City of North Port

Neighborhood Development Services
Planning Division
4970 City Hall Boulevard
North Port, FL 34286
Phone: (941) 429-7098 Web www.cityofnorthport.com Fax: (941) 429-7164

TEMPORARY USE APPLICATION

Application fee: $120
(The City shall waive the fee for non-profit organizations)

Pursuant to ULDC 53-265 a Temporary Use Permit shall be required for long term or promotional events held within the City of North Port. Fill in the information below, and submit, along with the necessary attachments and a non-refundable $120 application fee, payable to the City of North Port to the Neighborhood Development Services Department, 4970 City Hall Blvd., North Port, Florida, 34286, for review and approval at least thirty (30) days prior to the event. **Payment must be received with application**.

Date Application Received: _____ Accepted by: _____ Event No: _____ -_____ - _____

To be completed by Planning Staff

Event Name: _____

We have authority from: _____ to hold this event at

Location Address: _____

Owner's Telephone# _____

Date of Event: _____ Hours: _____ Expected Attendance: _____
Start & End

Event Sponsor: _____ **Non-Profit Organization** ☐ Yes ☐ No

Description of Event: _____

Contact Person #1: _____ Phone: _____

FAX No. _____ E-mail: _____

Contact Person #2: _____ Phone: _____

FAX No. _____ E-mail: _____

Insurance Carrier: _____

ALCOHOL **Will alcoholic beverages be sold or consumed on the premises? ____ Yes ____ No**

*Alcoholic Beverages: Yes _____ No _____

If yes, Police Department signature is required below and a copy of the Florida Alcoholic Beverage Permit and proof of liquor liability coverage is also required upon submittal of application.
**The Police Department MUST sign this application before approval of Special Event. (Ordinance No. 08-08)*

*Police Department Signature _____ Date _____

If yes, please submit a copy of the Florida Alcoholic Beverages Permit 15 days prior to the event. You can download a One/Two/Three Day Alcohol Sales Permit from the State at
http://www.state.fl.us/dbpr/abt/forms/one_two_or_three_day_permit_application_package.pdf
The event organizer shall provide proof of liquor liability insurance coverage in the amount of $1,000,000 general aggregate naming the City of North Port as an additional insured.
Please contact: ABT Licensing District Office- Fort Myers
4100 Center Point Drive, Suite 101
Fort Myers, FL 33916
P: 239-278-7195 F: 239-278-7061

Will your event have any of the items listed below?

Tents ☐ Yes ☐ No Outdoor Music ☐ Yes ☐ No Carnival Rides ☐ Yes ☐ No

Wildlife ☐ Yes ☐ No Additional Electric ☐ Yes ☐ No

Cooking ☐ Yes ☐ No ***(If yes, attach copy of State of Florida Health Department license)***

Solid Waste Pick-Up ☐ Yes ☐ No ***(If yes, please contact the Solid Waste Division at 941.240.8050)***

Right of way signs ☐ Yes ☐ No Other ☐ Yes (Explain) _____

Road closures or Maintenance of Traffic ☐ Yes ☐ No If Yes contact Public Works Dept Gerald Babroski @ 941-240-8086 or Rick St. Louis @ 941-240-8079

*Fireworks ☐ Yes ☐ No (***If yes, attach Fireworks Permit)***
**The Fire Department MUST approve the Fireworks Permit before approval of Special Event.*

Please note that Community Events utilizing City of North Port Parks must first reserve the park desired through the Parks & Recreation Division by calling the Mullen Center at 240-8125.

Please attach the following:

☐ **Narrative**- Describing in detail the nature of the event (including any signage, cooking, alcohol, music and any special or unusual circumstances and any provisions made for collection of trash and recycling)

☐ **Site plan**- Detail dimensions, location of all structures, seating, tents, cooking areas, stages, generators, booths, vendors, games, toilet facilities, fire hydrants, ingress & egress patterns, emergency vehicle access, parking, solid waste containers, designated handicap accessible parking & accommodations, etc.

☐ **Insurance**- The event organizer shall provide proof of liability insurance coverage, in the amount of $300,000 each occurrence, $600,000 general aggregate, $100,000 fire damage, ***naming the City of North Port as an additional insured on the COMPREHENSIVE GENERAL LIABILITY POLICY***.

☐ **Indemnification & Hold Harmless Agreement**- Must be signed by an authorized representative of the sponsor and included with the Certificate of Insurance.

☐ **Non-Profit Organization**- Please provide copy of IRS non-profit certification (501C-3).

☐ **Signs**- If signs are to be installed, a site plan depicting the exact locations and dimensions shall be included. Please include a Building Permit Application for all signs 16 square feet or larger.

☐ **Health Department License**- All food & beverage vendors shall provide copies of their State of Florida Health Dept. License.

☐ **Tents**- If tents are being used, indicate how many, what size and attach flame spread certificates for each.

Additional Information

A Temporary Use is defined as any structure or event held in the city that is of a non-permanent nature, having a duration of more than two (2) weeks but less than one (1) year. A Temporary Use Permit is valid for 12 consecutive months from date of issue. This would include, but not be limited to: pumpkin sales, Christmas tree sales, other roadside (tent) sales, subdivision sales trailers, temporary directional signage, model homes, construction office trailers, construction storage trailers, temporary fuel tanks, tent revivals, fairs, carnivals, and/or festivals, etc.

Application Process

1- Event organizers return the completed application, in person, with all required attachments, narratives, diagrams and certificates, along with a non-refundable $120 application fee, payable to the City of North Port to the Neighborhood Development Services Department **at least sixty (60) days** prior to the anticipated date of the event. The completed application must include legible information and diagrams detailing the site.

2- The review process takes approximately thirty (30) working days, during which time some or all of the city departments could request additional information or clarification, as necessary. Upon approval, a permit will be issued, which must remain on site and available for review.

3- Any change in the application must be submitted in writing to the Neighborhood Development Services Department for review and approval. If the changes take place on a weekend or holiday, when the Neighborhood Development Services Department is closed, the modification shall be brought to the attention of Police or Fire Department personnel.

4- You must have a notarized authorization from the owner for the use of the property on the days requested.

5- Solid Waste Division- Please contact the Solid Waste Division if your event will be generating solid waste and on-site containers are not available. Recycling is mandatory and recyclable materials must be separated from garbage. The Solid Waste Division provides garbage and recycling services. The City of North Port Solid Waste Division must pick up non-recyclable materials (garbage, trash) but allows for the outsourcing of recyclable materials. Please call 240-8050 to coordinate solid waste services for your event.

6- Applicant/Event Sponsor understands that additional costs may incur which include but are not limited to the additional use of city personnel, services and or equipment not otherwise specified on the special event permit. This would include any damages to city owned property and or equipment if event takes place on city property.

7- If additional costs are incurred, the event applicant/sponsor shall be billed for such costs and shall be responsible for payment.

I have read the above and understand that I am responsible for any additional charges which include but are not limited to the use of city personnel, services or equipment that may be necessary for the special event and such charges shall be billed to me.

_____ _____

Signed by Applicant/Sponsor Date

INDEMNIFICATION & HOLD HARMLESS AGREEMENT

In consideration of the Special Event and/or Temporary Use permit granted to _____ ("Applicant/Event Sponsor") by the City of North Port, the Event Sponsor and/or its authorized representative agrees to be fully liable for the actions of its directors, officers, members, partners, subcontractors and volunteers, and the employees and agents of each of them, and shall fully defend, indemnify and hold harmless the City of North Port, its employees, agents, officers, directors and assigns from all claims, demands, suits, judgments, damages to persons or property, injuries, losses and expenses of any nature and description, including attorneys' fees (at both trial and appellate levels), arising directly or indirectly from or out of any negligent act or omission of the event sponsor, its subsponsors and their officers, directors, agents, employees, members, partners, subcontractors and volunteers, and the employees or agents of any of them; provided, however, that the event sponsor and/or authorized representative shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the City of North Port.

In the event of a claim, the City of North Port shall promptly notify the event sponsor and/or authorized representative in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

_____

Such notification may also be provided by fax transmission to the following fax number: _____

The City of North Port shall provide all available information and assistance that the event sponsor and/or authorized representative may reasonably require regarding any claim.

The City of North Port may, in addition to other remedies available to it at law or equity, and upon written notice to the event sponsor and/or authorized representative, retain such monies from amounts due the event sponsor and/or authorized representative as may be deemed by the City of North Port to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The City of North Port may set off any liability or other obligation of the event sponsor and/or authorized representative or its affiliates to the City of North Port against any payments due the event sponsor and/or authorized representative under any contract with the City of North Port.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the City of North Port and the event sponsor and/or authorized representative, the agreement which provides the most protection for the City of North Port shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

Having read and understood the contents above, _____ (Applicant/Event Sponsor)

hereby enters into this indemnification agreement as of this date, _____, 20_____.

Event Sponsor: _____

By: _____ Phone: _____

Printed Name: _____ Fax: _____

Title: _____ ACCEPTED BY THE CITY OF NORTH PORT ON

Date: _____

Contact Information for applicant/event sponsor and/or its authorized representative:

By: _____

_____ Printed Name: _____

_____ as: _____