



SPECIAL EVENT APPLICATION

City of Lake Wales
201 W. Central Ave.
Lake Wales, FL 33853
863-678-4182x270

Applicant Information:

Organization Name: Lake Wales Main Street, Inc.

Is this organization classified a 501c3 status by the IRS? yes no
(if so, please provide a copy of the determination letter)

Address: PO Box 4125

Phone: 863/678-4023

Lake Wales, FL 33859

Event Contact Information:

Name: (First & Last): Karen Thompson

Mailing Address: PO Box 4125

City, ST, ZIP: Lake Wales, FL 33859

Phone#: 863/678-4023

Email: karenlwmainstreet@outlook.com

Event Information:

Name of Event: Oktoberfest

Please note: All events requesting a street closure must have approval from the City Commission.

- Festival - an organized public gathering in a park or downtown e.g. Art Show
- Organized Competitive Event - a planned race, walk, tournament or other contest
- Parade/Walk - a public or private march, run, walk or parade of any kind.
- Circus or Carnival
- Other _____

Event Description: Beer, ~~drinks~~ food and music.

Event Start Date: 10/29 Time: 7pm Event End Date: 10/29 Time: 10:00pm

Set up Date: 10/29 Time: 3pm Take Down Date: 10/29 Time: 10:

Gated/Ticketed Open to the Public Private Other: _____

Location of Event:

Lake Wailes Park Downtown Market Place Kiwanis Park
 Stuart Park Crystal Lake Park Other _____

Site Plan Requirements:

Please attach a clear and legible site plan/map with the following indicated:

1. Depiction of the area (streets, park, etc) where the event will be held.
2. The overall event area such as parking and requested street closures.
3. The location and dimensions of all physical equipment being placed; such as stages, vendors, booths, tents, barricades, restrooms, dumpsters, etc.
4. Disabled parking and handicapped access clearly defined.
5. Location of temporary alcohol sales where both sales & consumption will occur.
(Sale or consumption of alcohol requires additional permitting from the state and hiring of at least 2 off-duty police officers)

Event Components:

<input checked="" type="checkbox"/> Alcohol - (Special Permit Required)*	<input checked="" type="checkbox"/> Amplified Sound
<input checked="" type="checkbox"/> Portolets	<input type="checkbox"/> Stage
<input type="checkbox"/> Sales/Distribution/Display	<input type="checkbox"/> Inflatables (bounce houses)
<input checked="" type="checkbox"/> Food Distribution/Sales	<input type="checkbox"/> Concerts/Live Music
<input type="checkbox"/> Use of electric outlets	<input type="checkbox"/> Installation of additional outlets
<input type="checkbox"/> Use of water spigots	<input checked="" type="checkbox"/> Tents (permit required for tents larger than 30x30)
<input type="checkbox"/> Live animals	<input type="checkbox"/> Boat Racing
<input type="checkbox"/> Temporary Structures	<input type="checkbox"/> On-Site Cooking
<input type="checkbox"/> DJ	<input type="checkbox"/> Amusement rides

Other _____

*Events involving the sale and consumption of alcohol must have a designated area where the sale and consumption of alcohol will take place. Sponsor must get an additional permit from the State Division of Alcoholic Beverages and Tobacco and requires the presence of a police detail.

Other Information:

Will City Streets be closed? yes no Requires Commission Approval

Please list all affected streets: Alley along market Plaza

Will any alleys, parking lots or other public places be closed? yes no

Please describe: Alley along market Plaza

Will State Roads be closed? (SR 17) yes no Requires FDOT Permit

Please describe State Roads to be closed: _____

Will you need additional trash receptacles from the City? yes no

Will you need clean-up assistance from the City throughout the event? yes no

Note: For unbudgeted events the organization must reimburse the City 100% of costs for use of Public Services and Police Department.

Any other requested assistance from the City? Police Officer

Any additional information: _____

Insurance Requirements:

Liability Insurance is required for all special events involving City property and must name the City of Lake Wales as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of \$1,000,000.00 is required. All proof of insurance must be submitted to the City of Lake Wales a week before the event. Failure to provide acceptable insurance will result in the cancellation of the event.

Agreement to Assume Financial Responsibility for Injury or Damage

The Sponsor (hereinafter referred to as "the permittee"), shall indemnify, defend, and hold harmless the City of Lake Wales (hereinafter referred to as "the City"), and all of its elected or appointed officials, officers, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agent, employees, or subcontractors during the performance of the permitted event, whether direct or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Permittee nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to persons directly caused or resulting SOLELY from the negligence of the City or any of its elected or appointed officials, officers, agents, or employees.

Permittee's obligation to indemnify, defend and pay for the defense or at the City's option, to participate and associate with the City in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the City's notice of claim for indemnification to Permittee. Permittee's inability to evaluate liability or its evaluation of liability shall not excuse Permittee's duty to defend and indemnify within seven days after such notice by the City is provided by Certified Mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the City SOLELY negligent shall excuse performance of this provision by Permittee. Permittee shall pay all costs and fees related to this obligation and its enforcement by the City. City's failure to notify Permittee of a claim shall not release the Permittee of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the City from and against any and all loss, damage, cost, and expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

During the event, the Permittee shall observe all safety regulations of the City, and the Permittee shall take measures to ensure the safety of the public.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the rules and regulations of the City of Lake Wales. Should the City grant approval and a permit be issued, it is further agreed the Permittee will comply with any other requirements provided by Federal, State, and Local Law.

By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

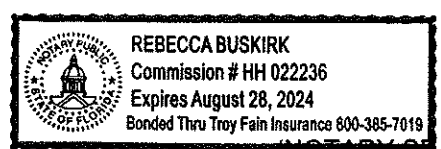
In case of non-compliance with the City's requirements in effect as of the approved date of the permit resulting from this Agreement, said permit is void.

Ryan Buskirk
Signature of Sponsor or Authorized Representative of Sponsor
Ryan Buskirk
Printed Name

9/2/21
Date

State of Florida
County of Polk

The forgoing instrument was acknowledged before me this 2 day of September, 2021 by



Rebecca Buskirk
Signature of Notary Public-State of Florida
Rebecca Buskirk
Name of Notary Typed, Printed, or Stamped

Personally Known (NOTARY SEAL) OR Produced Identification _____
Type of Identification Produced: _____

Oktoberfest

----- Alcohol Area

Park Ave

clock

Beer
Tasting
Tent

Food
Market

Parking lot

Porta
Potty

Alley

Alley

DJ

Market Plaza

Beer
Tent

Stuart Ave