



# CITY OF SARASOTA, FLORIDA PERMIT APPLICATION AND AGREEMENT CHIDSEY BAYFRONT COMMUNITY CENTER

PERMITTEE INFORMATION					
Individual or Business Name:			Name and title of person authorized to act on behalf of business:		
Mailing Address:			Phone #:		
			Fax #:		
City:		State:		Zip:	
			Email:		
EVENT INFORMATION <small>(EVENTS MAY BE BOOKED UP TO 12 MONTHS IN ADVANCE)</small>					
Event Name:					
Type of Event:					
Date(s):					
<small>[DATES, TIMES, AND PERMIT FEES FOR ONGOING OR RECURRENT EVENTS ARE LISTED IN EXHIBIT "A," WHICH IS ATTACHED AND INCORPORATED HEREIN.]</small>					
Time:	From	AM/PM	to	AM/PM	total number of hours:
NON-REFUNDABLE PERMIT FEE					
<b>NON-REFUNDABLE PERMIT FEE IS TO BE PAID (CHECK ONE):</b> <input type="checkbox"/> <b>AT THE TIME OF PERMIT APPLICATION</b> ( _____ HOURS @ \$ _____ = \$ _____ ); <b>OR</b> <input type="checkbox"/> <b>AS SET FORTH IN EXHIBIT "A."</b> THIS FACILITY PERMIT BECOMES VALID UPON THE CITY OF SARASOTA'S RECEIPT OF FULL PAYMENT AND ITS APPROVAL OF THIS FACILITY PERMIT. THE NON-REFUNDABLE PERMIT FEE DOES NOT INCLUDE CHARGES FOR ADDITIONAL EQUIPMENT AND/OR SERVICES AS LISTED IN EXHIBIT "B," ATTACHED AND INCORPORATED HEREIN, OR CHARGES FOR CHANGE ORDERS FOR ADDITIONAL EQUIPMENT AND/OR SERVICES AS LISTED IN EXHIBIT "C," ATTACHED AND INCORPORATED HEREIN. EQUIPMENT FEES AND CHANGE ORDER CHARGES SHALL BE INVOICED SEPARATELY AND ARE DUE AND PAYABLE UPON RECEIPT OF THE INVOICE. PERMITTEE AGREES TO PAY AN HOURLY OVERTIME FEE OF \$ _____ FOR EACH HOUR, OR ANY FRACTION THEREOF, THAT PERMITTEE (OR PERMITTEE'S AGENTS, EMPLOYEES, PATRONS, GUESTS OR OTHER PERSONS ADMITTED TO THE SAID PREMISES BY PERMITTEE) USES OR OCCUPIES THE PREMISES BEFORE OR AFTER THE PERMIT HOURS. PERMITTEE SHALL PAY ALL OVERTIME CHARGES TO THE CITY WITHIN 24 HOURS OF THE END OF THE EVENT.					
REFUNDABLE DAMAGE DEPOSIT					
<b>A REFUNDABLE DAMAGE DEPOSIT IN THE AMOUNT OF \$ _____ MUST BE PAID NO LATER THAN _____ DAYS PRIOR TO THE SCHEDULED EVENT. FAILURE TO TIMELY PAY THE DAMAGE DEPOSIT SHALL RESULT IN A FORFEITURE OF THE NON-REFUNDABLE PERMIT FEE AND AN IMMEDIATE CANCELLATION OF THIS PERMIT.</b> THE DAMAGE DEPOSIT SHALL BE REFUNDED TO PERMITTEE PROVIDED THE AUDITORIUMS MANAGER DETERMINES THAT THE CENTER HAS NOT BEEN DAMAGED DURING THE EVENT PERIOD AND DOES NOT REQUIRE CLEANING BEYOND THAT TYPICALLY REQUIRED FOR THIS TYPE OF EVENT. THE CITY OF SARASOTA MAY DEDUCT FROM THE DAMAGE DEPOSIT ALL SUCH COSTS INCURRED BY IT TO REPAIR, RESTORE AND/OR CLEAN THE CENTER. ANY AMOUNTS INCURRED BEYOND THE DAMAGE DEPOSIT PAID SHALL BE BILLED TO PERMITTEE AT THE ABOVE ADDRESS, WHO HEREBY AGREES TO REIMBURSE THE CITY FOR SUCH COSTS WITHIN _____ DAYS OF RECEIPT OF AN INVOICE. UNPAID, UNDISPUTED BALANCES ARE SUBJECT TO A FINANCE CHARGE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH. PERMITTEE SHALL BE HELD RESPONSIBLE FOR ALL EXPENSES INCURRED TO COLLECT DELINQUENT AMOUNTS, INCLUDING ATTORNEY'S FEES AND COSTS.					
RELEASE & INDEMNIFICATION					
Permittee agrees to conduct its activities upon the Center so as not to endanger any person lawfully thereon. Permittee agrees to indemnify and hold harmless the CITY and its commissioners, officers, employees, agents, and servants against any and all claims for loss, injury, damage to persons or property of any kind, including claims of employees, agents or servants of Permittee or any contractor or subcontractor, arising from or growing out of the use or misuse of the Center or any part thereof by the Permittee, its employees, agents, members, patrons, or guests.					
AGREEMENT					
I agree to abide by all laws of the CITY OF SARASOTA and of the State of Florida. Additionally I have read and agree to abide by the Additional Terms and Conditions on Page 2 of this Facility Permit and the Rules and Policies attached and incorporated herein as Exhibit "D." Any breach of any terms, conditions, rules or policies by the Permittee, or any party operating under Permittee's control, shall be considered a breach of this Facility Permit.					
<b>MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE RELEASE &amp; INDEMNIFICATION AND PERMIT APPLICATION AND AGREEMENT.</b> <small>( PLEASE SIGN BELOW IN THE PRESENCE OF ONE WITNESS )</small>					
Witness:			_____ <small>PRINT NAME OF INDIVIDUAL AUTHORIZED TO SIGN</small>		

PRINTED NAME OF WITNESS

\_\_\_\_\_  
SIGNATURE ON LINE ABOVE

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
DATE

**CITY OF SARASOTA, FLORIDA  
PERMIT APPLICATION AND AGREEMENT  
BAYFRONT COMMUNITY CENTER  
Additional Terms and Conditions**

1. **PERMIT ISSUANCE:** No application will be approved until receipt of full payment. Once an application is approved, no refunds will be issued for any reason. Issuance of permits will be determined by the order in which approved applications are received. Permittee may not assign an approved application without prior written consent of the CITY OF SARASOTA ("CITY").
2. **PAYMENTS:** All sums due and payable to the CITY under this Permit shall be paid in U.S. funds by check, money order, cashier's check, or as otherwise approved by the Auditoriums Manager. Checks are not permitted less than ten (10) days prior to the event without management approval. The Permit Fee includes all applicable sales taxes. CITY is not obligated to pay interest on any deposit or fee called for by this Facility Permit.
3. **FACILITIES.** Unless otherwise noted herein, the CITY agrees to provide: a climate-controlled facility; electrical and utility service.
4. **USE OF PREMISES.** Permittee shall use the Premises only for the purpose stated herein.
5. **SURRENDER OF PREMISES.** The Center is to be kept clean and generally cared for during the entirety of the event. At the end of the event, all interior, exterior decorations shall be removed by Permittee and the Center shall be surrendered in the same condition as at the beginning of the event, ordinary use and wear excepted. CITY reserves the right to remove from said building all effects remaining in the Center at the expense of the Permittee.
6. **CONTROL OF FACILITY.** The CITY retains the right to control and manage the Premises and to enforce all necessary laws, rules and policies. The CITY may use any part of the Premises at any time provided such use does not interfere with Permittee's use of the Premises. Authorized representatives of CITY may enter any portion of the Premises at any time.
7. **PUBLIC SAFETY.** Permittee shall not to admit into the Premises more persons than allowed by law; and shall keep aisles, passageways, sidewalks and doors free from obstructions.
8. **POLICE COVERAGE AT EVENTS WITH ALCOHOL.** When alcohol is served at an event, Permittee must provide, at its own expense, up to three (3) off-duty City of Sarasota Police Officers. Police Officers are to be present from the beginning of the event until 12:30 a.m. and/or until the general public has vacated the Center. Police Officers are to report to the Center Staff for instructions pertaining to the event coverage. Permittee shall furnish the following police coverage at events with alcohol: \_\_\_\_\_.
10. **DISORDERLY CONDUCT.** CITY reserves the right, to eject any person engaged in disorderly conduct from the Premises. Upon the exercise of this authority, the Permittee hereby waives claims for damages related to said ejection.
11. **LICENSES, PERMITS AND TAXES.**
  - A. Permittee shall obtain at its own expense and comply with any licenses or permits required by law for Permittee's use of the Premises.
  - B. The Permittee is responsible for the payment of all taxes, fees and charges required by any legal authority associated with its use of the Premises.
  - C. Permittee shall comply strictly with all laws respecting copyright and trademarks and warrants that it will not infringe any related statutory, common law or other rights of any person during its use of the Premises. Permittee is responsible for remitting payment to appropriate agencies for use of copyrighted materials and will indemnify and hold CITY, its officers, agents and employees harmless from all liability, costs and claims, losses and/or damages (including court costs and attorneys' fees) with respect to such copyright or trademark rights.
12. **PREMISES HOLDOVER AND PROPERTY STORAGE.** Permittee is liable for any claim and/or damage, including but not limited to rents or costs associated with infringement on the rights of any Permittees resulting from its failure to surrender the Premises at the end of the rental term. Should the Permittee fail to surrender the Premises, (1) the Permittee shall pay to the CITY the customer rate for the space involved, and (2) the CITY shall remove all Permittee's effects from the Premises and treat the same as abandoned. All storage, if required, shall be at the cost, expense and risk of the Permittee.
13. **LAW OBSERVANCE.** Permittee shall comply with all federal, state and local laws.
14. **AMERICANS WITH DISABILITIES ACT.** Concerning the Americans With Disabilities Act and all regulations thereunder, the CITY shall be responsible for the permanent Premises access accommodations, such as, but not limited to, wheelchair ramps, door width standards and rest room accessibility. Permittee shall be responsible for non-permanent accessibility requirements, such as, but not limited to, auxiliary aids for the visually impaired, hearing impaired and mobility impaired, seating arrangements and exhibition accessibility.
15. **DISCRIMINATION.** Permittee agrees not to discriminate against any employee or any applicant for employment because of age, disability, gender, marital status, national origin, race religion, sexual orientation or veterans status and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.
16. **FORCE MAJEURE – CLOSURE AND EVACUATION OF FACILITY.** CITY may terminate or suspend its obligations under this Permit and may close and evacuate the Premises if such obligations are delayed, prevented or rendered impractical by hurricane, fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities or as a result of any law, ordinance, regulation or the requisition of the Premises by any governmental agency, to the extent that such event is beyond the reasonable control of CITY. In any such event, CITY shall not be liable to Permittee for any delay or CITY's failure to perform its obligations hereunder. If it is not possible to complete the presentation of the event, rental shall be forfeited, prorated, or adjusted at the discretion of the CITY, based upon the equities of the situation, and Permittee waives any claim for damages or compensation from the CITY.
17. **ATTORNEY'S FEES.** In the event CITY finds it necessary to employ legal counsel to enforce any covenants of this Permit, Permittee agrees to reimburse the CITY for its reasonable attorneys' fees and court costs.
18. **INTEGRATION, SEVERABILITY, APPLICABLE LAW.** This Permit and its attached Exhibits constitute the entire agreement between the parties and supersedes any previous understandings between the parties. Changes to this Permit must be made in writing and signed by both parties; provided, however, that for no-cost changes the CITY may issue a unilateral Addendum based on Permittee's verbal or written requests. If any provision in this Permit is invalidated, all remaining provisions shall continue in full force and effect. The laws of the State of Florida govern this agreement and any litigation concerning this agreement shall be instituted only in the courts of the Twelfth Judicial Circuit in Sarasota County, Florida.
19. **NOTICES.** All notices shall be deemed effective upon receipt. Notices may be sent by U.S. or certified mail, hand delivery, or by facsimile or e-mail if confirmation of receipt, to the Permittee at the address provided above by Permittee and to the City at the following address:

City of Sarasota Auditoriums Office  
801 N. Tamiami Trail  
Sarasota, Florida 34236  
Attention: Auditoriums Manager  
Facsimile: (941) 366-7761  
E-mail: deborah.perez@sarasotagov.com

**FOR OFFICE USE ONLY**

Date application received:

Permit Fee Paid:

Date application approved by Auditoriums Manager:

Damage Deposit Paid:

Signature Auditoriums Manager:

SAMPLE