

COUNTY FACILITY USE PERMIT APPLICATION

This application may be used to apply for a permit to use a Palm Beach County Facility for a Non-County Activity or a Non-County Meeting. The application must be submitted at least Ten (10) business days prior to the proposed date of the Use. Please send the completed application to:

Facilities Development & Operations Department (Department)
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Business & Community Agreements Manager
Telephone: 561-233-2544 / NRestrepo@pbcgov.org or
PBCFacilityusepermit@pbcgov.org

Upon approval of the application by the Department, the Facility will be reserved and the User will be informed of any restrictions, special conditions, additional insurance requirements and/or service fees for the Use. User shall submit to the Department at least three (3) business days prior to the Use: (i) payment for any service fees and (ii) evidence of insurance coverage, as required herein.

The County reserves the right to deny a permit to an individual or group and the right to revoke this permit according to the procedures of Countywide PPM CW-O-024, as may be amended from time to time.

1. USER

Name of Entity/Individual: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () - Email: _____

Name of the Authorized Representative : _____ , _____

Type of Entity: Public Agency Non-Profit Other (Specify) _____

2. REQUESTED FACILITY

Name of Facility: _____
(Please include room or area requested)

Address: _____

City: _____ State: _____ Zip: _____

If application is for the use of the **Governmental Center - 6th Floor Commission Chambers, McEaddy Conference Room** or **Vista Center Meeting Rooms 1W-47 and 1W-50**, please specify if Applicant requests use of the following:

Audio Equipment (microphone) Yes No

Video Equipment (multimedia) Yes No

Dias Yes No

3. NATURE OF USE:

- Protest Campaign Event Non-Profit Event Solicitation
- Posting Notices Speech Other _____

ESTIMATED NUMBER OF ATTENDEES (including User/Staff/Volunteers): _____

Detailed description of the nature and purpose of use (attach additional sheets as necessary):

4. FOOD AND BEVERAGE

Use includes food and/or beverage? Yes No

Use includes the sale, use or consumption of alcohol? Yes No

Note: A custodial fee may be imposed if the Use involves food and/or beverages.

5. DATE AND TIME OF USE

Date(s) of Use: _____

Time(s) of Use: _____ : _____ AM/PM - _____ : _____ AM/PM

6. EQUIPMENT

Amount of Equipment Requested: _____ Tables _____ Chairs

Note: A service fee may be imposed for the use of the Equipment.
All equipment contained or used within the Facility is subject to approval by the Department.

7. ADDITIONAL USERS

Entity(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more entity(s)/individual(s)):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () - _____ Email: _____

Contact Person: _____ , _____

Type of Entity: Public Agency Non-Profit Other (Specify) _____

8. VENDORS

List all vendors of the Event: _____

9. ADVERTISING

Will the event be advertised to the Public? Yes No

If yes, by what means?: Radio TV Other _____

All announcements (verbal and written) bearing the County address or location of the Non-County Activity or Non-County Meeting shall include the following disclaimer:

“This event is not sponsored by or affiliated with Palm Beach County”

FACILITY RULES AND USE POLICY

The User shall strictly adhere to the Facility Rules and Use Policy contained herein at all times.

The User acknowledges that any violation of the Facility Rules and Use Policy may result in the suspension or termination of this permit.

1. User shall be responsible for items left at the Facility by guests, workers, employees or representatives of the User. The County shall not be responsible for items left by the User.
2. User shall return the Facility, including any equipment therein, in the same condition it was received. User shall remove any refuse, repair any damages, and clean the Facility and equipment. User shall compensate the County for any repairs or cleaning required but not accomplished by the User as determined by the Department.
3. User shall be responsible for all deliveries of equipment or other objects to the Facility.
4. User shall not use the Facility, or any part thereof, for any purpose other than the use contained in the Application without written consent from the Department.
5. User shall not use or store, nor permit to be used or stored, in the Facility, or any part thereof, any substance or object prohibited by law or ordinance, or by standard fire insurance policies issued by companies operating in Florida, including any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind.
6. User shall not store, possess or use drugs or gambling devices at the Facility, nor permit others to do so.
7. User shall not post signs, banners, posters or any other displays on or in the Facility or affix decorations to walls or ceilings without the approval of the Department.
8. User shall not employ noise amplification devices without the approval of the Department.
9. User shall abide by all laws of the United States, the State of Florida, the County of Palm Beach and all regulations of the Palm Beach County Fire Rescue Department and the Public Health Department.
10. User acknowledges that any permitted Non-County Activity or Non-County Meeting shall be open to the general public and shall be non-exclusive. User shall not exclude any person from membership in its organization or participation in its use of the Facility on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

11. Smoking is prohibited in the Facility, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
12. User shall not employ alternative electrical power sources without the approval of the Department.
13. If User is a non-governmental entity then User shall provide and maintain at its sole cost and expense, in a form and content acceptable to the County, Commercial General Liability Coverage at a limit of liability of not less than \$300,000 Each Occurrence and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis. Notwithstanding the foregoing, County may require additional coverage(s) of the type(s) and in the amount(s) specified by the County based upon the requested use. Applicant shall provide County, at least three (3) business days prior to the date of the requested use, with a certificate(s) of insurance evidencing the required coverage(s) and naming the County as both an additional insured and a certificate holder. *The Applicant may choose to purchase insurance coverage(s) through the County's Tenant Users Liability Insurance Program (TULIP) which can be accessed through www.ebi-ins.com/tulip.* The Additional Insured shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents". The Certificate Holder shall read "Palm Beach County Board of County Commissioners c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603". **The foregoing is not required if the estimated Number of Attendees on the Application is two (2) or less.**
14. If User is a governmental entity then User hereby acknowledges without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes that User is self-insured for general liability under Florida Sovereign Immunity Statutes with coverage limits of \$100,000 per person and \$200,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. *(Please note that as of October 2011, the Florida Statutory limits of liability will provide for coverage limits of \$200,000 per person and \$300,000 per occurrence.)* User shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440 Florida Statutes. If the User maintains third-party commercial general liability in lieu of exclusive reliance on self insurance under Section 768.28 Florida Statutes, User shall maintain the same insurance policy limits, as set forth in Section 13 above and shall comply with all other requirements set forth in Section 13 above. User's self insurance and/or general liability coverage shall be primary with respect to any coverage afforded to or maintained by the County.
15. For events involving alcohol, User shall obtain any licenses or permits required by the State of Florida and shall provide County with proof of licensure and liquor liability insurance coverage in the amount \$1,000,000. Except as modified herein, User shall comply with all other requirements as set forth in Section 13 or Section 14 above, as applicable. Insurance coverage may also be provided by way of a Commercial General Liability policy utilizing Liquor Liability endorsement CG 24 08. Furthermore, User shall comply with the provisions of Countywide PPM CW-P-026, as may be amended from time to time.

- 16. For events involving non-prepackaged food, User shall engage a Florida licensed and insured caterer who shall: (i) provide County with proof of licensure; (ii) provide County with proof of Commercial General Liability Coverage at a limit of liability of not less than \$1,000,000 Each Occurrence; and (iii) comply with all other requirements as set forth in Section 13 or Section 14 above, as applicable.
- 17. All Additional Users and Vendors of the Facility shall comply with all insurance requirements required of the User as set forth in Section 13, 14, 15 or 16 above, as applicable, and shall provide County with evidence of the same.
- 18. User hereby agrees to a Waiver of Subrogation for each insurance policy required herein. When required by the insurer, or should a policy condition not permit User to enter into a pre-loss agreement to waive subrogation without an endorsement, then User shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should User enter into such an agreement on a pre-loss basis.
- 19. User shall protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with User's use of the Facility. User assumes the risk associated with the use of the Facility and agrees to hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, due to their acts, errors or omissions resulting in bodily injury, including death, or damage to User's property incident to or in connection with User's use of the Facility. In the event User is a governmental entity, nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes. User's obligations set forth in this Section 19 shall survive termination, revocation or expiration of this Permit.

TO BE PROVIDED BY THE COUNTY (after evaluation of the Application):

Special Use Conditions and Fees: _____

By my signing below, I certify that I have the authority to represent and obligate the User listed above and shall comply with the terms of this Application and all rules, regulations, laws and ordinances of the Palm Beach County Board of County Commissioners in regard to the use of the Facility. I also agree to accept the Facility as it exists at the time of use and to the indemnification set forth above.

Signature of Authorized Representative

Date

**Printed Name and Title
Authorized Representative**

APPROVED BY:

**Director
Facilities Development & Operations Dept**

Date

OTHER DEPARTMENTAL REVIEW (if necessary):

Signature of Director of Department

Date