

City of Pinellas Park
Application for use of England Brch\ Yfg Park
.....**5121 80th Avenue North**

~~England Brothers Park Use Permit Attachment—Rules and Regulations Park 1 of 2~~

The USER covenants and agrees to abide by and be bound by the following rules and regulations:

All Fire Department Regulations must be strictly observed.

Smoking is prohibited inside the England Brothers Band Shell.

USER will obtain any and all licenses and permits required.

Concessions will be operated only with the permission of the Government Relations Administrator or his designee.

The England Brothers Park must be surrendered in as good a condition as when USER went into possession. Costs or repair and replacements must be borne by the USER.

USER shall, if required by the Government Relations Department, submit a setup diagram at least two weeks prior to event.

The hanging of anything from the Park space frame roof structure is strictly prohibited, except light weight cloth or paper signs or banners may be suspended after receiving prior written approval from the City. The USER assumes all responsibility and risks associated with the said sign or banner. The USER is responsible for hanging and removing banners and/or signs and providing their own ladders. Climbing or walking on the structure is prohibited.

It is the responsibility of the USER to remove any articles, platforms, scaffolding, instruments, wiring, equipment, etc., immediately upon completion of the USER's event or the expiration of this Use Permit, whichever is earlier.

USER shall provide ticket sellers, floor managers, stage crews, electricians, technicians, projectionist, sound system operators, and any and all help necessary for the event.

USER shall not possess, distribute, make available, sell or allow to be possessed, distributed, made available or sold, beer, wine or alcoholic beverages of any kind upon said premises with out expressed permission from the City Manager or his designee.

USER hereby covenants and agrees to keep and maintain the premises and improvements in good condition and repair during the term of this Use Permit and any extension thereof. USER agrees to use and maintain the premises in a safe and sanitary condition.

In consideration for USER's use of the England Brothers Park, the USER agrees to indemnify and save and hold harmless the City and to accept all liability arising out of, or resulting from any accident, illness, sickness, or other injuries, including death, at any time occurring to persons on City premises and/or property damage or loss to City premises, including contents, and to the property of others. USER agrees not to incur any efts for which the City may have liability. USER shall indemnify and save harmless the City of and from any and all such debts.

When so requested, USER shall procure an ISO form commercial general liability insurance policy or its equivalent, an automobile liability policy covering all motor vehicles M. utilized in the event, and a worker's compensation policy as required by Florida Statute. The City of Pinellas Park, Florida shall be named as an additional insured as regards the general liability insurance and shall be listed as a certificate holder for all policies. The insurance policy must contain a provision to provide the City of Pinellas Park, Florida, with thirty (30) days' written notice prior to termination, non-renewal, or-restriction of coverage. The USER shall provide to the City a Certificate of Insurance as evidence that these requirements have been met.

Signature:

Date:

City of Pinellas Park
Application for use of England Brothers Park
5121 80th Avenue North

England Brothers Park Use Permit Attachment—

Rules and Regulations Part 2 of 2

The **USER** covenants and agrees to abide by and be bound by the following rules and regulations:

The applicant shall obtain necessary approvals from the Police Department and/or Traffic Division Director concerning traffic, street closing, and/or security. USER shall be responsible for providing adequate security for its event, including without limitation the hiring of any necessary off-duty police officers. **Hiring of off-duty police officers is required for events serving alcohol. Hiring of EMS is required for events with 1,000 or more attendees or when roads are closed.**

The City reserves the right through its representatives to enter any portion of the event for good cause; and the USER hereby waives any right and claim for damages against the City and its said representatives, jointly and severally, by reason of exercise of such authority.

This *Use Permit* is non-transferable.

Keys to the England Brothers Park may be picked up at the Government Relations Department not earlier than one day prior to the USER's event. USER shall designate one person within its group who shall be responsible for securing the building immediately after the event has been completed and delivering all keys to the City's Government Relations Department.

In the event that the USER shall breach any provision of the *Use Permit*, the City shall be entitled to recover from USER a reasonable attorney's fee incurred in enforcing its rights hereunder whether or not suit be brought.

This document embodies the whole agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements, whether written or verbal, between the parties hereto. This agreement may be modified only in writing executed by all parties.

USER must pay all estimated charges at the time of submission of the application for the use of the England Brothers Band Shell and Town Square Plaza Park. Within ten (10) days following USER's event, exact charges, including charges for any damages, will be determined. Any excess monies will be refunded to the USER within thirty (30) days following the USER's event. If the charges exceed the amount paid by the USER, the USER shall be required to pay such differences to the City within ten (10) days following receipt of written notice of the deficiency from the City.

If any fees are charged, donations solicited, or sales conducted during or for the event, then USER will be required to execute a separate Contract and an Indemnification and Hold Harmless Agreement in forms acceptable to the City Attorney.

Maintenance fee includes cleaning of facilities and restrooms prior to event. It is the responsibility of the USER to leave the facilities and grounds clean and in good repair; costs of repair, trash removal and extraordinary cleaning, and replacements will be borne by the USER.

Refund of the deposit will be issued only after an inspection by City Staff has determined that no apparent damage has been done to the City facilities and grounds. If apparent damage has been done, the City will retain such portion of the security deposit as is necessary to properly repair such damage; the remainder of the deposit, if any, will be returned along with an itemized list of damages and costs. The security/damage deposit or any portion thereof by the City shall not constitute a waiver of any of the City's legal or equitable rights.

Signature: _____ Date: _____