



City of Miami



# HISTORIC VIRGINIA KEY BEACH PARK

*Special Event Application*



Dear Event Organizer:

Thank you for your interest in presenting your event in the City of Miami. We are excited to have you and look forward to working with you to produce a successful event.

In order to assist you with obtaining the necessary permits and services, it is essential that you complete the attached Special Events Application and return it to the **Office of Special Events, 444 SW 2<sup>nd</sup> Avenue, 5<sup>th</sup> Floor, Miami, FL. 33130** at least sixty (60) days prior to your event. A **\$50.00** non-refundable application fee must be paid by cashier's check or money order, upon submission of your completed application.

After your application is reviewed, on a first-come, first-serve basis, the following steps will occur:

> Applicant will be invited to a special events meeting, to review your application with City staff and to discuss the details and needs of your event.

> Depending on the nature and scope of the event, City of Miami services must be hired to ensure a safe and successful event. City of Miami services include Police, Fire Rescue, Solid Waste, Parks and others. The City Administration will determine the level of staffing.

> **Applications** for all events held within the Coconut Grove & Little Havana Special Events District should be submitted to our office at least one hundred and twenty (120) days prior of the date of the event. Coconut Grove applicants are also required to attend a Coconut Grove Festival committee Meeting. Please see attached requirements.

Please be advised that certain activities must be approved by the City Commission. Advanced planning is essential to ensure that you obtain all necessary permits and approvals.

If you should have any questions or concerns, please call (305) 416-1322. Thanks again for choosing the City of Miami for your event. Let's work together to make your event a **SUCCESS**.

Sincerely,

Vicente Betancourt  
Film Industry Liaison

Listed below is the pertinent information for having a Special Event in the Coconut Grove District.

54-342- Created, restrictions; application and approval required.

- (a) Boundaries of District: There is hereby created a special events district bounded on the north by Oak Avenue, on the south by the shoreline of Biscayne Bay, on the east by Mary Street and Kenneth Meyers Park, and on the west by McDonald Street, Commodore Plaza and Peacock Park, and expanding in a linear capacity along the public right-of-way portions of South Bayshore Drive from Mary Street to Aviation Avenue; Main Highway from Commodore Plaza to Franklin Avenue; and Pan American Drive from Biscayne Bay to South Bayshore Drive with the limitations set forth below in paragraph (b), such district to be known as the "Coconut Grove Special Events District."
  - (b) Purpose and intent of district: To ensure that "special events" occurring within public parks, right-of-way and other public places located within the district boundaries take place in accordance with prescribed rules and regulations to safeguard public resources and interests of the community and are designed to encourage and market the district for development of business, commerce and tourism.
  - (c) Restrictions established: The following restrictions shall apply to the district, excluding Coconut Grove Expo Center permitted activities undertaken on Pan American Drive:
    - (1) There shall only be two events per month: The term "event," for the purpose of this article, is hereby defined as an activity where any one of the following conditions occurs within the special events district:
      - a. Any selling of alcoholic beverages in the public rights-of-way, or in city parks, other than in lawfully permitted sidewalk cafes;
      - b. Any pyrotechnics display;
      - c. Any temporary, partial use of, complete or partial obstruction of public streets or rights-of-way pursuant to section 54-3 or section 54-6 of this Code connected with an activity satisfying the criteria set forth in the other subsections herein;
      - d. Any parade or procession, other than funeral processions, of more than \_\_\_\_\_ vehicles\*, floats, bands or marching units;
- \*Note—The City Attorney advised that this number has been left off since it is to be determined by the police department.
- e. Any temporary vending or concession permit conducted in the public rights-of-way or parks pursuant to sections 31-50 and 38-65 of this Code; or
  - f. Any use of mechanical rides or amusements.
- (2) Only one of the two events may involve street closures.

- (3) The two events shall not take place on successive weekends.
- (4) Any annual event held in the Coconut Grove area prior to the adoption of this section is exempt from the above restrictions; however, no more than 24 events per year, inclusive of those events exempted pursuant to subsection (c)(1) herein shall be permitted. Further, if any of the preexisting events do not occur in a given year, for any reason other than an act of God, the event loses the exemption set forth in this section.
  - (d) Application for special events; approval required. Applications for special events in the district must be submitted to the city manager with a copy to the city neighborhood enhancement team administrator ("NET Administrator") for the district who will coordinate and secure comments from other affected city departments and agencies. The completed application shall be submitted annually at least 120 days, but not earlier than 360 days prior to the event. Provided, however, applications for events held in prior years shall be given preference for the same dates, week or weekend previously used.
    - (1) Upon acceptance of a completed application by the city manager or designee for review, the city manager or designee shall schedule the application for the next available Coconut Grove business improvement district board ("BID board") meeting for review and recommendation in accordance with the provisions of this article.
    - (2) The applicant shall be responsible for making a full presentation regarding the proposed special event to the BID board. At a minimum the presentation to the BID board shall include a copy of the completed application along with a discussion and presentation of the matters described in subsection (4)a.
    - (3) The BID board retains the right to reject an application, including but not limited to, whenever the NET administrator or other city department makes an adverse recommendation due to failure of the proposed application to provide the necessary safeguards to the citizens and residents of the district and/or to district property/facilities. An applicant, whose application has been rejected by the BID board, may make application to appeal the BID board's decision to the City Commission if filed within five days after the BID board's decision is issued.
    - (4) At the time of application, each applicant is required at a minimum to submit the following information and documentation, provided, however, additional information and documentation may be required as determined by the director, NET administrator or other city department.

A completed application for the requested special event, including but not limited to, the name of the event; proposed location for the event along with a site diagram reflecting location, parking, activities, security and emergency services; proposed parking area and/or arrangements with parking facilities for the event; a description of the elements or activities planned for the event; estimated audience (including counts from previous years if applicable); anticipated sponsors, television, radio, internet coverage for the event; identification and a description of the financial resources of producers, owners and the applicant for the event; name, address and contact numbers for the local contact and event operator, if different; event setup and teardown dates; event hours of operation; event staffing, employees and volunteers along with a description of their responsibilities in connection with the event; and tentative production schedule.

(5) At the time of application, each applicant is required to notify by first class U.S. Mail, return receipt requested, all owners of property within 375 feet of the proposed event area. For purposes of this requirement, the names and addresses of property owners shall be deemed those appearing on the latest tax rolls. In the case of condominiums, notice need only be sent to the condominium association. Applicant shall be solely responsible for complying with the foregoing notice requirement and at the time of application shall furnish an affidavit stating that the notice requirements of this section have been complied with and holding harmless the department of off-street parking ("DOSP"), the BID board, the city, and their respective officers and employees and shall indemnify DOSP, the BID board, the city, and their respective officers and employees for any claims of damages, liability or injuries which may be occasioned in connection with, as a direct or indirect result of, or relating to the notice requirement of this section. The foregoing notice requirement may be combined by the applicant with other City Code-required notices, as related to said event.

(e) Waiver or modification of restrictions:

The City Commission has the authority to waive or modify any of the above restrictions.

(Ord. No. 10764, § 1, 7-12-90; Code 1980, § 54-171; Ord. No.)

Sec. 54-343. Supplementary user fee established.

There shall be a fee required for special events occurring within the Coconut Grove special events district as follows:

- (1) a. The promoter of the event shall pay to the city a supplementary user fee of 25 percent of the estimated cost of the city's services for the event. This supplementary fee is in addition to the monies paid for the city's services fee.
- b. In the event that the city services fee is lower or higher than the estimated cost previously given, either the city shall refund certain monies or the promoter shall pay to the city additional monies within 30 days after the date of the event.
- (2) The supplementary user fee shall not exceed the amount of \$10,000.00.
- (3) The supplementary fee shall be paid to DOSP for deposit into a separate account set forth herein below at least ten days prior to the approved special event.
- (4) All revenues derived from said supplementary fee shall be deposited in an account known as the Coconut Grove special events district fund and shall be utilized for promotion, marketing, advertising of the district as well as administrative expenses of the committee, and for the maintenance, improvement and beautification of Peacock Park and the Coconut Grove special events district, without reducing the otherwise normal allocation to the parks. Additionally, funds currently collected by the city department of public works from "sidewalk cafe and banner fees" in the SD-2 district shall also be placed into the Coconut Grove special events district fund following the adoption date of the ordinance from which this section derives.
- (5) The city commission may waive all or part of the supplementary user fee.
- (6) The committee shall submit an annual budget request for expenditures for approval by the city commission. The first annual budget shall be submitted within 90 days of the adoption of the ordinance from which this section derives, thereafter, the committee shall submit its annual budget request to the city commission by October 1st of each year.

(Ord. No. 10764, § 3, 7-12-90; Code 1980, § 54-1733; Ord. No. 12221, § 1, 4-18-02)

ARTICLE I. - IN GENERAL

Sec. 53-1. - Ticket surcharge on paid admissions to events.

Sec. 53-2. - Right to establish special charges, terms and/or conditions.

Secs. 53-3—53-25. - Reserved.

Sec. 53-1. - Ticket surcharge on paid admissions to events.

A) Applicability.

(1) To certain facilities. A ticket surcharge shall be imposed against all paid admissions to city facilities, including, without limitation, the Orange Bowl Memorial Stadium, the Marine Stadium, the Coconut Grove Expo Center, the Miami Convention Center, and the Bayfront Park Amphitheater. Said surcharge shall additionally apply where admission is charged for events conducted in city parks, facilities therein, and/or community centers. However, no ticket surcharge shall be imposed upon any event held at the Manuel Artime Community Center, regardless of paid admissions. Unless specifically exempted below, and for the purposes of this section, "events" shall include activities, programs, concerts, festivals, parties, meetings and other gatherings for whatever social, entertainment, cultural, sport or other purpose and for which attendees are expected to pay or make a donation in order to attend. The application of the ticket surcharge shall commence upon the effective date of this section, except for those events for which advance ticket sales have the prior approval of the city manager, or designee.

(2) Exemptions. The following activities as defined herein shall be exempted from the application of the ticket surcharge on paid admissions:

a) Banquets: Official celebratory or ceremonial dinners with speeches that honor or memorialize particular person(s) or occasion(s) and are held by organizations or groups for their members, delegates, representatives and invited guests.

b) Conferences: Participatory meetings designed for discussion, fact finding, problem solving, and/or consultation between members, representatives, delegates and/or other affected parties of organizations on related issues.

c) Consumer shows: Exhibitions of related products and/or services that are open to the public.

d) Conventions: Formal assemblies or meetings of members, delegates, and representatives of an organization or group, such as a political party, fraternal society or business/professional association that are convened for a common purpose.

e) Trade shows: Exhibitions of products and/or services that are not open to the public but are open only to particular members, representatives, businesses and/or groups involved in a specific trade.

Additionally, said surcharge shall not apply to the International Boat Show, the Orange Blossom Classic conducted by Florida A&M University, and the Charity Pig Bowl hosted by the city police department.

B) Rate of surcharge.

Notwithstanding contractual agreements to the contrary, the rate of the ticket surcharge shall be dependent upon the price of admission charged to attendees of a given event, as established by the sponsor or promoter of said event, as follows:

Price of Admission (or suggested donation)

Ticket Surcharge	
\$1.00—\$14.99.....	\$0.75
\$15.00—\$29.99.....	1.00
\$30.00 and up.....	2.00

The ticket surcharge shall apply in addition to the actual admission price and shall be exclusive of any applicable taxes and/or service charges. Each charge shall be itemized and shown separately on each ticket.

C) Collection, account and payment.

The sponsor or promoter of each event shall be responsible for the collection of the ticket surcharge, which shall be recorded and listed as a separate item in the statement of accounts for said event. Such records and accounts shall be maintained and available in accordance with all applicable city requirements and Code provisions. Payment of the ticket surcharge to the proper city authorities shall be made as soon as reasonably possible after the conclusion of the event along with any and all other sums which may be due the city, and in no case shall be permitted to remain unpaid longer than three working days after the event and in all cases shall be paid prior to the holding of another subsequent event by the same sponsor. Receipts from said surcharge shall be retained by or used as subsidy for the facility or park from which they are generated to augment its operating or capital budget.

(Ord. No. 10439, § 1, 5-19-88; Ord. No. 10509, § 1, 11-3-88; Code 1980, § 53-1; Ord. No. 11998, § 2, 11-16-00; Ord. No. 12184, § 2, 2-14-02; Ord. No. 12403, § 4, 9-11-03; Ord. No. 12715, § 2, 7-28-05)

**A Temporary Use Permit application is needed when...**

Temporary events are those events of limited duration, open to a large number of people. An event which would require a temporary event permit is an event which is not one of the authorized uses of a property, and is an event which is not included as a customary, primary, or ancillary use as identified in its certificate of use. Any use of the property already included in the certificate of use for that property will not require a separate event permit. For those properties that do not require certificates of use, such as one- or two-family homes, it is an event that is over 100 people and impacts traffic and access to the public right-of-way. For further details on City Code Chapter 62, please see attachment.

Please note that there is 3 types of TUP applications, TUP application for Farmers Market (attached), TUP application for Banners (attached) and TUP application for Temporary Use/Events (attached), please note that this last TUP application contains 3 options, 1) A Temporary Event limited to only 2 events per year, 2 weeks each on Private property, 2) A Temporary Event limited to only 10 events per year, 2 weeks each on Public property, 3) A Temporary Use and Occupancy Permit limited to a 2 year period, this permit is in relation with Land Development/Construction, an open Building Permit number or Building Processing number must be submitted with the application. These permits are owned by **Planning & Zoning Dept. and processed by the Neighborhood Enhancement Team Department.**



## **VIRGINIA KEY BEACH PARK TRUST SPECIAL EVENTS OVERVIEW**

Virginia Key Beach Park Trust is pleased you will be holding your event on our historical property. In order to assist you in obtaining the necessary permits and services to ensure a safe and successful event, it is necessary that you complete the attached Special Events Application and return it to:

**VIRGINIA KEY BEACH PARK TRUST  
ATTENTION: Special Events Manager  
4020 VIRGINIA BEACH DRIVE  
MIAMI, FL 33149  
305-960-4618**

This application must be returned to Virginia Key Beach Trust at least ninety (90) days prior to the event.

Once you have completed and returned the attached application, we will schedule a meeting with you and VKBP Special Events Manager to review your event plans and to assist you in planning a successful event at the park.

We will also schedule you for the City of Miami Special Events Meeting with the necessary city services departments, in order to provide you with the estimated cost of city services and fees related to your event.

In an effort to help you with your event budget be aware that Virginia Key Beach Park is under the umbrella of the City of Miami, the City has a policy (Motion No. 91-802) which requires that event and festival organizers pay for the cost of all city services and fees associated with the event at least three (3) days in advance of the activity.

Some of the required permits and services include: Police special events permit; Fire assembly and Fireworks permits; Traffic control and security; Fire inspectors and rescue units; Beer and wine permit fees; Permits that apply to mechanical, electrical, water fees, cleaning crew, Solid Waste, light towers in necessary areas and any other fees that may be applicable to each particular activity.

Issuance of permission for your event is given after all due consideration to safety, traffic, needs of residents, business, and religious institutions in the area. Said permission for an event will only be granted after the approval of the VKBPT Special Events Manager of Virginia Key Beach Park Trust.

Virginia Key Beach Park Trust and the City of Miami require that organizers of special events provide a current certificate of insurance naming Virginia Key Beach Park Trust and the City of Miami as additional insured. User must comply with the insurance coverage and limits of liability established by the City of Miami. For stipulations related to the special events liability coverage, you may contact the Insurance Coordinator of Risk Management – Frank Gomez (fgomez@miamigov.com).

Specific authorization must be obtained from the Trust for the sale or distribution of any alcoholic beverages on Park Property. A State of Florida liquor license is also a requirement for alcoholic sale or service at any event.

Certain activities require authorization by the City Commission, including but not limited to;

- Certain Fireworks displays
- Relaxation of noise ordinance or additional time after the approved 1am time for end of event

The State Department of Business and Professional Regulation, Division of Hotels, and restaurants require that all food vendors obtain a license for each temporary food service participating in an event. Event organizers must notify the Division at (305) 470-5680 of the date, time and location of the event and provide a complete list of participating food vendors.

### **ATTENTION**

### **CANCELLATION POLICY:**

All advance sums, or advance payments from the event organizer, shall be forfeited if, through the fault or action of the event organizer, the EVENT is not held within the dates and times contracted.

Additionally, if the event organizer shall fail to comply with each and every term and condition of the special events application or shall fail to perform any of the terms and conditions set by the TRUST, then the TRUST, at its sole option and in addition to all other rights and remedies available to it by law, upon written notice to event organizer may cancel and terminate the special event, and all payments, advances, or other compensation paid by event organizer pursuant to the special event application, shall be forthwith retained by the TRUST.

Thank you.

VKBPT Special Events Management  
305-960-4618

**I have read and understood the information above:**

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**EVENT ORGANIZER NAME**

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**VKBPT REPRESENTATIVE**

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**SIGNATURE**

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**SIGNATURE**



**Submit non-refundable \$50.00 fee with Application**

**SPECIAL EVENTS APPLICATION**

*Please print or type information.*

**APPLICATION INFORMATION**

**1. ORGANIZATION NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
**PHONE(S):** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**2. EVENT ORGANIZER:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
**PHONE(S):** \_\_\_\_\_  
**E-MAIL ADDRESS:** \_\_\_\_\_

**OTHER INDIVIDUALS WORKING WITH THE EVENT:**  
 (NAME) \_\_\_\_\_  
 (PHONE) \_\_\_\_\_  
 (E-MAIL ADDRESS) \_\_\_\_\_  
 (NAME) \_\_\_\_\_  
 (PHONE) \_\_\_\_\_  
 (E-MAIL ADDRESS) \_\_\_\_\_

**3. NAME OF EVENT :** \_\_\_\_\_  
**VENUE FEE: \$** \_\_\_\_\_  
**PROPOSED LOCATION (S):** \_\_\_\_\_

	DATE	DAY	BEGIN	END
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
SETUP:	_____	_____	_____ AM/PM	_____ AM/PM
SETUP:	_____	_____	_____ AM/PM	_____ AM/PM
BREAKDOWN:	_____	_____	_____ AM/PM	_____ AM/PM
BREAKDOWN:	_____	_____	_____ AM/PM	_____ AM/PM

**4. STREET CLOSURES LOCATION DATES AND TIMES:**

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**5. SPONSOR STATUS**

NOT FOR PROFIT ORGANIZATION  
TAX EXEMPTION NUMBER \_\_\_\_\_  
(Please attach a copy of the Tax Exemption Certificate)

**6. SPECIFIC TYPE OF EVENT (CHECK MORE THAN ONE BOX IF APPLICABLE):**

<input type="checkbox"/> MUSIC FESTIVAL	<input type="checkbox"/> PARADE	<input type="checkbox"/> COMMUNITY EVENT
<input type="checkbox"/> FILM FESTIVAL	<input type="checkbox"/> CONCERT/PERFORMANCE	<input type="checkbox"/> SPORTS EVENT
<input type="checkbox"/> PROCESSION	<input type="checkbox"/> FAIR	<input type="checkbox"/> FUNDRAISER
<input type="checkbox"/> CARNIVAL		

If fundraiser, provide name of charity receiving the funds:

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**NAME OF PERFORMER(S)/BANDS:** \_\_\_\_\_

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**TYPE OF MUSIC:**

POPULAR       LATIN       ROCK  
 CLASSICAL       OTHER: \_\_\_\_\_

**\*\*\*\*PLEASE NOTE\*\*\*\*** you are required to secure barricades and/or directional traffic signs for road closings. Please attach a layout of your traffic plan, including the placement and number of barricades, signs, directional arrows, cones, and message boards, as well as the name of the company you will be using. Your traffic plan must be approved by the Police Dept. which may terminate any event occurring without the proper use of barricades.

**7. BRIEFLY DESCRIBE THE EVENT:**

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8. **ATTACH SITE PLAN** (Sketch of set-up, vendors, staging, parking area, security detail, etc. (Attach as Exhibit "B"))

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9. **ESTIMATED ATTENDANCE** (Be specific, since budget will be based on attendance)

Number of People \_\_\_\_\_

Prior Year's Attendance (if applicable): \_\_\_\_\_

**10. WILL USE THE FOLLOWING TO PROMOTE:**

Print:                     YES             NO  
Radio:                    YES             NO  
Television:             YES             NO  
Internet:                 YES             NO

**11. IS THIS EVENT FREE TO THE PUBLIC?**

YES             NO

IF NOT, PLEASE STATE ADMISSION/ENTRY FEE

Or, as follows (if scaled admission):

VIP \$ \_\_\_\_\_ CHILDREN \$ \_\_\_\_\_ ADULTS \$ \_\_\_\_\_

*\*Applicable surcharge will apply\**

**12. ARE YOU REQUESTING TO FENCE THE EVENT?**

YES             NO

**13. WILL FOOD AND/OR BEVERAGES BE SERVED?**

YES             NO

	NO CHARGE	CHARGE	# OF VENDORS
<input type="checkbox"/> <b>FOOD/SOFT DRINKS</b>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> <b>BEER/WINE</b>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> <b>MISCELANEOUS</b>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> <b>FOOD TRUCKS</b>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> <b>OTHER ALCOHOL DRINKS</b>	<input type="checkbox"/>	<input type="checkbox"/>	_____

**\*\*\*\*NOTE\*\*\*\*:** Beverages must be dispensed in soft containers. No glass containers or cans will be allowed.

**VENDORS - EVENT ORGANIZER PLEASE ANSWER THE FOLLOWING QUESTIONS:**

**14. WILL VENDORS BE COOKING OR HEATING FOOD?**

- GAS
- ELECTRIC
- CHARCOAL
- OTHER (Specify) \_\_\_\_\_

**THE ABOVE MUST BE CERTIFIED NON-FLAMMABLE AND YOU MUST FURNISH A COPY OF THE CERTIFICATE TO THE CITY OF MIAMI FIRE DEPARTMENT.**

Which of the following event staging items will be used for your event?

- Tent(s) # \_\_\_\_\_ Size(s) \_\_\_\_\_
- Canopy (ies) # \_\_\_\_\_ Size(s) \_\_\_\_\_
- Stage(s) # \_\_\_\_\_ Size(s) \_\_\_\_\_

**15. WILL YOU BE USING ANY OF THE FOLLOWING?**

- FIRE WORKS** \_\_\_\_\_
- DATE:** \_\_\_\_\_
- TIME:** \_\_\_\_\_
- PLACE:** \_\_\_\_\_

**16. WILL YOU NEED THE FOLLOWING FROM THE PARKS & RECREATION DEPARTMENT?**

- SHOWMOBILE (16' x 32')
- STAGE (18' x 32')
- PODIUM
- BLEACHERS (Seats 250)
- PUBLIC ADDRESS SYSTEM
- SPEAKERS
- OTHER (Specify) \_\_\_\_\_

## **RESTRICTIONS ON PERFORMANCES**

The Event Organizer agrees that, at no time during the use of City owned facilities, shall it permit any obscene performances or other obscene material to be exhibited or performed in the Property. For the purposes hereof, the term "obscene" shall be defined in the same manner as such term is defined under applicable law, with the further proviso that "X", "XX" or "XXX" rated or similarly rated movies or other performances shall, for the purposes hereof, be deemed obscene. The term "obscene" shall not be defined to include educational artistic forms of expression.

## **INSURANCE & PERMITTING REQUIREMENTS**

### **INSURANCE REQUIREMENTS:**

THE CITY OF MIAMI ("CITY"), AND VIRGINIA KEY BEACH PARK TRUST REQUIRES THAT SPECIAL EVENTS ORGANIZERS PROVIDE A CURRENT CERTIFICATE OF INSURANCE IN ACCORDANCE TO INSURANCE EXHIBIT A. THE CITY ALSO REQUIRES THAT EVENT ORGANIZERS COMPLY WITH SPECIFIED INSURANCE COVERAGES AND LIMITS AS PRESCRIBED BY THE CITY SEVEN (7) DAYS PRIOR TO THE CONDUCT OF ANY EVENT.

### **INDEMNITY/USER AGREEMENT**

INDEMNITY/USER AGREEMENT (Applicant must not leave any sections blank; document must be completed and executed)

This Indemnity/User Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Miami, Florida ("city") and it's instrumentalities, including, but not limited to Virginia Key Beach Park Trust,

a. \_\_\_\_\_ (Legal name of Entity/herein after referred to as "Indemnitor/User"); should mirror legal name exactly as it appears on the Certificate of Insurance

b. For use of the following City-owned and/or other property: \_\_\_\_\_ (Hereinafter referred to as the "Premises"); please list name and physical address.

c. For the following Special Event/Film/Shoot (Name of Event)  
\_\_\_\_\_

d. For a term commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ ("the Term"); inclusive of load -in and load-out dates.

## INDEMNIFICATION/RISK OF LOSS

INDEMNITOR/USER further agrees to indemnify, defend, and save harmless the City of Miami, Florida ("city") and its instrumentalities, including, but not limited to Virginia Key Beach Park Trust, and its officials, employees, agents, and volunteers, and each of them from, and against all loss, cost, penalties, fines damages, claims of any nature, including expenses and attorney's fees, and any all liabilities by reason of injury to, or death of any person, or damage to, or destruction, or loss to any property including the City of Miami, Florida ("city") and its instrumentalities, including, but not limited to Virginia Key Beach Park Trust, and arising out of, or in connection with the performance, or non-performance of the services contemplated by this permit/agreement which is directly or indirectly caused, in whole, or in part, by any act, omission, default, liability, or negligence whether active, or passive of the INDEMNITOR/USER, its employees, agents, servants, volunteers, or contractors, unless such act or omission is solely caused by the City of Miami, Florida ("city") and its instrumentalities, including, but not limited to Virginia Key Beach Park Trust, and The INDEMNITOR/USER further agrees to indemnify defend, and hold the City of Miami, Florida ("city") and its instrumentalities, including, but not limited to Virginia Key Beach Park Trust, and its officials, employees, agents, and volunteers against all liabilities which may be asserted by an employee, or former employee of the INDEMNITOR/USER, or any of its contractors as provided above, for which the INDEMNITOR/USER's liability to such employee or former employee would otherwise be limited to payments under workers' compensation or similar laws. In addition, the INDEMNITOR/USER understands, and agrees that except where caused by the negligence or misconduct of the City of Miami, Florida ("city") and its instrumentalities, including, but not limited to Virginia Key Beach Park Trust, and the City of Miami, Florida ("city") and its instrumentalities, including, but not limited to Virginia Key Beach Park Trust, and shall not be liable for any loss, injury, or damage to any personal property, or equipment of the INDEMNITOR/USER, its employees, agents, contractors, volunteers, or business invitees placed on City of Miami, Florida ("city") and its instrumentalities, including, but not limited to Virginia Key Beach Park Trust, and shall be at the risk of the INDEMNITOR/USER thereof. The indemnification shall survive termination of this permit/agreement.

**Responsible for Damage:** If the Premises or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item contained therein shall be destroyed, damaged, marred, altered, or physically changed during the Term in any manner whatsoever, then Indemnitor/user during the Term in any manner whatsoever, then Indemnitor/user shall be responsible. Indemnitor/user is to property care for all equipment entrusted to Indemnitor/user during the term of this Agreement and all such equipment so entrusted which is lost, stolen, or disappeared shall be the sole responsibility of Indemnitor/user and Indemnitor/User shall pay the full replacement cost thereof to City of Miami, Florida ("city") and its instrumentalities, including, but not limited to Virginia Key Beach Park Trust.

**Ordinances and Regulations:** Indemnitor/User shall comply with all applicable laws, statutes and ordinances and all rules and requirements of the City of Miami and if applicable, Miami- Dade County, State of Florida and the United States government, as applicable, including, without limitation the City of Miami Films and Entertainment Guidelines and if applicable, as same may be amended from time to time. Indemnitor/user shall not admit to the Premises a larger number of persons than the total number designated by the appropriated City Department and if applicable the number that can safely and freely move about.

**Insurance:** Indemnitor/user shall, as a condition precedent to being allowed to conduct the Film/Shoot and Special Events hereunder, deliver to the City of Miami Office of Film and Entertainment, located at City of Miami, 444 S.W. 2nd Ave. Miami Fl., 33130 a certificate of insurance in accordance to the insurance requirements described in Exhibit A. It is understood and agreed that all coverage provided by the Indemnitor/User is primary to any insurance or self-insurance program the city has and the Indemnitor/User, and its insurance shall have no right of recovery or subrogation against the City of Miami, Florida (“city”) and it’s instrumentalities, including, but not limited to Virginia Key Beach Park Trust. The City reserves the right to request copies of all insurance policies, including all applicable endorsements in connection with this agreement. Other Terms and conditions: The Indemnitor/User shall provide, at Indemnitor/User’s sole cost and expense, off-duty City of Miami Police Officers and off-duty City of Miami Firefighters as required by the City of Miami Police and Fire Departments.

**EXHIBIT A  
INDEMNITY/USER AGREEMENT INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

A- Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$ 1,000,000

General Aggregate Limit \$ 2,000,000

Personal and Adv. Injury \$ 1,000,000

Products/Completed Operations \$ 1,000,000

B- Endorsements Required

City of Miami, Florida (“city”) and it’s instrumentalities, including, but not limited to Virginia Key Beach Park Trust, and as an additional insured with respect to general liability and liquor liability Contingent and Contractual liability Premises and Operations Liability Primary Insurance Clause Endorsement Host Liquor Liability/Liquor Liability Additional Insured Endorsement must be provided.

**II. Business Automobile Liability (If Applicable)**

C- Limits of Liability Bodily Injury and Property Damage Liability Combined Single Limit Any Auto Including Hired, Borrowed or Non-Owned Autos Any One Accident \$ 300,000 D- Endorsements Required City of Miami, Florida (“city”) and it’s instrumentalities, including, but not limited to Virginia Key Beach Park Trust, and included as an Additional Insured

**II. Worker’s Compensation (If Applicable)**

Limits of Liability Statutory-State of Florida Employer’s Liability

E- Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee  
\$500,000 for bodily injury caused by disease, policy limit

III. Umbrella Liability (Excess Follow Form including liquor)

Note: The City and if applicable, reserves the right to require umbrella liability with limits acceptable to the City. User shall comply with this requirement when applicable, and further agrees list the City of Miami, Florida ("city") and its instrumentalities, including, but not limited to Virginia Key Beach Park Trust, and as an additional insured on this coverage. The User also agrees to furnish the City with copies of all applicable policies and endorsements relative to the event in question within (10) days of such request.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance with policy provisions. Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" a to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Old wick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management Department prior to insurance approval.

IN WITNESS WHEREOF, the Indemnitor/User by and through its authorized representative, has executed this agreements this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (this date must match the date on the notarization section below). The undersigned hereby warrants, represents and certifies to the City of Miami that he/she is the lawful representative of Indemnitor and that he/she has the authority to execute this Agreement by and on behalf of Indemnitor and bind Indemnitor/User to the terms and conditions herein.

INDEMNITOR/USER: \_\_\_\_\_ (Print name of Legal entity/Indemnitor/User) should mirror legal name exactly as it appears on the Certificate of Insurance.  
\*\*\*\*\*

Signature of Indemnitor/User and/or its authorized representative

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title of Person

Signing: \_\_\_\_\_

## VENDOR RULES

YOUR COOPERATION IN ADHERING TO THE FOLLOWING INSTRUCTIONS WILL ASSURE A SAFE AND SMOOTH EVENT. ALL VENDORS MUST COMPLY WITH ALL INSTRUCTIONS.

1. All food vendors licensed with the Division of Hotels and Restaurants shall provide a current legible copy of their state license to the inspector in order to be exempt from the license fee when inspected at this event.
2. All vendors must display their vendor permits on the dashboards of their vehicle when gaining access to display area.
3. All vendors will be required to unload their vehicles and park their cars or trucks off the site.
4. Vendors must display in a visible place at all times their vendor license. Vendors not permitted into the event site will be required to close down operations. The police will enforce this regulation. All vendors must close down at the time specified by the police.
5. Vendors who will be cooking (charcoal or propane) will be required to have in their possession at least a 5 lb. fire extinguisher with a Class A or B rating (A-K Class recommended). This extinguisher must be in serviceable condition and will be checked by the Fire Inspectors assigned to the event. If no extinguishers are present, the vendor will be shut down until he/she obtains one. If cooking with oil or grease, a minimum 40 BC is required.
6. All cooking, charcoal or otherwise, will be conducted in an open area and precautions will be taken to protect the public from having any accidental contact with the cooking areas.
7. All stands or tables supporting cooking facilities will be of stable construction, so as to prevent any accidental knocking over by the public or vendors.
8. All sidewalk areas are to be kept clear of vendors.
9. All booths shall be set up just off the curb area.
10. **No hot coals** will be allowed to be dumped into any trash containers.
11. **All hot coals** will be extinguished by the vendors prior to leaving the area.
12. **No glass** containers are allowed for dispensing beverages.
13. **No dumping of fuel, cooking oils or grease** is allowed on the street or sewerage area.
14. All vendors must bag their trash in durable plastic containers and must secure them properly to avoid spillage or breakage. Sanitation will pick up the trash bags at the end of the day.
15. All propane tanks, helium tanks or other upright tanks must be secured in a manner to prevent them from accidentally being knocked over. All helium tanks not being used shall have their caps in place.
16. **No cooking** will be allowed under tented areas or canopies, however, displayed foods and food preparation areas must have overhead protection.
17. Businesses operating must do so within the confines of their building and will not be allowed to block the sidewalk with tables or chairs.
18. Electrical connections (including extension cords) are subject to code requirements and may require approval by the Building Department's electrical division.
19. All extension cords used must be secured in a safe manner so as not to present a hazard to the public.'
20. Sneeze guard protection or a minimum two foot distance must be provided between ready-to-eat food, displayed food or hot, held foods and the public.

**NOTICE**  
**PURSUANT TO ORDINANCE NO. 9777**  
**MIAMI FLORIDA CODE 54-12.1 (1984)**

IT SHALL BE UNLAWFUL TO DRINK OR EAT FROM ANY OPEN GLASS OR OPEN METAL CONTAINER DURING CERTAIN OPEN-AIR, OUTDOOR, CULTURAL ARTS, PARK OR STREET FESTIVALS IN OR WITHIN THE TWO BLOCKS OF THE AUTHORIZED AREA FOR SUCH EVENT.

IT SHALL BE UNLAWFUL FOR OWNERS OR OPERATORS OF BUSINESS ESTABLISHMENTS OR VENDING STANDS LOCATED IN OR WITHIN TWO BLOCKS OF THE AREA AUTHORIZED FOR THE EVENT DESCRIBED BELOW KNOWINGLY TO ALLOW ANY PERSON TO LEAVE THE PREMISES CARRYING AN OPEN GLASS OR OPEN METAL CONTAINER IN THE CASE OF A BUSINESS ESTABLISHMENT OR TO SELL OR DISPENSE FOOD OR BEVERAGES IN GLASS OR METAL CONTAINERS IN THE CASE OF A VENDING STAND.

“OPEN GLASS CONTAINER” IS DEFINED IN THE ORDINANCE AS ANY RECEPTABLE MADE OF GLASS WHOSE SEAL HAS BEEN BROKEN OR WHOSE CONTENTS ARE EXPOSED TO THE AIR.

“OPEN METAL CONTAINER” IS DEFINED IN THE ORDINANCE AS ANY RECEPTABLE MADE OF METAL WHOSE SEALS HAS BEEN BROKEN, OR WHOSE CONTENTS ARE EXPOSED TO THE AIR.

**NOTICE TO THE APPLICANT:**

**EACH APPLICANT IS REQUIRED TO NOTIFY BY FIRST CLASS U.S. MAIL, RETURNED RECEIPT REQUESTED, ALL OWNERS OR PROPERTY WITHIN 375 FEET OF THE PROPOSED EVENT AREA. AN AFFIDAVIT MUST BE SUBMITTED TO THE SPECIAL EVENT’S OFFICE THIRTY (30) DAYS PRIOR TO THE EVENT DATE.**

## ALCOHOL LICENSE INFORMATION

### 123 Alcohol License

Please be informed that if you are applying for a 123 you will need a letter from park approving the consumption of alcohol at any specific park. Then the applicant needs to submit the application to the City of Miami Zoning Department ten business days prior to the event. You will need to bring check, cash or credit card to pay for the application. After approval from the city, you will need to take you application to:

City of Miami Zoning Department  
444 NW 2<sup>nd</sup> Ave. 4<sup>th</sup> Floor  
Miami Fla. 33130  
(305)416-1495

Florida Department of Revenue  
8175 NW 12 St #119  
Doral Fla. 33126  
(305)470-5001

For payment at the city will be at the 4<sup>th</sup> floor from 8:00 to 4:30 . Only Cash, Visa, Master Card and Checks.

After approval from Fla. Dept. of Revenue you will need to take your application to:

Department Alcohol and Tobacco

8240 NW 52 Ave.  
Doral Fla. 33126  
(305) 470-5001

Office Hours 8:00 to 5:00 (Application needs to be drop before 4:30)

After receiving the License from Alcohol and Tobacco applicant needs to submit a copy to the City of Miami.

### Alcohol License Extension

Applicant needs to fill out an application and apply with the City of Miami Zoning Department ten business days prior to the event. You will need to bring a check, cash or credit card to pay for the application. After approval from the City you will need to take your application to:

Department of Alcohol and Tobacco

8240 NW 56 Ave.  
Doral Fla. 33126  
(305)470-5001

After receiving the License from Alcohol and Tobacco applicant needs to submit a copy to the City of Miami.

### CATERER LICENSE FOR BEER, WINE AND LIQUOR CONSUMPTION ON PREMISES

**(13CT)**Permits any caterer licensed by Hotels and Restaurants which derives at least 51% of its gross revenue from the service of food and non-alcoholic beverages to sell or serve alcoholic beverages for consumption on the premises of any catered event at which the licensee is also providing prepared food. (Does not permit the storage of alcoholic beverage