

City of Fort Myers

Special Event & Production Application



The City of Fort Myers recognizes that special events play a significant role in the life of a community. Please complete this application thoroughly and review the special events permit guide for additional requirements.

SECTION I - GENERAL INFORMATION

Event Name/Production: _____

Event Type: Procession Assembly Competition Block Party Other _____

Has this event occurred in the past? Yes No If yes, when? _____

Event Description: _____

Location (Address, City street, City park, or City facility)*: _____

Date/Time	Date	Day	Begin	End	Attendance
Setup:	_____	_____	_____ AM/PM	_____ AM/PM	_____
Day 1:	_____	_____	_____ AM/PM	_____ AM/PM	_____
Day 2:	_____	_____	_____ AM/PM	_____ AM/PM	_____
Day 3:	_____	_____	_____ AM/PM	_____ AM/PM	_____
Breakdown:	_____	_____	_____ AM/PM	_____ AM/PM	_____

SECTION II - APPLICANT INFORMATION

Organization: _____ Tax ID / EIN: _____

Contact Name: _____ Telephone: _____

Email: _____ Alt. Contact: _____

Address: _____ City, State, Zip: _____

Event Organizer & Contact: _____
(If different from above)

Non-profit For-profit Private

*** Usage of City streets are restricted to non-profit entities AND cannot require admission to attendees.**
Usage of City parks are restricted to non-profit entities.
Admission may be charged with approval.
*** Usage of City facilities will require additional information.**

SECTION III - EVENT INFORMATION

During the event, will any of the following be used/required (check all that apply)?

- | | | | |
|---|--------------------------------------|--|---|
| <input type="checkbox"/> Alcohol* | <input type="checkbox"/> Electricity | <input type="checkbox"/> Food & Drink Vendors* | <input type="checkbox"/> Performers |
| <input type="checkbox"/> Portable Toilets | <input type="checkbox"/> Stages* | <input type="checkbox"/> Amplified Sound | <input type="checkbox"/> Lighting |
| <input type="checkbox"/> Fireworks* | <input type="checkbox"/> Animals | <input type="checkbox"/> Bounce Houses | <input type="checkbox"/> Rides / Games* |
| <input type="checkbox"/> Portable Equipment * | <input type="checkbox"/> Fire* | <input type="checkbox"/> All Other Vendors* | <input type="checkbox"/> Vehicles |
| <input type="checkbox"/> Tents* | | | |
| <input type="checkbox"/> Music: | <input type="checkbox"/> Amplified | <input type="checkbox"/> Acoustic | <input type="checkbox"/> Other |

Please identify other equipment or activities and type of performers planned: _____

* **Additional permits, licensing, and inspections may be required. Selecting items above does not guarantee approval for use based on the event, location, and time.**

SECTION IV - EVENT LOGISTICS

ON-SITE CONTACT NAME & NUMBER DURING EVENT: _____

ROADS/TRAFFIC: If you are requesting a road closure (additional road closure permit required), which streets (start and end) would be restricted:

Have you prepared a site map, and traffic and parking management plan? Yes No

SANITATION: All streets, parks and facilities must be returned to clean condition immediately following any approved event. Have you prepared a sanitation plan or do you intend to use City services to provide and charge for necessary cleanup? Yes No
 City Services

SECURITY: All public events require safety. Depending upon the size, nature, and location of event, this may include the City of Fort Myers police department. Have you prepared a safety management plan or do you intend to use the City of Fort Myers Police Department to provide and charge for necessary safety? Yes No
 City Security

FIRE/EMS: Some public events require fire and EMS to be present during event hours and/or conduct inspections prior and during the event. Have you considered this as a potential need? Yes No

EVACUATION: Have you considered an emergency evacuation plan for this event? Yes No

INSURANCE: All events on City property require insurance. Have you purchased this? If so, please attach with this application. Yes No

Note: The insurance policy and certificate of insurance must be approved 30 days prior to the event. The City of Fort Myers reserves the right to cancel any event without pre-approved insurance.

SECTION V- APPLICANT AGREEMENT

SAFETY: The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by City of Fort Myers to protect the health, safety and welfare of the public. City of Fort Myers shall have the power to review the proposal and require, as necessary, detailed plans, diagrams, and explanations to clearly outline to City of Fort Myers, exactly what the Applicant is proposing.

INSURANCE: The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amount of \$1,000,000 with coverage to include assault and battery to protect against damages or other claims arising from use of City property by the applicant or its guests. Other limits may also be established by City of Fort Myers Risk Management for events which will be serving or consuming alcoholic beverages at approved City property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "City of Fort Myers" must be named as "additional insured" on the Certificate of Insurance, and the Certificate must be delivered to City of Fort Myers prior to Applicant's use of the property. The Insurance may not be canceled during the term of the event, if this occurs, the City has the right to revoke approvals related to use of the City property for the event, without recourse by the applicant.

INDEMNIFICATION: Applicant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the City, and all its officers, officials, employees and agents of the City, from and against all claims which may result from allowing Applicant to utilize City property including the public right-of-way and from and against all claims arising out of Applicant's negligence in connection with this Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from.

The Applicant's obligation to indemnify, defend and hold harmless includes any claim by Applicant's agents, employees, representatives or any subcontractor or subcontractor's employees. Said indemnification shall not include claims resulting solely from the act, omission or negligence of the City, its officers, officials, employees or agents.

For film permit applicants: The permittee shall have on-site a responsible representative empowered with authority over the filming director, filming crews, participants and filming operation. Permittee shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the City, and all its officers, officials, employees and agents of the City, from and against all claims which may result from allowing Permittee to utilize City property including the public right-of-way and from and against all claims arising out of Permittee's negligence in connection with this Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from.

The Permittee's obligation to indemnify, defend and hold harmless includes any claim by Permittee's agents, employees, representatives or any subcontractor or subcontractor's employees. Said indemnification shall not include claims resulting solely from the act, omission or negligence of the City, its officers, officials, employees or agents.

DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES: The Applicant agrees to accept the City property on possession as being in a satisfactory state of repair and in sanitary condition. The Applicant must surrender the premises to City of Fort Myers in the same condition as when Applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. Applicant agrees to remove all business signs or symbols placed on the premises by the Applicant before redelivery of the premises to City of Fort Myers and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. Applicant agrees to clear the City of Fort Myers property of litter at the close of the event.

AGREEMENT: The Applicant agrees that City of Fort Myers can, at its sole discretion, terminate and cancel its permit to use City of Fort Myers property at any time without prejudice. Applicant further agrees to waive, release, save and hold harmless City of Fort Myers from any and all claims, demands or cause of actions based upon City of Fort Myers's cancellation or termination of said permit. The Applicant agrees that the City of Fort Myers permit does not provide Applicant with any property rights in the City property in question or in the permit itself. The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge.

PLEASE SUBMIT THE NON-REFUNDABLE \$25 APPLICATION FEE AND YOUR PRELIMINARY SITE PLAN WITH YOUR APPLICATION. THE CITY RESERVES THE RIGHT TO HALT ANY EVENT NOT IN COMPLIANCE WITH AN APPROVED PERMIT INCLUDING BUT NOT LIMITED TO SECURITY, MUSIC AND PERFORMERS, VENDORS, AND EQUIPMENT, ETC.

Signature of Applicant

Date

Print of Name of Applicant

Title