
EVENT APPLICATION APPROVAL. If your application is approved, you will receive an Event Confirmation Approval Letter from the City. The Event Application, these Terms and Conditions, as may be amended from time to time, and the Event Confirmation Approval Letter together constitute the Special Event Permit. The Event Confirmation Approval Letter will identify the location for your Event (“Permitted Area”) and shall include the dates and Permitted Area for your Event, the amount of the Special Event Permit Fee, the Security Deposit, the set up and break down times, and the number of complimentary tickets required, if any. The City reserves the right to modify the Terms and Conditions and will notify you of any modifications made between the time of your application and your Event. In the event that you do not agree with the modified Terms and Conditions, you will have the right to cancel your Event within ten (10) days of notification from the City.

PERMITTED AREA. You agree to take the Permitted Area in its “as is” condition. All booths, stages, vendors, port-o-lets, etc. shall be placed in locations on the site which are designated by the City for such purposes so as not to cause damage to the landscaping or foliage on the site. No heavy equipment, motor vehicles or large vessels shall be brought or permitted on the site. All tents must be weighted down with cement buckets or water barrels; stakes may not be used. No driving of any vehicle shall be permitted on the grass as it may result in tire ruts and may cause damage to the irrigation system. You agree to pay to the City as liquidated damages, and not as a penalty, $500.00 per vehicle that drives onto the grass and $500.00 per staked tent for any repair costs that the City may incur and the City may apply the Security Deposit as liquidated damages. The Permitted Area must be restored within 48 hours of the conclusion of the Event at your expense. An inspection will be conducted by the City immediately prior to the Event to ensure that the location of booths, port-o-lets, stages, etc. are in accordance with the approved site plan. You are required to make sure the bathrooms stay cleaned and stocked at all times during the event. All food vendors must have grease protective covers under their tents. Grease traps are not provided. You are required to take grease/oil with you and dispose of them properly. You may use electric tiki torches only; no fire or gas torches shall be allowed at any time within the Permitted Area. You shall not obstruct the visibility of the waterfront during set up and break down of the Event. Any port-o-lets placed in front of businesses or condominiums must be screened from view by fencing, lattice, or other screening. Placement of port-o-lets must be approved by Community Events.

SPECIAL EVENT PERMIT FEE. The special event permit fee is calculated using a point system based on the information provided in your application. Fees range from $25.00 to over $15,000.00. Factors include, but are not limited to, the time of year, duration of the event, time of the event, type of event, site, and road closures. The fee is due 6 weeks prior to the Event.

SECURITY DEPOSIT. Security Deposits are due 3 months prior to the Event. For events that apply less than 6 weeks prior to the Event, the Security Deposit is due upon notification of approval by the City. The amount of the deposit is determined by a point system and ranges from $500.00 to over $15,000.00 based on the impact of the Event.

REFUND OF SECURITY DEPOSIT. The Security Deposit will be refunded within 30 days following the Event if you complied with all conditions of the Special Event Permit. The City shall have the right to deduct any charges for services rendered or damages caused from the Security Deposit. In the event the Event is canceled more than 6 weeks in advance, fifty percent (50%) of the deposit will be refunded. The deposit will not be refunded if the event is canceled by you within 6 weeks of the first day of the Event.

RESERVATION OF DATE. If a date that is currently reserved by you has been requested by another applicant, you have 5 days after notice from the City that the date reserved has been requested by another applicant to submit your Security Deposit to the City. If your deposit is not received within 5 days of notice from the City, the reserved date shall be released and made available to other applicants.

POLICE AND EMS FEES. Police officers and EMS personnel shall be required to be at each location deemed necessary by the City to maintain order and protect persons and property during the Event. You are required to contact Police and Fire 30 days prior to the Event to arrange for services, schedule inspections and discuss the security plan for your Event. Failure to contact Police and Fire may result in the termination of your permit. The cost for providing off-duty police services shall be the rates currently in effect as established by the Police Department, with a minimum of three hour shifts. Should your event be projected to have a significant impact on local traffic within the immediate area, the Police Department will require additional personnel to assist in traffic control to provide safe and efficient flow for citizens. These extra personnel will be assigned by the Police Department at your cost. You shall pay the estimated costs for police to be provided by and paid directly to the West Palm Beach Police Department not less than 14 days prior to the event. The estimated EMS charges shall be paid directly to West Palm Beach Fire Rescue not less than 14 days prior to the Event. If the actual costs for Police and EMS are less than the estimated amount, the excess amount will be refunded. If the actual costs are greater than estimated, the City will invoice you and you shall pay the amount within 14 days of the conclusion of
the Event. If you fail to pay this amount, the City shall have the right to apply the Security Deposit.

ADDITIONAL EVENT FEES. You are required to pay for any reserved parking meters 14 days prior to the Event at a rate of $20.00 per day. Once you have submitted your request for parking meters, an invoice will be sent to you and must be paid directly to the Parking Administration prior to the Event. Within 14 days of the conclusion of the Event, you shall pay to the City all expenses incurred by the City for services provided for the Event including sanitation, extra parking meters, and any other services required in the City’s staffing of the Event. Permitted Events on public property are required to have a special event staff person onsite or on call. Staffing determinations will be made by the City and you will be notified a minimum of two weeks prior to your event. You shall pay an onsite staff person at a rate of $35.00 per hour for facility use. You shall also pay the City for an on-call Community Events Division employee at the rate of $25.00 per day during the Event, Sunday thru Saturday, including holidays. If the City employee is called out, they shall be paid at the rate of one and one half time base rate of pay for actual time worked and shall be guaranteed a minimum of two and one half hours of pay at said rate. There will be no fee charged for administrative time and every effort will be made by the City to perform administrative services during regular City work hours. Should the City utilize a non City employee contractor to monitor onsite activities, you will be billed at a rate of $25.00 per hour.

SET UP/BREAK DOWN TIMES. If you commence set up of the Event within the Permitted Area prior to the date and time specified in the Event Confirmation Approval Letter or fail to complete the breakdown of the Event by the date and time set forth in the Event Confirmation Approval Letter, including removal of all materials and equipment and restoration of the Permitted Area, you agree to pay to the City, as liquidated damages and not as a penalty, $100.00 for each hour that the Permitted Area is occupied prior to the commencement of the set up period or after the expiration of the breakdown period. The City may apply the Security Deposit as liquidated damages in connection herewith.

INDEMNIFICATION. You agree to indemnify, defend, save and hold harmless the City and its officials, agents and employees from any claim, demand, suit, loss, cost or expense or any damages which may be asserted, claimed or recovered against or from the City or its officials, agents and employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with your use of the Permitted Area or the condition of the Permitted Area including those arising during the set up and breakdown of the Event. This indemnification includes, but is not limited to, compliance with the terms and conditions of the Special Event Permit, your operations and use of the Permitted Area or any act or omission of you, your agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. You further agree to indemnify, defend, save and hold harmless the City and its officials, agents and employees from any claim, demand, suit, loss, cost or expense or any damages arising out of or relating to your failure to obtain all necessary performing rights and licenses (BMI, ASCAP and SESAC).

INSURANCE. You are required to obtain and keep in force at all times during the period for which privileges are granted by the Special Event Permit, a policy or policies of public liability and property damage insurance, protecting the City, its officers, agents and employees against any and all liability due to death, injury or damage to property arising out of, or any way incidental to your operation. You agree to provide the policy or policies in comprehensive form in an amount not less than $1,000,000, combined single limit, per occurrence, bodily injury, including death and property damage, and $2,000,000 General Aggregate. The policy shall contain broad form contractual coverage applicable to the Special Event Permit and, if alcohol will be sold, possessed or consumed at the Event, liquor liability with minimum amounts not less than that required for bodily injury and property damage. The City shall be named as an additional insured on all required policies and a certificate of insurance evidencing the required coverage shall be submitted to the City at least 14 days prior to the Event.

ALCOHOL PERMIT. If you are selling alcohol at the Event, you must submit a copy to the City of the alcohol permit issued by the Division of Alcoholic Beverages and Tobacco at least 14 days prior to the Event.

GLASS CONTAINERS. No glass containers shall be allowed at the Event.

ROAD CLOSURES. You may have to supply maintenance of traffic plan at the request of the City’s Traffic Engineer. Depending on the location of the Event, you may also be required to pay for any overtime associated with the Traffic Division’s closing/opening the road. If you plan to close a State road, you will be required to obtain a permit from the Florida Department of Transportation and provide a copy to the City.

FINAL SITE MAP. Not less than 14 days prior to the set up date, you shall provide to the City the following: (a) a final detailed site plan for the Event showing the location of any tents, port-a-lets, parking, stages, booths, etc. and the times when such will be constructed and dismantled. Such site plan shall be subject to the review and approval by the appropriate City departments who are authorized to require you to make revisions to your plan. You shall make such revisions and adjustments as requested by the City. Any further changes made to the revised site plan by you after the review by City departments must be approved by the City; (b) a description of all activities and events to occur on the Permitted Area during the Event; (c) the home and business numbers of your corporate officers; and (d) any other information required by the City’s Community Events Manager. You also may be required to provide security badges, master gate keys and complimentary tickets to the Event to the City.

NOTIFICATION LETTERS. You are required to notify all property owners and businesses adjacent to the Permitted Area and along road closure route 30 days prior to Event set up. The City shall receive copy of notices 2 weeks prior to event.
INSPECTION OF PERMITTED AREA; RESTORATION OF PERMITTED AREA. You and a representative of the City shall inspect and document the condition of the Permitted Area on or before commencement of set up. Photographs of the Permitted Area may be taken. You must restore the site to a condition equal to that existing on the date of the inspection and pay all costs for the repair and replacement of City property which is necessary due to this Event. If any damage is not repaired, it is understood that the City will have the right to complete the work and charge you for the costs.

ENTERTAINMENT. You shall be solely responsible for all contracts or agreements of any nature for entertainment for the Event. All contracts for entertainment shall be negotiated by you and secured at your sole expense. The City shall not be named as a party in any contract for entertainment provided in conjunction with the Event. And the City shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Event. You represent and warrant that you shall have, prior to the Event, all necessary performing rights and licenses (BMI, ASCAP, SESAC) and shall ensure that all performance payments required to be made under such licenses are made promptly and directly to the licensing organizations. In the event that you fail to obtain licenses as required hereunder, you shall be responsible for payment to the City of all license fees incurred for the Event. The City shall have no responsibilities to any performing rights licensing organization for any performances during the Event. You shall provide a complete list of entertainment to the City upon request.

FEDERAL, STATE, COUNTY AND CITY REGULATIONS. You shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations. You shall obtain at your own expense all required licenses and permits.

RECYCLING. You agree to use your best efforts to recycle materials.

SANITARY AND FOOD REGULATIONS. Sanitary and food facilities shall be provided by you in accordance with applicable laws and regulations of the Florida Department of Environmental Protection, Department of Business and Professional Regulation and the Palm Beach County Health Department. You shall ensure that any and all grey water and grease remaining after the Event by the food vendors is properly disposed of in accordance with applicable laws. In the event you fail to properly dispose of the grease, the City will charge you for the cost incurred by the City to do so and shall have the right to apply the Security Deposit.

CONCESSIONAIRE RIGHTS. You shall have exclusive concessionaire rights within the Permitted Area during the Event.

NON-DISCRIMINATION. You and your concessionaires shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee or customer because of race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation.

ADA ACCESSIBLE. You are responsible for ensuring that the Event site is accessible in compliance with the requirements of the Americans with Disabilities Act.

DEFAULT. In the event of a failure to comply with any provisions of the Special Event Permit, the City may exercise any and all remedies herein enumerated or permitted by law, including the termination of the permit without notice or opportunity to cure. Default shall include failure to pay the Special Event Permit Fee or any portion thereof when due; abandonment of the Permitted Area or any part thereof; failure to carry the required insurance; or the return of any checks given by you due to insufficient funds.

CLEANING OF PERMITTED AREA. You shall be responsible for all clean-up of the Event site and a one block radius. The City reserves the right to approve the company selected by you to provide the clean-up services at least fourteen (14) days prior to the Event. If your expected attendance is more than 1000, the City may require you to use a company that specializes in large festival cleaning.
TERMINATION. The City shall have the right to terminate the Special Event Permit at its sole option at any time for convenience, with or without cause and without penalty, upon 7 days prior written notice.

CROSS MARKETING OPPORTUNITIES. The City shall be permitted to provide two 8 foot banners advertising the Downtown Waterfront to be hung in mutually agreeable, high visibility areas within the Event site. The City shall also be permitted to provide materials or items promoting the Downtown Waterfront for inclusion in the Event’s information booths, vendor information materials, participant information materials, etc. The City shall also have the right to one 10X10 booth space, in a mutually agreeable, high visibility area within the Event site, to promote the Downtown Waterfront.

AMPLIFIED SOUND RESTRICTIONS. The use of amplified sound, generators, refrigerated trucks and fence installation and removal is prohibited between the hours of 11:00 PM to 7:00 AM Friday and Saturday and between the hours of 10:00 PM to 7:00 AM Sunday through Thursday.

NOISE REGULATIONS FOR EVENTS AT THE MEYER AMPHITHEATER. All special events permitted at the Meyer Amphitheater (Amphitheater) shall be limited to a continuous airborne sound level not to exceed 100 dBA as measured no closer than 80 feet and no farther than 100 feet from the Amphitheater’s stage. The City will use a sound meter with NIST calibration to monitor sound levels throughout your event. Amplified sound, including sound checks, may not be used before 7:00 AM on any day.

Whenever the City observes a violation of this provision, the City shall issue a warning to the individual, or individuals, responsible for the violation. The warning shall state the dBA readings obtained during measurement and shall inform the individual or individuals that the generated sound level at the Amphitheater must be reduced within five minutes. Thereafter, each re-measurement that exceeds 100 dBAs shall constitute a separate violation.

If a second offense occurs, at any of your events anytime within 90 days of issuance of a warning, you shall pay damages to the City in the amount of $250.00. For the third offense and each offense thereafter which occurs at any of your events anytime within 90 days of issuance of a warning, you shall pay damages to the City in the amount of $1,000.00 for each subsequent offense.

All technical definitions not defined herein shall be in accordance with the applicable publications and standards of the American National Standards Institute.

LIMITATION OF LIABILITY. You agree that the City’s liability for any cause of action for money damages due to an alleged breach by the City of the Special Event Permit shall not exceed, in total, $5,000.00. You agree that the City shall not be liable to you for damages in an amount in excess of $5,000.00 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by the Special Event Permit. Nothing contained herein is in any way intended to be a waiver of the limitation placed upon the City’s liability as set forth in Florida Statutes, Section 768.28.

GOVERNING LAW. The Special Event Permit shall be governed by the laws of the State of Florida and venue shall lie in Palm Beach County.

ATTORNEYS FEES. In the event the City is required to file legal action against you to collect any amounts due under the Special Event Permit, the City shall be entitled to its costs of collection, attorneys’ fees and cost, and interest at the maximum rate allowable by law.

NOTICES. Any and all notices to you may be given or served by certified or registered mail, or electronic transmission producing a written record, to the address set forth in your application. Any and all notices to be given to the City may be given or served by certified or registered mail, or electronic transmission producing a written record, addressed to Mary Pinak, Community Events Manager, City Hall, 3rd Floor, West Palm Beach, FL 33401.

PERMIT MODIFICATIONS. The Community Events Manager is authorized to modify, alter or waive any minor requirements, conditions or provisions of the Special Event Permit if in the best interest of the City in order to facilitate the safe or efficient implementation of the Event.

COMPLIMENTARY TICKETS. If the event is ticketed, 150 complimentary tickets must be given to the City Administrator or his/her designee to distribute to City Commissioners, City staff, and the Mayor. Tickets are due to Community Events 3 weeks prior to the event.
I have received and read a copy of the Special Event Permits Terms and Conditions attached hereto and understand and agree to all the terms and conditions. I am aware that if any of these terms and conditions are violated, I will be charged accordingly. I understand and agree that I shall be and will remain solely and fully responsible for compliance with all the terms and conditions of the Application and Terms and Condition, and that I shall be solely and fully liable for any breaches or violations thereof, regardless of the actual source of the payment of any fee or charge required for the use of the Permitted Area as provided herein. If I am signing on behalf of an applicant organization or corporation, I also represent that I am authorized to sign the application on behalf of the organization or corporation and that my signature will bind the organization or corporation.

Organization:__________________________________________________________

Authorized Representative (print):________________________________________

Signature: ____________________________________________________________________

Date: ______________________________________________________________________

PLEASE SEND EVENT APPLICATION, $50.00 CHECK AND SITE MAP TO:

City of West Palm Beach
Community Events Division
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401