



Palm Beach Gardens, Florida
PLANNING AND ZONING DEPARTMENT

SPECIAL EVENT PERMIT APPLICATION

A. GENERAL INSTRUCTIONS AND SUBMITTAL REQUIREMENTS

This application is not for the use of city parks or public property. This application form identifies the minimum documents and information required to initiate the review of a special event permit. The applicant is cautioned to follow instructions carefully and note the necessary attachments that are required to be included with this application.

Special event means a temporary meeting, activity, gathering, or group of persons, animals, or vehicles, or a combination thereof, having a common purpose, design, or goal that will affect or impact the ordinary and normal use by the general public upon any public or private facility, street, sidewalk, alley, public or private area, or building where the event substantially inhibits the usual flow of pedestrian or vehicular traffic, and is not the type approved for, or customarily associated with, the site upon which the event is located. A special event is not a normal business sale event or similar activity for commercial and/or office establishments

A special event shall not exceed **seven (7) consecutive days**. The Director of Planning and Zoning may authorize one (1) administrative time extension of up to three (3) days based on a justification statement provided by the applicant that illustrates good cause and public interest of the city. Any event more than ten (10) consecutive days shall be approved by the City Council. However, pumpkin sales and Christmas tree sales shall not exceed thirty (30) consecutive days. Furthermore, the following special event occurrence shall apply:

- No more than four (4) special events per calendar year shall be held by any applicant at one (1) location, unless otherwise approved by the City Council following a recommendation by the Director of Planning and Zoning.
- Tenants located in commercial/office plazas are permitted up to four (4) special events per tenant each calendar year. However, this number of permitted special events shall exclusively apply to each tenant, and cannot be transferred to another tenant or party.
- No events shall occur consecutively, except for those with City Council approval, and if approved shall require a separate permit and fee for each event.
- Sub-tenants within commercial/office plazas are not permitted any special events.
- Commercial /office plazas with ten (10) tenants or less shall be limited to a maximum of eight (8) events per calendar year. Commercial/office plazas with eleven (11) or more tenants are permitted twelve (12) special events per calendar year.
- Anchor tenants are permitted three (3) events per calendar year exclusive of the limitation above.
- No more than two (2) special events at any given time may occur simultaneously at any commercial/office plaza. Special event applications will be reviewed and approved by the City on a first-come, first-serve basis.

The application submittal deadlines are as follows. A complete application, all supplemental materials, and a non-refundable special events application fee in the amount of **\$160.00 in the form of a check payable to the City of Palm Beach Gardens** shall be submitted to: **City of Palm Beach Gardens, Planning and Zoning Department, 10500 North Military Trail, Palm Beach Gardens, Florida 33410 on or before the following deadlines prior to the event. Applications that do not meet these deadlines will not be accepted.** Depending on the event, other fees may apply.

<u>Expected Attendance</u>	<u>Minimum Advance Time Required to File</u>
Less than or equal to 1,000 persons	one (1) month
1,001 to 5,000 persons	two (2) months
5,001 to 50,000 persons	four (4) months
More than 50,000 persons	six (6) months

B. EVENT INFORMATION (type the information or print in legible dark ink).

Name of Special Event _____

Property Owner _____

Address _____

Telephone and E-mail: _____

Applicant _____

Mailing Address _____

Telephone and E-mail _____

Address/Location of Event _____

Estimated Number of Participants _____

Dates and Times of Event

	Date	Day	Begin Time	End Time
Event Day 1	_____	_____	_____ [] AM [] PM	_____ [] AM [] PM
Event Day 2	_____	_____	_____ [] AM [] PM	_____ [] AM [] PM
Event Day 3	_____	_____	_____ [] AM [] PM	_____ [] AM [] PM
Event Day 4	_____	_____	_____ [] AM [] PM	_____ [] AM [] PM
Event Day 5	_____	_____	_____ [] AM [] PM	_____ [] AM [] PM

Event Day 6 _____ [] AM [] PM _____ [] AM [] PM

Event Day 7 _____ [] AM [] PM _____ [] AM [] PM

Organization(s) Producing Event

Name _____ Name _____

Address _____ Address _____

State/Zip _____ State/Zip _____

Telephone _____ Telephone _____

Alt. Telephone _____ Alt. Telephone _____

Email _____ Email _____

Individual(s) Responsible

Name _____ Name _____

Address _____ Address _____

State/Zip _____ State/Zip _____

Telephone _____ Telephone _____

Alt. Telephone _____ Alt. Telephone _____

Email _____ Email _____

Non-Profit, Private or Commercial Enterprises (if applicable)

Corporation Name _____

Tax Exempt Number _____

Date of Incorporation _____
(attach articles of incorporation)

C. CHECKLIST

Attached the following information in this order to expedite approval.

Authorization of Property Owner - notarized evidence from the property owner(s) authorizing use of the site for the special event.

Statement of Special Event Description Purpose and Use – the statement shall describe how the proposed event meets the definition of a special event as defined in Section 78-187, LDR and as stated on the front page of this application. Furthermore, describe the purpose for the special event and its uses, including, but not limited to sponsor(s), vendor(s), band(s), and/or other musical operations, planned activities, duration of event, location, hours of operation,

anticipated attendance, temporary lighting to be provided on-site, security, utilities, the use of generators, etc.

Has this event occurred in the City of Palm Beach Gardens before?

Yes No If Yes, Provide Date(s) _____

Has the site of the event had a special event this calendar year?

Yes No If Yes, Provide Date(s) _____

If yes, how many times this calendar year _____

Does the event require the use of electricity? Yes No

Will there be any vendors or concession sales? Yes No

Will alcoholic beverages be served? Yes No

Will there be a fireworks display? Yes No

Will food service be provided? Yes No

Will there be a parade? Yes No

Will your event require road closure? Yes No

If yes, describe the requested street segment closure and times

Will fire rescue services be required? Yes No

Will police services be required? Yes No

Site Plan – a detailed site plan for the event, including, but not limited to property boundaries, road access, location of trash receptacles, sanitary facilities, tents or other structures, parking locations, offices, equipment, vendors, location of any live entertainment, outdoor music or stages. Provide setbacks from property line for the various temporary structure activities (signs, fences, tents, booths, etc.).

Live Entertainment – applicant must submit a copy of the most recent live entertainment permit for the venue or a sound management plan to meet the requirements of Section 78-661(b).

Occupational License – applicants and participants (including vendors) shall provide a copy of a valid Palm Beach Gardens occupational license.

Alcoholic Beverage License (if alcoholic beverages are to be served) – applicants may provide alcoholic beverages in accordance with Chapter 6 of the City Code. Provide a copy of the permit issued by the Florida Division of Alcoholic Beverages and Tobacco.

Food Service (if food service will be available at event) – the applicant shall provide a complete list of food service vendors, their respective Palm Beach County mobile occupational license permit (if applicable), Florida State health certificates, registration for business outside of City limits (if applicable), and a list of the type of food service provided.

Parades (if applicable) – the following information is required to be submitted.

- ✓ The exact location of any marshaling or staging areas;
- ✓ The time at which units of the parade will begin to arrive at the staging areas and the times at which all such units will be disbursed;
- ✓ The exact route to be traveled, including the starting point and termination point;
- ✓ A statement as to whether the parade will occupy all or only a portion of the width of the street, roadway, or sidewalk to be used; and
- ✓ County or state roadway permits, where applicable

Police and Fire Rescue/Emergency Medical Services – the Police and Fire Departments will review the application and assess the need for police and fire rescue services and/or emergency medical services. **If such services are required, the applicant will be informed of such and will take responsibility for contacting the Police and Fire Departments directly in order to obtain the appropriate applications.** The applicant is responsible for the cost of these services. The Police Chief and Fire Chief or their designees have final authority on the need for fire rescue and/or emergency medical service. The fees are in accordance with the current fees/charges schedule and bargaining agreements.

Insurance – the operator of the special event shall provide evidence of insurance acceptable to the city in an amount of at least \$1,000,000.00, and shall provide the City a certificate of insurance **showing the City as an additional insured**. Events with an expected attendance over 10,000 people shall submit a certificate of insurance evidencing coverage of at least \$2,000,000.00, **with the City named as an additional insured**. The City may require proof of additional insurance. Insurance shall not be cancelled or re-issued without thirty (30) day written notice to the City.

Bond – (required if event is located on City property, including light poles for ROW banners) a refundable security bond, or similar financial pledge acceptable to the city is required to assure that any damage is repaired and the premises returned to its previous condition prior to the event, including the removal of any signs or banners within two (2) calendar days of the event.

Indemnification – an indemnification agreement, including any and all such claims, suits, actions, damage, or causes of action arising as a result of the special event, or the condition of the site on which the special event is held including any personal injury or loss of life, or damage to or loss of property, and from and against any order, judgments, or decrees which may be entered, and from and against any costs, attorney’s fees, expenses or liabilities incurred in and about the defense or settlement of any claims, and the investigation thereof. Please see Attachment A at the end of this document.

Fireworks – a separate **Fireworks Display permit** is required. Please contact the Fire Rescue Department at (561) 799-4300 directly in order to obtain the appropriate application.

Temporary Sign Package (if temporary signage is proposed) - see specific sign requirements below. Enclose a complete sign package. All signage shall comply with the requirements listed below.

On-Site Signage Requirements:

- One (1) on-site sign is permitted for each side of the property that fronts a public right-of-way for no less than 50 linear feet, up to a maximum of three (3) signs. However, in all cases at least one (1) on-site sign per event shall be permitted.
- Any on-site sign related to a special event shall be illustrated in a detailed on-site sign plan, including, but not limited to proposed location, size, type, copy area, graphics, and color, including the dates of installation and removal of the sign for the event in accordance with Section 78-290, LDR – Temporary Signs. Maximum size 32 square feet and shall be installed no earlier than seven (7) days prior to the event and shall be removed no later than two (2) days after the event.
- No sign shall be permitted in the safe site visibility triangles as described in Section 78-315(j), LDR – Visibility Triangles. (see below)
- Traffic control sign, as set forth in Section 78-289. Exempt signs., may only be used for purposes to direct traffic and/or as deemed necessary for the safety of the public, and/or for public events held by the city, and approved by the growth management director, or designee.

Right of Way Banner Requirements:

- Any right-of-way banners related to a regional, national, city, and/or city co-sponsored special event shall be illustrated in a detailed sign plan that shall indicate on a site plan the location, copy area, graphics, size, type, and colors of the sign(s) for the event. Such plan shall be submitted with the special event permit. All signs located on public property or right-of-way other than city property shall be submitted with the authorization of the applicable agency and approved by the growth management director, or designee.
- Right-of-way banners may be displayed no more than 30 calendar days before the scheduled event and must be removed within two calendar days after the conclusion of the event.
- No right-of-way banners shall be permitted in the safe-site visibility triangles as described in section 78-315(j); Visibility triangles.
- The applicant shall be responsible for the maintenance and restoration of the city facilities and/or city-maintained light poles during the installation and removal of the right-of-way banners.

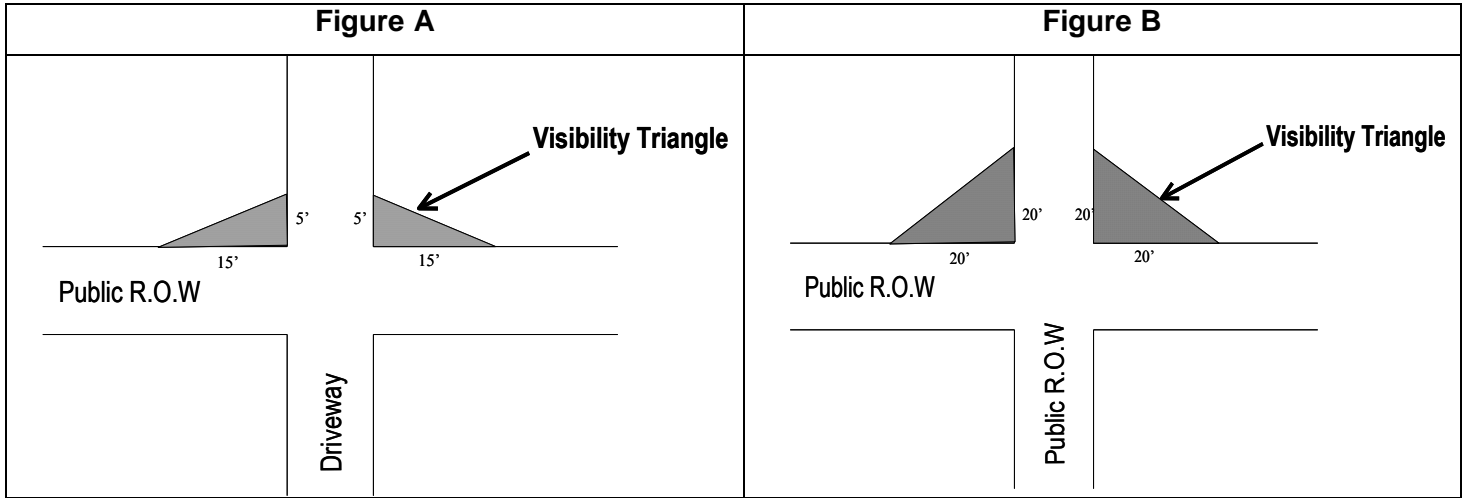
Traffic Control Signage:

Traffic-control signage related to a special event shall be permitted at the discretion of the Director of Planning and Zoning, or designee, subject to the review and approval of a traffic-control sign plan illustrating the number, copy area, location, and graphics of all signs proposed. All signs located on public property or right-of-way other than city property shall be submitted with the authorization of the applicable agency.

Visibility Triangles:

Intersection with public right-of-way. The area of property on both sides of a driveway formed by the intersection of each side of the driveway and the public right-of-way line for a distance of fifteen (15) feet in length and five (5) feet in width along the public right-of-way. (See Figure A Below)

Intersections of rights-of-way. The area of property located at a corner formed by the intersection of two (2) or more public right-of-ways with two (2) sides of the triangular area being twenty (20) feet in length along the abutting public rights-of-way measured from their point of intersection and the third side being a line connecting the ends of the other two lines. (See Figure B below)



Other Materials/information – list other information or materials to be submitted as required by staff.

D. APPLICANT CERTIFICATION

I/We affirm and certify that I/we understand and will comply with the land development regulations and codes of the City of Palm Beach Gardens, Florida. I/We further certify that the statements or diagrams made on any paper or plans submitted herewith are true to the best of my/our knowledge and belief. Further, I/we understand that this application, attachments and application filing fees become part of the official records of the City of Palm Beach Gardens, Florida, and are not returnable.

Applicant's signature _____
Date

Printed name

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by

(Name of person acknowledging)

(Print, type or stamp Commissioned Name of Notary Public)

(Signature of Notary Public)

Personally known _____ OR Produced Identification _____

Type of Identification _____

E. INQUIRIES AND COMMENTS

If you have any question or comment regarding this application, please contact staff at (561) 799-4243. We appreciate suggestions that may improve this application form as well as our services.

INDEMNIFICATION AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into by and between _____ (“Applicant”), and the City of Palm Beach Gardens (“City”) on the date on which the last of the Parties executes this Agreement.

RECITALS

WHEREAS, the Applicant has submitted a Special Event Permit Application to the City for _____ at (location) _____ on (date(s)) _____. (“Special Event”); and

WHEREAS, pursuant to Section 78-187 of the City’s Code and the City’s Special Event Regulations, the Applicant must execute an indemnification and hold harmless agreement protecting the City from any and all claims which may arise out of the Special Event.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The above recitals are true and correct.
2. Applicant agrees to indemnify, defend and hold the City, its officers, affiliates, employees, successors and assigns, harmless from and against any and all such claims, suits, actions, damages, or causes of action arising as a result of the Special Event, or of the condition of the site on which the Special Event is held including any personal injury or loss of life, or damage to or loss of property, and from and against any costs, attorney’s fees, expenses or liabilities incurred in and about the defense or settlement of any claims, and the investigation thereof.
3. Modification. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of each of the parties.
4. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida.
5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument.
6. Parties Bound. All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
7. Attorney’s Fees. In the event of any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs from the non-prevailing party.
8. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, but without giving effect to such provision.
9. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party’s right to demand exact compliance with the terms hereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the date set forth below.

Signed, sealed and delivered
in the presence of:

(Applicant) _____

Witness

By: _____
(Signature)

Witness

Date: _____

Signed, sealed and delivered
in the presence of:

THE CITY OF PALM BEACH GARDENS

Witness

By: _____

Witness

Name: _____

Title: _____

Date: _____