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endless!*



WEST PALM BEACH
wpb.org/events

**APPLICATION FOR SPECIAL EVENT
HOSTED ON PUBLIC PROPERTY**

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IMPORTANT: This Application Package is provided for convenience to apply for special event permits to be held on **public property**.

All applicants are directed to review the Special Event Ordinance found at Chapter 78 – Streets, Sidewalks and Public Places, Article VI – Special Events for all terms and conditions related to Special Event permit. The Ordinance will control over any conflicting or missing information in this Application Package.

To apply for a Special Event permit on PRIVATE PROPERTY, contact Development Services:

<https://www.wpb.org/government/development-services>

Development Services: 561-805-6700

To apply for a NEIGHBORHOOD BLOCK PARTY permit (road closure only), contact Traffic Engineering at 561-494-1040 or email sberglund@wpb.org.

WHAT IS A SPECIAL EVENT HELD ON PUBLIC PROPERTY?

Any parade, fair, show, festival, carnival, rally, party, motorcade, run, street dance, bike-a-thon, race, walks, athletic event or other attended entertainment or celebration that is to be held in whole or in part upon publicly owned property and/or public right-of-way.

Special Event on public property shall also mean any activity to be held in whole or in part upon publicly owned or controlled property and/or public right-of-ways where merchandise or services are offered for sale, whether by for-profit or non-profit organizations.

The Special Event Ordinance defines a special event as an organized or planned assembly of persons having a common purpose, design, or goal, that is to occur on city-owned or city-controlled property, or private property that has an overt impact on the services that are regularly provided by the city, such as but not limited to health, fire, police, traffic, building code, parking, or sanitation. Special events include, but are not limited to, festivals, fundraisers, exhibitions, musical performances, races, parades, walks/runs, athletic event, weddings/celebrations, fairs, and markets, that have one or more of the following conditions:

1. Requires street closings or detours such that the usual flow of pedestrians or vehicular traffic is inhibited; or
2. Will require parking for attendees in excess of the authorized parking available at the event site, except as accepted in this ordinance.
3. Will impact the usual flow of vehicular traffic by the use of a valet or otherwise.
4. Utilizes city property above normal usage; or
5. Are intended to or likely to attract groups of 50 or more people; or
6. May be gated or fenced, and for which tickets may be sold; or
7. Are unlike the customary or usual activities generally associated with the property use, building use, or business use; or
8. Requires the use of City resources, financial or otherwise, in excess of the City's normal day to day operations; or
9. Any additional criteria addressing public health, safety, or general welfare, based on the specific circumstances, as deemed by the Mayor.

A special event does not include the following:

1. Any usual or customary use of city parks pursuant to the City's rental policy where such use does not require the assistance of city or police department personnel; or
2. Any use or activity specifically approved by a development permit issued by the City or specifically permitted by this code, including the Zoning and Land Development Regulations; or
3. Events produced by the City.
4. Public expression activities as further provided for in sec. 78-468 of this code.
5. Events held in facilities described in Category No. 162 of the Master Use List, Appendix A, of the City's Zoning Code, i.e., "Theaters, Indoor Motion Picture and Live Performance"; or
6. Events held in the Palm Beach County Convention Center.

APPLICATION DEADLINES

Special Event Type	Deadline (Prior to Event)
Special event held on public property or on public right-of-way, except for high-impact events.	6 weeks
High-impact event on public property or on public right-of-way.	3 months (Recommended 12 months in advance)
Signage Permit	60 days

HIGH IMPACT EVENTS is any event which involves either of the following:

- (1) a road closure of 48 or more hours; OR
- (2) an event with anticipated attendees or groups of 3,000 or more; or
- (3) gated events.

PLEASE BE SURE TO INCLUDE A SITE PLAN, PARKING PLAN, AND \$50.00 CHECK, WRITTEN TO THE CITY OF WEST PALM BEACH, WITH YOUR COMPLETED APPLICATION.

The average time for review is 2 weeks.

FEES, SECURITY DEPOSIT AND CANCELLATION POLICY

Special events on public property and/or in the public right-of-way:

- a. Application fee due at time of application. Application will not move forward without payment.
- b. A security deposit is due two weeks after the city's issuance of the confirmation letter reserving the date. Should another party request the date, the deposit is due within five days after notice that the dates reserved have been requested by another applicant.
- c. The Special Event Permit fee is due six weeks prior to the event date. Additional City services fees are due 30 days prior to the event date (see below for details).

The terms for deposit refunds are as follows:

- a. The entire deposit will be refunded within 60 days after the event if the deposit has been paid on time and the application has complied with all conditions contained in the special event permit.
- b. Fifty percent of the deposit will be returned if the event is cancelled at least three months prior to the first date of the event.
- c. No deposit refund will be paid if the event is cancelled within three months of the first date of the event.

CRITERIA FOR REVIEW OF APPLICATION

- Availability of dates requested
- Nature of event
- Length of event
- Location appropriate for event
- City services involved
- Road closures involved
- Alcohol involved
- Site plan required
- Parking plan required
- Compliance with special event regulations at past events
- References
- Music / anticipated noise levels
- Parking capacity / Valet parking
- Impact to public use of rights-of-way, sidewalks and alleys
- Zoning use
- Licenses and insurance, as applicable
- Building permits, as applicable
- Fees and payments, as applicable
- Applicant not financially indebted to City
- Other criteria and conditions set forth in the Special Event Ordinance
- Any other information deemed relevant by the City

The City reserves the discretion to deny any application for a special event permit.

CONDITIONS TO OBTAIN A SPECIAL EVENT PERMIT

Special Events on Public Property

- a. The public area utilized shall be cleaned immediately following any special event and in all respects restored to its former condition within 24 hours after the event, or such other period as fixed by written agreement or the special event permit. A refundable security bond, cash or similar financial pledge may be required, in an amount to be determined by the city, to ensure that any damage is repaired, and the premises returned to its previous condition.
- b. The use or construction of platforms, chairs or other equipment may be prohibited or restricted by the city if such would result in permanent damage to city property or constitute a hazard to public safety.
- c. All city ordinances, rules, or regulations applicable to the use of the city property on which the special event will occur shall be obeyed, unless previously and specifically waived by the city.
- d. Insurance and indemnification to protect the City shall be provided as required by the Special Event Ordinance and the permit conditions.
- e. All permits necessary to conduct the special event shall be obtained and copies provided to the City not less than 30 days prior to the first day of the event, unless a shorter time period is agreed to by the City. Copies of all permits shall be on-site during the entire event, including set up and break down periods.

- f. When requested, a contract containing the terms and conditions for permitting the event shall be signed by the parties prior to the issuance of the special event permits.
- g. A permit holder shall complete, within 30 days of the conclusion of the event, an evaluation of the event on forms provided by the City.
- h. All road closures shall be approved by the Mayor.
- i. Alcohol may be sold, consumed, and possessed at special events in accordance with the terms and conditions of the special event permit.
- j. BYOB/ cooler gated events are prohibited.

Additional conditions. The City reserves the right and authority to include additional specific conditions in any special event permit to protect the public health, safety and welfare considering the specific circumstances of the event. Such additional conditions may prohibit parking on city streets by attendees or event workers; require use of traffic directors or valet service; limit early morning or late-night set-up or break-down; or other condition deemed necessary by the city.

APPLICATION PROCESS

STEP 1: RESERVATION OF DATES

Once a year, special events have an open application time period during which the City's Community Events Division receives applications for events on public property or public streets. After the application deadline, all applications are reviewed and organized onto a master calendar.

Events which are submitted following the open application deadline will be scheduled on a first-come, first-served basis.

If a date that is currently reserved by you has been requested by another applicant, you have five (5) days after notice from the City that the date reserved has been requested by another applicant to submit your Security Deposit to the City. If your deposit is not received within 5 days of notice from the City, the reserved date shall be released and made available to other applicants.

STEP 2: APPLICATION SUBMITTAL:

Submit a complete Application, including all additional documents and information and fees.

Event promoters must submit a complete application, along with a \$50.00 non-refundable application fee (check written to the City of West Palm Beach or payment by Visa, Mastercard or American Express. Send applications to:

City of West Palm Beach
ATTN: Community Events Division
401 Clematis Street
West Palm Beach, FL 33401

STEP 3: REVIEW OF APPLICATIONS

Applications will be stamped with the date of their arrival into the Community Events office. Please hand deliver if you do not think you will meet a deadline.

If applications have met the required deadlines, the Community Events Division and other City departments which will be impacted by the special event will review them based on the information provided and the criteria set forth in the Special Event Ordinance.

After the application has been approved or denied, the Community Events Coordinator will contact you by phone or email.

If your application is approved, you will receive an Event Confirmation Approval Letter from the City. The Event Application, the regulations in the Special Event Ordinance and the terms and conditions contained in this Application Package, as may be amended from time to time, and the Event Confirmation Approval Letter together constitute the Special Event Permit. The City will provide you with a physical permit to be displayed on site once all fees and requirements are met.

The Event Confirmation Approval Letter will identify the location for your Event (“Permitted Area”) and shall include the dates and Permitted Area for your Event, the amount of the Special Event Permit Fee, the Security Deposit, the set up and break down times, and the number of complimentary tickets required, if any.

The City reserves the right to modify the Terms and Conditions and will notify you of any modifications made between the time of your application and your Event. If you do not agree with the modified Terms and Conditions, you will have the right to cancel your Event within ten (10) days of notification from the City.

STEP 4: FINAL ITEMS TO BE SUBMITTED TO COMMUNITY EVENTS

- 1. Security Deposit.** Refer to section on “Fees, Security Deposits and Cancellation” in this Application Package or in the Special Event Ordinance.

If a date that is currently reserved by an applicant has been requested by another applicant, the original applicant will be notified of the other request and will have 5 days following this notice in which to turn in their deposit.

Deposits are determined by a point system. They range between \$500.00 to over \$15,000.00. This depends on the impact of the event.

- 2. Special Event Fee.** This fee is based on a point system. An assessment will be made based on the information given in the application. Fees can range from \$25.00 to over \$15,000.00. A few of the things which determine the special event fee are as follows: the time of year, the location length of the event, time of the event, type of event, non-profit vs. for-profit, alcoholic vs. non-alcoholic, one site vs. many sites, ticketed event vs. free event, road closure vs. no road closure, and so forth.
- 3. Signage Fee.** Permit approval for any advertising or signage for the event must be obtained and the required fee must be submitted.
- 4. Insurance.** A certificate of insurance evidencing the required insurance coverage, specifying the dates and location of the event, and naming the “City of West Palm Beach, its commissioners, officers, and employees” as Additional Insured must be provided.
- 5. Vendor List.** A complete list of vendors that you have contracted with to produce your event, with cellphone numbers and emails must be provided 30 days prior to the start of your event. This includes electrician, production, cleaning, rental companies, etc.
- 6. Final Site Plan.** The site plan shall include all structures to be utilized in the event including: tents, concession area, restrooms, dumpsters, stage, entrances/exits, and fence lines. Please make a list of the vendors who will be at your event, with corresponding numbers on the tents/locations. This plan should be as extensive as possible. It is due to Community Events 30 days prior to the event date.
- 7. Final Parking Plan.** If not already finalized, a parking plan containing the estimated number of vehicles to be parked; the plan for the parking of such vehicles; copy of any agreements with private property owners for parking on private property; and how the applicant/property owner will prevent illegal parking.

8. Business Tax Receipt / Special Event. Events are required to obtain a Business Tax Receipt /Special Event from the City's Development Services department. A copy of the certificate will need to be submitted to Community Events prior to the event. Please contact Development Services at 561-805-6689 with any questions.

You will need to bring your Event Confirmation Letter & site plan in order obtain the Business Tax Receipt/Special Event.

9. Notification Letter. Promoters are required to notify anyone who will be affected by the special event (homes, businesses, condo, etc.) 30 days prior to the event date.

Letters must include time, date, and location of the event, a description of the event, the time of the set-up and break-down, detailed information of any road closures including times of closure and map.

For events taking place in downtown West Palm Beach, the promoter must provide information to the Downtown Development Authority (DDA) which will send out to the local merchants, condos, etc. For events outside of the downtown area, promoters must hand deliver letters to condos, businesses, and homes along the road closure route or directly adjacent to the event.

Community Events must receive a copy of the notification for review at least 45 days prior to the event.

If it is a business-related special event, this is a great opportunity for you to invite the DDA to participate in marketing your event.

ADDITIONAL ITEMS WHICH MAY BE REQUIRED TO OBTAIN A SPECIAL EVENT PERMIT

TRAFFIC PLAN. Any event with a road closure will require a Maintenance of Traffic Plan (MOT) from your barricade company. If state or county roads are included, permits from FDOT or Palm Beach County will be required. A copy must be submitted to the city for review at least 60 days prior to the event.

PARKING PLAN. Please let us know where you plan to park your attendees, staff, volunteers, sponsors, and patrons. The parking plan must reasonably estimate the number of cars or other vehicles which will need to be parked because of the special event. The plan must include: (1) the plan for where the vehicles will park; (2) Notarized copies of any agreements with private property owners for parking; and (3) how the applicant will prevent illegal parking. A copy must be submitted to the city for review at least 30 days prior to the event.

The City of West Palm Beach Parking Department will be happy to assist you with your needs.

SAFETY PLAN. On the site plan, show us where you will station security guards, police, first aid stations, emergency exits, ADA accessible areas, and provide a comprehensive description of your plan in the event of an emergency.

Please provide these plans in detail for the Community Events Division, the Police Department, the Traffic Division, the Parking Division, and the Engineering Services Department for review. Must be received 30 days prior to the event.

COPY OF ALCOHOL PERMIT (IF APPLICABLE). You must obtain an alcohol permit if you are selling alcohol. The City of West Palm Beach requires a copy of the license 30 days prior.

SALE OF FOOD OR ALCOHOL. If you intend to sell any food or alcoholic beverages for public consumption, a detailed proposal for such sales indicating, the intended vendor(s), a copy of the vendor(s) state license,

if applicable, proposed time for any sales of food or alcoholic beverages and exact locations for any sales of food or alcoholic beverages. Alcohol consumption is only allowed on the permitted property.

ENTERTAINMENT. Details as to entertainer(s), nature of entertainment, scheduled time and place. A temporary noise permit may be required 30 days prior.

UTILITY SERVICES. If utility services such as electrical power or water will be required, specify the type and amount, and other details as requested. Plumbing and/or mechanical permits may be required 30 days prior.

TEMPORARY STRUCTURES. If any temporary outdoor structures will be constructed, show them on the site plan and describe them in detail. A building permit may be required 30 days prior.

COPY OF TENT PERMIT. You are required to obtain a tent permits through Development Services. If you are unsure whether you need a permit, please contact Development Services at 561-805-6689. This is required 30 days prior.

COPY OF ELECTRICAL PERMIT. You are required to obtain all necessary electrical permits through Development Services. Upon submitting your final site plan, please be prepared to discuss your electrical requirements for your entire event site. City staff will assist you in determining if you will be required to contract with an electrician for your event. If you are unsure whether you need a permit, please contact Development Services at 561-805-6689. This is required 30 days prior.

COPY OF THE FDOT PERMIT. If your event includes the closure of any State roads you must obtain approval from the Florida Department of Transportation. Please contact FDOT for information on how to obtain a permit. You will be required to provide a copy of the FDOT permit to the City. This is required 60 days prior.

FEES ASSOCIATED WITH PRODUCING A SPECIAL EVENT ON PUBLIC PROPERTY

COMMUNITY EVENTS STAFFING AND ON-CALL FEES

Permitted events on public property are required to have a special event staff person on site, on call or both. Staffing determinations will be made by the City and you will be notified a minimum of two weeks prior to your event.

Employees are required to be on “stand-by” for all events at the rate of *\$25.00 per each 24-hour day, Sunday through Saturday, including holidays. If the employee fails to respond within 30 minutes to a stand-by call, the employee shall forfeit the \$25.00 stand-by pay.

Promoter shall be charged a rate of *\$35.00 per hour for on-site City staff. Scheduled time to include set up, event hours, and breakdown.

Employee on “stand-by” and if called out, shall receive overtime pay at the rate of one and one-half (1-½) times his/her base pay for actual time worked and shall be guaranteed a minimum of two and one half (2-½) hours of pay at said rate.

POLICE AND EMS FEES

Police officers and EMS personnel shall be required to be at each location deemed necessary by the City to maintain order and protect persons and property during the Event. You are required to contact Police

and Emergency Management 60 days prior to the Event to arrange for services, schedule inspections and discuss the security plan for your Event. Failure to contact Police and Emergency Management may result in the termination of your permit.

The cost for providing off-duty police services shall be the rates currently in effect as established by the Police Department, with a minimum of three-hour shifts. Should your event be projected to have a significant impact on local traffic within the immediate area, the Police Department will require additional personnel to assist in traffic control to provide safe and efficient flow for citizens. These extra personnel will be assigned by the Police Department at your cost. You shall pay the estimated costs for police coverage directly to the West Palm Beach Police Department. Payment must be received by the Police Department prior to the event. Officers will not be assigned to the event until full payment is received. Contact Extra Duty Solutions at 561-327-4007 as soon as possible to arrange for Police coverage.

If the actual costs for Police are less than the estimated amount, the excess amount will be refunded. If the actual costs are greater than estimated, the City will invoice you and you shall pay the amount within 14 days of the conclusion of the Event. If you fail to pay this amount, the City shall have the right to apply the Security Deposit.

Emergency Medical Services are required at any event within WPBFD jurisdiction with attendance of 1,000 or more, events serving alcohol with attendance of 500 or more, events with road closures, any walk, run, or fitness related event, any event taking place on the waterfront, or at the discretion of the Emergency Management Division. Vendors are charged a flat hourly fee for personnel and apparatus assigned to work an event. The cost for providing EMS coverage shall be the rates currently in effect as established by the Fire Department, with a minimum of three-hour shifts shall be paid directly to West Palm Beach Fire Rescue. West Palm Beach Fire Rescue will issue an invoice after the event.

Please contact the West Palm Beach Police Department and the West Palm Beach Fire Department for the current rates

PARKING METER FEES

You are required to pay for any reserved parking meters 30 days prior to the Event at a rate of *\$25.00 per day. Once you have submitted your request for parking meters, an invoice will be sent to you and must be paid directly to Community Events prior to the Event.

SIGNAGE PERMIT FEE

If you will advertise the special event with banners or signs on City-poles or right-of-way, you must obtain and pay a fee for a signage permit.

FEES FOR OTHER CITY SERVICES

30 days prior to the Event, you shall pay to the City all expenses to be incurred by the City for services provided for the Event including sanitation, and any other services required in the City's staffing of the Event.

* or current approved fee.

OTHER POSSIBLE ITEMS TO CONSIDER WHEN BUDGETING *(Note: These are only examples)*

- Fencing
- Advertising/Promotional Materials
- Production
- Tent Rentals
- Temporary Electric
- Barricade Company for road closures
- Damages to grounds
- Supplies
- Entertainment
- Clean-up Crew
- Food Concessions
- Merchandise

FEE SCHEDULE

Fees are based on your application, please submit a completed application for a more specific amount for Special Event Fees.

TYPE OF FEE	DUE DATE
\$50.00 Non-Refundable Fee	Upon submission of application
Security Deposit	2 weeks after the City's issuance of the confirmation letter.
Special Event Permit Fee	6 weeks prior
On-Call Supervisor Fee	30 days prior
Parking Fees	30 days prior
Sanitation Fees	30 days prior
Signage Permit Fee	60 days prior

These items are due throughout the planning process.

Please know that not adhering to these due dates can impact the status of your permit.

TYPE OF RENTAL	FEE AMOUNT	TIME OF RENTAL	CONTINGECY
Meyer Amphitheatre For Profit (stage - including bathrooms, backstage, dressing rooms/ grass – including public bathrooms)	\$3,000*	Daily Fee	Does not include events with road closures or rentals with other spaces
Meyer Amphitheatre Non-Profit (stage - including bathrooms, backstage, dressing rooms/ grass – including public bathrooms)	\$1,500*	Daily Fee	Does not include events with road closures or rentals with other spaces
Load In / Load Out Day	\$250	Days before or after event day	Fee per day of use of space before and after event day
Date Change Fee	\$100	After approval of event	Not to exceed 3 within a calendar year
On-call Staff Fee	\$25	Each day of permit	Fee per day of use of space
On-site Staff Fee	\$35	Hourly	Staffing needs will be assessed per event
Downtown Business Promotion**	\$500	Varied	Requires DDA endorsement** (see terms for use)
Security Deposit	\$500 – over \$15,000	Based on use of space	Refundable (pending no damage or overtime)
Special Event Permit Fee	\$25 – over \$15,000	Based on use of space	
Sanitation Fees	\$256 / \$75	Assessed prior to event	Fee is per 8 yd dumpster for deliver and tip
Parking Fees (subject to change)	\$25	Assessed prior to event	Fee per meter. Road closure requires all meters be bagged inside closure

Please note, all fees are subject to change.

* Should the event include use of City property outside of the Meyer Amphitheatre, additional fees will be assessed based on the special event permit point system

** To qualify, the business must be in the Downtown Master Plan Area; the event must be produced by the business making the application or if the event is being produced by a non-profit organization, the downtown business owner must be a principal; in the same block as the business; the event must receive

the written endorsement of the Downtown Development Authority and the event cannot be scheduled during the event hours of an existing special event that requires road closure on the same street or closure of Flagler Drive

The following of items that can result in a fee from a penalty from an onsite occurrence during set up, event time, or breakdown.

Tent Staking	\$500	Assessed as needed	Fee per tent that is staked into grass
Vehicle on Grass	\$500	Assessed as needed	Fee per vehicle driven on grass
Overtime	\$100	Assessed as needed	Fee per hour of any overtime where event equipment is left onsite

PERMIT REQUIREMENTS AND CONDITIONS

Your Special Event Permit is subject to the following requirements and conditions in addition to the regulations of the Special Event Ordinance.

SPECIAL EVENTS TASK TEAM MEETING (SETT MEETING)

You will be required to attend a SETT Meeting one month prior to your event. We have representatives from all city departments to answer and assist with any questions regarding your event permit.

LOGISTICAL ISSUES

As our downtown continues to grow, we must take into consideration the residents who live within the areas of your event.

- Unless you have an approved MOT to close roads, all roads must remain open and accessible.
- Do not stage equipment overnight that can be disrupting to residents (i.e. refrigerated truck, generators, etc.) .
- Refrigerated trucks or generators are not allowed to be parked on Narcissus Avenue between Datura and Evernia Streets .
- If you must place port-o-lets in front of businesses and condominiums, such as on the sidewalk of Narcissus between Datura and Evernia, you will be required to provide screening.

ROAD CLOSURES

You may have to supply maintenance of traffic plan at the request of the City’s Traffic Engineer. Depending on the location of the Event, you may also be required to pay for any overtime associated with the Traffic Division’s closing/opening the road. **If you plan to close a State road, you will be required to obtain a permit from the Florida Department of Transportation and provide a copy to the City.**

FINAL SITE PLAN

Not less than 30 days prior to the set-up date, you shall provide to the City the following: (a) a final detailed site plan for the Event showing the location of any tents, port-a-lets, parking, stages, booths, etc. and the times when such will be constructed and dismantled. Such site plan shall be subject to the review and approval by the appropriate City departments who are authorized to require you to revise your plan. You shall make such revisions and adjustments as requested by the City. Any further changes made to the revised site plan by you after the review by City departments must be approved by the City; (b) a description of all activities and events to occur on the Permitted Area during the Event; (c) the home and business numbers of your corporate officers; and (d) any other information required by the City’s Community Events Manager.

PERMITTED AREA

You agree to take the Permitted Area in its “as is” condition. All booths, stages, vendors, port-o-lets, etc. shall be placed in locations on the site which are designated by the City for such purposes so as not to cause damage to the landscaping or foliage on the site. The Permitted Area must be restored within 24 hours of the conclusion of the Event at your expense. An inspection will be conducted by the City immediately prior to the Event to ensure that the location of booths, port-o-lets, stages, etc. are in accordance with the approved site plan. You shall not obstruct the visibility of the waterfront during set up and break down of the Event.

PERMIT ON DISPLAY

You are required to have the official Special Event Permit on display for inspection by City staff and Police/Fire. You must ensure that all staff and vendors associated with your event know where the Special Event Permit is displayed.

INSPECTION OF PERMITTED AREA; RESTORATION OF PERMITTED AREA

You and a representative of the City shall inspect and document the condition of the Permitted Area on or before commencement of set up. Photographs of the Permitted Area may be taken. You must restore the site to a condition equal to that existing on the date of the inspection and pay all costs for the repair and replacement of City property which is necessary due to your Event. If any damage is not repaired, it is understood that the City will have the right to withhold any Security Deposit, complete the work and charge you for any costs not covered by the Security Deposit.

SET UP/BREAK DOWN TIMES

If you commence set up of the Event within the Permitted Area prior to the date and time specified in the Event Confirmation Approval Letter or fail to complete the breakdown of the Event by the date and time set forth in the Event Confirmation Approval Letter, including removal of all materials and equipment and restoration of the Permitted Area, you agree to pay to the City, as liquidated damages and not as a penalty, \$100.00 for each hour that the Permitted Area is occupied prior to the commencement of the set up period or after the expiration of the breakdown period. The City may apply the Security Deposit toward any liquidated damages due.

CLEANING OF PERMITTED AREA

You shall be responsible for all clean-up of the Permitted Area and a one block radius. The City reserves the right to approve the company selected by you to provide the clean-up services at least thirty (30) days prior to the Event. If your expected attendance is more than 1000, the City requires the use of a company that specializes in large festival cleaning.

TENT PLACEMENT

All tents must be weighted with blocks or barrels of water. **Tents may not be staked anywhere.** A fine of \$500.00 per tent will be assessed for any tents which are staked. The City does this to avoid staking any waterlines or electrical. Please make sure the weights are heavy enough to withstand strong winds that could occur. You agree to pay to the City as liquidated damages, and not as a penalty, \$500.00 per staked tent for any repair costs that the City may incur and the City may apply the Security Deposit to any liquidated damages due.

VEHICLES

No vehicles may be driven or parked on the grass unless approved on the final site plan. Any damage to grass will be deducted from the security deposit. No heavy equipment, motor vehicles or large vessels shall be brought or permitted on the site. No driving of any vehicle shall be permitted on the grass as it may result in tire ruts and may cause damage to the irrigation system. You agree to pay to the City as liquidated damages, and not as a penalty, \$500.00 per vehicle that drives onto the for any repair costs that the City may incur, and the City may apply the Security Deposit to any liquidated damages due.

FOOD VENDORS

Food vendors are required to use a protective flooring/tarp when cooking. All food vendors must have grease protective covers under their tents. Grease traps are not provided. Food vendors are required to take grease/oil with them and dispose of it properly.

SANITARY & FOOD REGULATIONS

Sanitary and food facilities shall be provided by the Licensee in accordance with applicable laws and regulations of the Florida Department of Environmental Protection, Department of Business and Professional Regulation, and the Palm Beach County Health Department.

You agree to ensure that any and all grease remaining after the event by food vendors shall be properly disposed of in accordance with any applicable ways. In the event Licensee fails to properly dispose of the grease, the City will charge Licensee for the cost incurred by the City to do so.

CONCESSIONAIRE RIGHTS

You shall have exclusive concessionaire rights within the permitted area.

RESTROOMS

You will be required to keep the restrooms cleaned and stocked with supplies at all times. Event promoters are also required to clean the bathrooms post event including mopping, toilets, countertops, etc. The City does not supply garbage cans, toilet paper, paper towels or hand soap.

The City may require you to provide portable restroom facilities (including ADA accessible) in addition to existing permanent restrooms depending on the anticipated crowd size and/or event history.

Any port-o-lets placed in front of businesses or condominiums must be screened from view by fencing, lattice, or other screening. Placement of port-o-lets must be approved by Community Events.

NO FLAMES

You may use electric tiki torches only; no fire or gas torches shall be allowed at any time within the Permitted Area.

GLASS CONTAINERS

No glass containers shall be allowed on the Permitted Area.

RECYCLING.

You agree to use your best efforts to recycle materials.

SITE CONDITION

Safety comes first. Please plan your event site free of trip hazards and congestion.

PAVERS

Should the pavers be left dirty, you may be charged for them to be pressure cleaned. Only vehicles identified and approved on the final site map may be parked on pavers (sponsor vehicles, hospitality vehicles, etc.) No personal or vendor vehicles may be parked on pavers. Any damage to the pavers will be deducted from security deposit.

TECHNICAL EQUIPMENT

All technical equipment and support must be arranged by the promoter. This includes both sound and light.

GATED EVENTS (MEYER AMPHITHEATRE ONLY)

All fencing must be footed and weighted.

Fencing is not permitted to be broken down between the hours of 10:00 p.m. and 7:00 a.m.

The grass area located at the corner of Evernia St. and Narcissus St. must not be fenced in and must be accessible to residents.

COMPLIMENTARY TICKETS

If the event is ticketed, 150 complimentary tickets must be given to the Community Events Manager to distribute to City Commissioners, City staff, and the Mayor. Tickets are due 30 days prior to the event.

EMERGENCY ACCESS & COMMUNICATION

You shall provide any and all emergency access required by the City. You shall ensure that a 15 foot fire lane is kept clear at all times and you shall provide keys to all gated areas to the City for emergency access.

Communication with the emergency services should be clear and precise about the emergency location. A plan should be drafted and volunteers, staff and participants in the event should be informed of what steps to take in case of an emergency.

CROWD MONITOR

Please ensure that areas do not become overcrowded. Make sure that the site you book will accommodate the entertainment you bring in. For gated events in the Meyer Amphitheatre, the Fire Marshall shall review site plan and provide requirements regarding gates, access and maximum capacity.

AMPLIFIED SOUND RESTRICTIONS

The use of amplified sound, generators, refrigerated trucks and fence installation and removal must be within reasonable limits. The City of West Palm Beach reserves the right to reduce sound levels as needed. Amplified Sound is permitted within the following hours:

Sunday through Thursday: 7:00 a.m. to 10:00 p.m.

Friday and Saturday: 7:00 a.m. to 11:00 p.m.

Amplified sound may not start before or go past the times listed on the event permit.

NOISE REGULATIONS FOR EVENTS AT THE MEYER AMPHITHEATRE

All special events permitted at the Meyer Amphitheatre (Amphitheatre) shall be limited to a continuous airborne sound level not to exceed 100 dBA as measured no closer than 80 feet and no farther than 100 feet from the Amphitheatre's stage.

Event production companies will be required to monitor decibel levels and onsite City staff will require compliance. The City may use a sound meter with NIST calibration to monitor sound levels throughout your event.

Amplified sound, including sound checks, may not be used before 7:00 AM on any day.

Whenever the City observes a violation of this provision, the City shall issue a warning to the individual, or individuals, responsible for the violation. The warning shall state the dBA readings obtained during measurement and shall inform the individual or individuals that the generated sound level at the Amphitheatre must be reduced within five minutes. Thereafter, each re-measurement that exceeds 100 dBAs shall constitute a separate violation.

If a second offense occurs, at any of your events anytime within 90 days of issuance of a warning, you shall pay damages to the City in the amount of \$250.00. For the third offense and each offense thereafter, which occurs at any of your events anytime within 90 days of issuance of a warning, you shall pay damages to the City in the amount of \$1,000.00 for each subsequent offense.

All technical definitions not defined herein shall be in accordance with the applicable publications and standards of the American National Standards Institute.

ENTERTAINMENT

Licensee is solely responsible for all contracts or agreement of any nature for entertainment for the event. All contracts or agreements of any nature shall be negotiated by Licensee and secured at the sole expense

of the Licensee. The City shall not be named as a party in any contract for goods and/or services provided in conjunction with the event. the City shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Event.

You represent and warrants that it shall have, prior to the event, all necessary performing rights and licenses (BMI/ASCAP/SESAC) and shall ensure that all performance payments required to be made under such licenses are made promptly and directly to the licensing organizations. The City shall have no responsibilities to any performing rights licensing organization for any performances during the event. If you fail to obtain licenses as required, you shall be responsible for payment to the City of all license fees incurred for the Event. The City shall have no responsibilities to any performing rights licensing organization for any performances during the Event. You shall provide a complete list of entertainment to the City upon request.

ADA ACCESSIBLE

Licensee must make the site accessible in compliance with the requirements of the American with Disabilities Act.

How to Comply:

If you are providing portable bathroom facilities, a minimum of 5% of the facilities must be wheelchair accessible and meet applicable codes.

All pedestrian routes from the parking lot to the event site are equipped with curb cuts or temporary ramps to accommodate wheelchair patrons.

All ramps must meet the Florida Accessibility code. The maximum slope of a ramp should be 1:12". The maximum rise shall be 30", 70mm.

Displays and exhibits must be set at least 36" to 42" apart to allow clearance for wheelchair accessible visitors. All display items should be located no higher than 54" to allow a parallel approach by a person in a wheelchair. For forward approach, the maximum height must be 48". Vendors who do not meet these standards must be willing to accommodate disabled patrons by coming out of the exhibit when assistance is required. Make certain that displays, events, and concessions are set up along existing hard surfaces when possible, and avoid tree routes, soft or rough terrain.

Wheelchair accessible transportation must be made available for the duration of the event if transportation is being offered during the event from a central parking area.

CROSS MARKETING OPPORTUNITIES

The City shall be permitted to provide two 8-foot banners advertising the Downtown Waterfront to be hung in mutually agreeable, high visibility areas within the Event site. The City shall also be permitted to provide materials or items promoting the Downtown Waterfront for inclusion in the Event's information booths, vendor information materials, participant information materials, etc. The City shall also have the right to one 10X10 booth space, in a mutually agreeable, high visibility area within the Event site, to promote the Downtown Waterfront.

FEDERAL, STATE, COUNTY & CITY REGULATIONS

Licensee shall comply in all material respect with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations. You shall obtain at your own expense all required licenses and permits.

NON-DISCRIMINATION

You and your concessionaires shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee or customer because of race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation.

INSURANCE

You are required to obtain and keep in force at all times during the period for which privileges are granted by the Special Event Permit, a policy or policies of public liability and property damage insurance, protecting the City, its officers, agents and employees against any and all liability due to death, injury or damage to property arising out of, or any way incidental to your operation. You agree to provide the policy or policies in comprehensive form in an amount not less than \$1,000,000, combined single limit, per occurrence, bodily injury, including death and property damage, and \$2,000,000 General Aggregate. The policy shall contain broad form contractual coverage applicable to the Special Event Permit and, if alcohol will be sold, possessed or consumed at the Event, liquor liability with minimum amounts not less than that required for bodily injury and property damage. The "City of West Palm Beach, its commissioners, officers and employees" shall be named as an additional insured on all required policies and a certificate of insurance evidencing the required coverage shall be submitted to the City at least 30 days prior to the Event.

INDEMNIFICATION

You agree to indemnify, defend, save and hold harmless the City and its commissioners, officers and employees from any claim, demand, suit, loss, cost or expense or any damages which may be asserted, claimed or recovered against or from the City or its commissioners, officials, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with your special event permit and/or use of the Permitted Area or the condition of the Permitted Area including those arising during the set up and breakdown of the Event. This indemnification includes, but is not limited to, compliance with the terms and conditions of the Special Event Permit, your operations and use of the Permitted Area or any act or omission of you, your agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. You further agree to indemnify, defend, save and hold harmless the City and its officials, agents and employees from any claim, demand, suit, loss, cost or expense or any damages arising out of or relating to your failure to obtain all necessary performing rights and licenses (BMI, ASCAP and SESAC).

NOTICES

Any and all notices to you may be hand-delivered, or given or served by certified or registered mail, or electronic transmission (e-mail) producing a written record, to the address set forth in your application. Any and all notices to be given to the City may be given or served by certified or registered mail, or electronic transmission producing a written record, addressed to Mary Pinak, Community Events Manager, City Hall, 401 Clematis Street, West Palm Beach, FL 33401.

PERMIT MODIFICATIONS

The Community Events Manager is authorized to modify, alter or waive any minor requirements, conditions or provisions of the Special Event Permit if in the best interest of the City in order to facilitate the safe or efficient implementation of the Event.

DEFAULT

In the event of a failure to comply with any provisions of the Special Event Permit, the City may exercise any and all remedies provided in the Special Event Ordinance, the permit conditions, or permitted by law, including the termination of the permit without notice or opportunity to cure. Default shall include failure to pay the Special Event Permit Fee or any portion thereof when due; abandonment of the Permitted Area or any part thereof; failure to carry the required insurance; or the return of any checks given by you due to insufficient funds.

TERMINATION

The City shall have the right to terminate the Special Event Permit at its sole option at any time for convenience, with or without cause and without penalty, upon 7 days prior written notice

LIMITATION OF LIABILITY

You agree that the City's liability for any cause of action for money damages due to an alleged breach by the City of the Special Event Permit shall not exceed, in total, \$5,000.00. You agree that the City shall not be liable to you for damages in an amount in excess of \$5,000.00 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by the Special Event Permit. Nothing contained herein is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

LITIGATION

The Special Event Permit shall be governed by the laws of the State of Florida and venue shall lie in Palm Beach County. In the event the City is required to file legal action against you to collect any amounts due under the Special Event Permit, the City shall be entitled to its costs of collection, attorneys' fees and cost, and interest at the maximum rate allowable by law.

SPECIAL EVENT ADVERTISING AND BANNERS

Special event on public property or public right-of-way

A special event advertising permit is required for all signs, light pole banners, and other advertising located in public rights-of-way in the City. Signs and light pole banners on state roads will also require the approval of the right-of-way authority having jurisdiction of the right-of-way. Variable message signs (VMS) located within a public right-of-way require approval by the right-of-way authority having jurisdiction of the right-of-way. The city reserves the discretion to deny any application for a special event advertising permit.

Applications for special event advertising permits shall be submitted at least 60 days prior to the special event.

Special event advertising shall comply with the city's street pole (banner) advertising rules and fees, as applicable.

Reserved dates and locations. Applications for special event advertising permits shall be reviewed on a first-come, first-served basis for purposes of determining date availability and location eligibility. Dates and locations planned to be utilized to advertise city-produced or city-sponsored events will be reserved for city use and will not be available for other advertising

Security deposit. A security deposit is required for all special event advertising. If the applicant complies with this article and the special event advertising is removed on or before the required removal deadline, the security deposit will be returned. If the applicant does not remove all special event advertising on or before the required removal deadline, an additional fee will be charged for each day the special event advertising remains after the removal deadline.

Installation and Removal.

1. Permitted special event advertising must be installed and removed by a contractor hired by the applicant. Applicant must provide a Maintenance of Traffic Plan (MOT) for approval prior to installation and removal along streets and public rights-of-way.
2. Permitted special event advertising shall not be placed in the approved locations for more than 16 days including installation and removal, with the exception of cultural facility exhibits that span more than 16 days.
 - a. Special event advertising for cultural facility exhibits that span several weeks or months may advertise the exhibit within one-half mile proximity of the exhibit

location for a period not exceeding 180 days, excluding banners on Okeechobee Blvd, Clematis Street and Banyan Boulevard. Special event advertising for cultural facility exhibits along Okeechobee Blvd, Clematis Street and Banyan Boulevard shall not be placed in the approved locations for more than 16 days including installation and removal, unless a second permit is issued. Cultural facility exhibit advertising banners for longer term exhibits may apply for a second 16-day permit during the exhibition period within the Okeechobee Blvd., Clematis Street and Banyan Boulevard corridors, subject to availability.

Signage Regulations:

1. Signs and banners may not be utilized to advertising a specific product or corporate entity.
2. Sponsor logos or symbols may be utilized, provided the total space allocated for all sponsors' logos does not exceed an area of one square foot or 20 percent of the banner surface area, whichever is smaller. The symbol/logo should be placed in the lower left or right hand corner of the banner or along the bottom of the banner if multiple sponsors are included.

APPLICATION FOR SPECIAL EVENT HOSTED ON PUBLIC PROPERTY

Submittal of this application does not guarantee approval for the event

Please make sure that you fill this application out completely. Do not forget to include a check for \$50.00 payable to the City of West Palm Beach. Also include a detailed site plan that shows all temporary structures (tents, restrooms, stages, dumpsters, etc.).

Event Name: _____

Requested Event Location: _____

Set-up will begin on _____ at _____ a.m./p.m.
Date Time

	EVENT DATE	DAY OF WEEK	START TIME	END TIME
DAY 1				
DAY 2				
DAY 3				

Break-down will completed by _____ at _____ a.m./p.m.
Date Time

	ALTERNATIVE EVENT DATE	DAY OF WEEK
DAY 1		
DAY 2		
DAY 3		

APPLICANT INFORMATION

Applicant: _____
Organization/Corporation

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Fax:** _____

Contact: _____

Phone: _____ **Email:** _____

Please Select Which Best Describes Your Organization:

For Profit : Non-Profit: Governmental : Neighborhood Association : Private :

EVENT SPONSORS

Sponsor: _____

Organization/Corporation

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Contact: _____

Phone: _____ Email: _____

Sponsor: _____

Organization/Corporation

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Contact: _____

Phone: _____ Email: _____

EVENT INFORMATION

Please give a detailed description of the event – include all aspects of the event. *Remember to keep Community Events informed of any additions, deletions, or changes to your event!*

Phone: _____ Website: _____

Purpose / Description of Event: _____

Estimated number of attendees you will expect at your event? _____

Your event will be listed at: <https://www.wpb.org/government/community-events/community-events>

Has this event taken place in the City of West Palm Beach? Yes No

If **YES**, how many years? _____

Is this event produced in other cities? Yes No

If **YES**, please list what cities: _____

EVENT REFERENCES (LIST TWO)

REFERENCE 1	Organization/Company: _____
	Contact: _____
	Phone: _____
REFERENCE 2	Organization/Company: _____
	Contact: _____
	Phone: _____

Ticket Prices (if applicable)

Adult / General Admission: _____ Senior: \$ _____ Child: \$ _____
 How will these revenues be used? _____

If the proceeds of the event are intended for an organization other than the applicant, please provide the following information:

Benefiting Organization: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Contact: _____
 Phone: _____ Fax: _____
 Email: _____ Website: _____

Terms of Agreement: _____

% of funds which will be donated: _____

** MUST provide copy of non-profit 501C3 Status **

CITY SERVICES

ROAD CLOSURES

Will you require road closures? Yes No

If **YES**, please describe the streets you want closed and the closing and opening dates/times.

STREET / INTERSECTION	CLOSURE	RE-OPEN OF ROAD
	Date / Time	Date / Time
	/	/
	/	/
	/	/

NOTE: Event Producer is responsible for obtaining a company to provide MOT, cones, barricades and signage for road closures and will require FDOT permit if using county roadways.
 Event Producer is required to pay for any meters along road closure at \$25.00 per meter.

PARKING

Will you need parking meters reserved? Yes No

Reserved parking meters will be charged at the current cost per day, including Sundays and Holidays

Will you use a valet service for parking? Yes No

Where do you intend event attendees/valet will park? _____

DUMPSTERS

Will you need dumpsters? Yes No

If YES, how many? _____

POLICE SERVICES

Police services requirements will be determined by the City.

EMS SERVICES

EMS services requirements will be determined by the City.

SIGNAGE

Do you plan on having signage or banners advertising the event? ? Yes No

ADDITIONAL INFORMATION

ALCOHOL

Will alcohol be served at your event? Yes No

Will alcohol be sold at your event? Yes No

NOTE: Include locations of any alcohol being sold or served on your site map.
State and local laws apply with regards to alcohol consumption. The sale of alcohol must be permitted and sold by licensed vendors and proper documentation must be provided to the City in advance of the event.
You must provide: Liquor Liability Insurance with the "City of West Palm Beach, its commissioners, officers, and employees" listed as "Additional Insured" and a Liquor License, these can be provided by caterer on your behalf. **THIS IS NOT OPTIONAL.**

FOOD

Will food be served at your event? Yes No

Will food be sold at your event? Yes No

Will you be using a concessionaire company? Yes No

NOTE: Any food vendors are required to be in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Palm Beach County Health Department.

MUSIC

Will music be provided at your event? Yes No

If **YES**, what type of music? _____

Will you be using a professional production company? Yes No

FENCING

Will you be using a fencing company for your event? Yes No

NOTE: Fence company must apply for Fence Permit through Development Services and supply a copy to Community Events. Fencing cannot be installed before 7:00 a.m. and cannot be broken down after 10:00 PM Sunday-Thursday and after 11:00 p.m. on Friday & Saturday. **NO EXCEPTIONS.**

CLEANING

You are required to use a cleaning company experienced in cleaning outdoor events.

Name of cleaning company: _____

NOTE: If event site is not cleaned per the Terms and Conditions, the City reserves the right to have another cleaning company of its choice complete the job and any fees will be deducted from security deposit.

ELECTRICITY

Will you be using temporary electric? Yes No

Will you be contracting with an electrician for your event? Yes No

NOTE: Electrical Contractor must apply for Temporary Electrical Permit through Development Services and supply a copy to Community Events. Also, no electrical work can occur before the approved set-up time and must be removed by the approved breakdown time.

TENTS/OTHER EQUIPMENT

Will you be erecting any tents, stages, ticket booths, etc.? Yes No

Will you be using a tenting company? Yes No

Will you be using a rental company? Yes No

Will you be using port-o-lets at your event? Yes No

NOTE: Tent contractor must apply for Tent Permit through Development Services and supply a copy to Community Events.
No tents can be installed, or equipment dropped off before the approved set-up time. All tents and equipment must be removed by the approved breakdown time. You **MUST** include all these items on your site map.

AMUSEMENT RIDES/GAMES/LIVE ANIMALS

Will your event include amusement rides? Yes No

If **YES**, what kind? _____

Will your event include children’s games? Yes No

If **yes**, what kind? _____

Will your event include live animals? Yes No

If **YES**, what kind? _____

NOTE: All amusement rides must be approved by the State.
Large amusement rides such as Ferris wheels are not allowed on the West Palm Beach Waterfront. Bounce houses should be positioned so not to block the waterfront views.

PROMOTION/ADVERTISING

What type of promotion/advertising do you have planned for your event? _____

Will you include in newspaper? Yes No

If **YES**, name of newspaper: _____

Will you include in magazines? Yes No

If **YES**, which magazines? _____

Will you include radio? Yes No

If **YES**, name of radio station(s) _____

Will you include television? Yes No

If **YES**, name of television station(s) _____

APPLICANT ACKNOWLEDGEMENT

I have received and read a copy of the Special Event Permits Requirements and Conditions included in this Application package, and I understand and agree to all the terms and conditions.

I understand and agree that I am solely and fully responsible for compliance with the Special Event Permits Requirements and Conditions and will be responsible for any violation or non-compliance. I understand that I am responsible, regardless of the source of payment or any permit fees or charges. I am aware that if any of the Special Event Permits Requirements and Conditions are violated, I will be charged accordingly or my special event permit, if granted, may be revoked by the Mayor.

If I am signing on behalf of an applicant organization or corporation, I also represent that I am authorized to sign the application on behalf of the organization or corporation and that my signature will bind the organization or corporation.

Organization: _____

Authorized Representative (print): _____

Signature: _____

Date: _____

PLEASE SUBMIT SPECIAL EVENT APPLICATION, SITE PLAN & \$50.00 APPLICATION FEE TO:

City of West Palm Beach
Community Events Division
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401