



**Special Event Agreement
for
Public and Community Events in the City of Venice**

**City of Venice
401 West Venice Avenue
Venice, FL 34285**

This agreement is for all events held on City of Venice owned and/or maintained property or facilities under the jurisdiction of the City of Venice. The City of Venice retains the authority to determine whether the event should be held or continued in times of inclement weather, civil disturbance or other conditions deemed unacceptable by the staff of the City of Venice.

To be valid, this Agreement must be signed, returned and be in the possession of the City Manager's Office by MAY 13 2016, along with any required fees.

AGREEMENT AND SPECIAL CONDITIONS

This Special Event Agreement ("Agreement") is made between the City of Venice, a political subdivision of the State of Florida, whose address is 401.W. Venice Avenue, Venice, FL 34285 (hereinafter the "City") and VHS Sarasota County School Dist., whose address is 41 Indian Ave, Venice FL 34285 (hereinafter the "Event Holder").

Project Number _____

Control Number _____

WITNESSETH:

WHEREAS, THE City, acting by and through the City Council, did grant a Special Event Permit to the Event Holder for the dates of June 3 2016, for the purpose of VHS Graduation Fireworks conducting" The Event at VHS Football Field and;

WHEREAS, the granting of said Special Event Permit by the City is subject to the execution of this Agreement; and

WHEREAS, the Event Holder has complied with and/or is complying with the requirements of the City in connection with the granting of said Permit.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties do hereby agree as follows:

1. It is expressly agreed by the parties hereto that the Permit is granted at the discretion of the City and, if in the reasonable opinion of the City Council or the City Manager the public safety demands, said Permit may be canceled at any time by the City or the City Manager and the City and/or the City Manager shall incur no liability to the Event Holder as a result of such cancellation.
2. The Event Holder also agrees to pay the City for said Permit, and for the furnishing by the City of Fire, Public Works, and other municipal services that are made necessary because of the influx of people to the City attending the Event held by the Event Holder including, but not limited to, cost of fire vehicle operation, cleaning of litter and debris, erection and removal of barricades and signs (directional) and regulatory). The City may require that the Event Holder deposit a fee towards the cost of these aforementioned services. (If required, the deposit amount is indicated in the following section).

- Deposit required
- Deposit not required

3. (a) It is agreed that a deposit of \$ 0 for the Event period shall be used by the City toward any reasonable and necessary costs incurred by the City as a result of said Event, including the providing of Fire protection, Public Works, and for any other purposes that the City deems reasonably proper or necessary that pertain to the Event. The Event Holder also agrees to pay for the stationing of Fire Fighters, as needed, on each day of the Event. The City retains the right to increase or decrease manpower assignments as dictated by crowd influx and other public safety factors, such decision to be made by the City Manager or appointed designee. In case of an emergency, as determined by the City Manager or the appointed designee, the Event Holder shall pay all reasonable, additional costs incurred in the hiring of extra personnel. *All of the above cost conditions apply;*

unless otherwise stated as a Special Condition. (See Appendix "A: Other Resources/Stipulations").

(b) Within sixty (60) days after the conclusion of the Event, the City shall provide the Event Holder with an itemized statement of all expenses incurred by the City and, if the amount expended for the Event is less than the amount of the deposit, the difference shall be refunded to the Event Holder. If the amount expended by the City hereunder exceeds the amount of the deposit, the difference shall be paid immediately to the City by the Event Holder.

4. It is expressly understood and agreed by the parties hereto that all expenses attributed to the Event period shall be paid directly by the Event Holder, other than Fire protection and other municipal services outside the confines of the Event Holder's leased or assigned premises. Included as direct expenses of the Event Holder shall be all electrical charges, charges for toilet facilities, telephone charges, water charges, and any and all charges arising from the operation of the Event, unless otherwise denoted in this Agreement.
5. Upon the signing hereof and payment of the proper permit fees, the City shall issue or cause to be issued the Special Event Permit to the Event Holder; the fee for which permit is to be paid directly to the City and is separate from the required deposit referenced in this contract.
6. Unless otherwise stated in this Agreement, at the discretion of the City of Venice, the Event Holder may have control over and retain revenues from any concessions, parking and refreshment stands, at the assigned premises and shall be responsible for their operation; subject; however, to all laws of the State of Florida and ordinances of the City of Venice and subject to the orders of the City Manager or his designee.
7. If needed, any required sanitary facilities are to be provided for by the Event Holder.
8. The Event Holder further agrees to abide by all rules, regulations and orders of the City Manager or his designee of the City of Venice concerning the public safety within or outside of the permitted premises. Any decision by the City Manager or designee regarding public safety shall be binding on the Event Holder and promptly complied with by the Event Holder.
9. In the event it becomes necessary to file legal action to enforce any of the provisions of this Agreement, the parties hereto agree that the prevailing party shall be entitled to recover, as part of the costs of such action, all reasonable attorneys' fees. Venue for any dispute related to this Agreement shall be in Sarasota County, Florida
10. The Event Holder agrees, at its sole cost and expense, to indemnify, defend and hold harmless the City of Venice and its officials, employees, agents and representatives from and against any and all liability, damages, claims and demands

which may be imposed upon, incurred by, or be asserted against the City of Venice and its officials, employees, agents and representatives as a result of or in any way connected with this Special Event. Unless by exception authorized by the City Manager, the Event Holder shall provide general liability insurance in the amount of \$1,000,000; naming the City as an additional insured. If alcohol is to be provided at the Event, unless by exception authorized by the City Manager, the Event Holder shall provide liquor liability insurance in the amount of \$1,000,000; naming the City as an additional insured. **The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A. No changes are to be made to these specifications without prior written specific approval by the City.**

11. The Event Holder agrees and attests to the special Conditions and Event details attached as Appendix "A" along with other Event details including but not limited to an Event narrative, timeline and site plan.

IN WITNESS WHEREOF, the City has caused these presents and another of like tenor to be signed and its corporate seal to be hereunto affixed by the Mayor, duly authorized hereunto, and the Event Holder has hereunto caused his Officers, thereunto so duly authorized, to set their hands and corporate seals on the _____ day of _____, 20__.

In the presence of:

CITY OF VENICE, FLORIDA

Mayor

In the presence of:



EVENT HOLDER



Project Manager
Title *Zambelli Fireworks*

APPENDIX "A"

EVENT INFORMATION

Title of Event: VHS Graduation fireworks

Purpose of Event:

Event date/time: June 3, 2016 9:15 p.m.

Event Location: VHS Football Stadium

Event holder/contact information: Michael Simmons 941-232-2114
Isaac Oakley 941 600-6853

Description of Event: See attached Special Event Application/Site Plan and other applicable documents.

Event applicants are encouraged to engage local volunteers and area interest groups as local "partners" in the formation, administration, and execution of their event. Partnerships in the operation of a recycling plan, internal parking plan, and similar operational components are examples of activities where the use of local partners can be mutually beneficial. Event holders are strongly encouraged to use services provided by the City of Venice for their event.

GENERAL SPECIAL EVENT PERMIT CONDITIONS

If applicable, as indicated by checkmark and noted herein, the following conditions, stipulations and safeguards shall be adhered to:

- A state liquor license shall be obtained and a copy shall be provided to the City.
- A security plan approved by the Venice Police Chief or his designee must be provided. (Upon City of Venice Police Chief approval, security can be provided by either City of Venice Police or Sarasota County Sherriff – generally charges for either are \$35/hr. with a 3 hour minimum.)
- An approved recycling plan must be provided. Applicants are encouraged to demonstrate the inclusion of eco-friendly features such as alternative energy sources, public education, and other environmental conservation measures.
- Temporary public food service establishments are required to be licensed and inspected by the Division of Hotels and Restaurants of the Florida Department of Business and Professional Regulation (DBPR) per Florida Administrative Code Rule 61C-1.002(5) (a) 4a.

- All necessary permits and inspections required by the City of Venice shall be obtained prior to event kickoff and displayed conspicuously.
 - All event holders and/or sponsors shall coordinate with the Florida Department of Health, the Sarasota County Health Department for the use of portable restrooms and sinks.
 - The Event Holder, in its own name and at its own expense, shall obtain all permits and/or licenses required or needed in connection with any use or Special Event or under this Agreement. Unless another land use approval has been obtained, the Event Holder shall obtain, at a minimum, a Special Event Permit approval from the Office of Development Services.
 - All fees for City Staff and equipment shall be paid within 30 days of receipt of invoice. Failure to pay fees can result in denial of future Special Event Permit requests.
 - All City property and equipment shall be returned in its original or "pre-Event" condition by the Event Holder at Event Holder's expense. Damage to City property or equipment could result in additional fees and charges to the Event Holder.
 - The Event Holder and/or sponsors shall not deviate from the approved Special Event Permit including, but not limited to hours of event, vendor locations, road closures, site plan, and related event details. Any deviation may result in revocation of the permit.
 - The Event Holder shall be on-site and available via cell phone during set-up and event operating hours, each day of the event.
 - 1) Event signage may be erected one week prior to the event and shall be removed within 24 hours of event conclusion.
 - 2) Event Holder shall coordinate with a designated City staff person on Event set-up and tear down.
 - Notification to surrounding businesses, religious institutions, homeowners, tenants shall occur one month prior to event.
 - Event shall comply with *Article II. Noise Control* of the City's Code of Ordinances.
 - No modifications or alterations may be made to the infrastructure including, but not limited to water and electric, at the event site without prior approval of the city. Any improvements approved by the city will be owned and controlled by the City of Venice and may be altered or removed if necessary.
 - Other Resources/Stipulations: _____
-

REVOCACTION / MODIFICATION

Except as otherwise provided in the terms and conditions to a Special Event Permit, the City may revoke a Special Event Permit on five (5) days' advance notice to the Event Holder. The City may modify and abrogate these general conditions and any special terms and conditions imposed on the Special Event Permit at any time.

FEES & CHARGES

The Special Event identified above is subject to the following estimated fees and charges (indicate cost for each or NA)

Other Department Staffing	\$ <u>NA</u>
Public Works Department Staffing	\$ <u>NA</u>
Fire Department Staffing	\$ <u>NA</u>
Equipment Rental (e.g. show mobile)	\$ <u>NA</u>
Misc. (cleanup services, etc.)	\$ <u>NA</u>
Festival Grounds Fees (i.e. water, facility)	\$ <u>NA</u>
Total Extended Cost	\$ <u>NA</u>

Event Holder Signature:  Date: 5/9/16
(read and understood)