SPECIAL EVENT APPLICATION

City of Lake Wales
201 W. Central Ave.
Lake Wales, FL 33853
863-678-4182 Ext. 270

Applicant Information:

Organization Name: Lake Wales Heritage

Is this organization classified a 501c3 status by the IRS? yes ☒ no ☐

Address: PO Box 323
Lake Wales FL
33859.0323

Phone: 863-455-4925

Event Contact Information:

Name: (First & Last): Robert Connors

Mailing Address: PO Box 323

City, ST, ZIP: Lake Wales FL 33859

Phone#: 863-455-4925 Email: lakewalesheritage@gmail.com

Event Information:

Name of Event: Olmsted Day in The Park

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 i.e. 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: Celebration of Olmsted landscapes and parks

Event Start Date: 4/29 Time: 10:00 Event End Date: 4/29 Time: 6:00

Set up Date: 4/28 Time: 9:00 AM Take Down Date: 5/1 Time: 10:00

☐ 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:

- ☒ Alcohol - (Special Permit Required)*
- ☒ Portolets
- ☒ Sales/Distribution/Display
- ☒ Food Distribution/Sales
- ☒ Use of electric outlets
- ☒ Use of water spigots
- ☒ Live animals
- ☒ Temporary Structures
- ☐ DJ
- ☒ Amplified Sound
- ☒ Stage
- ☐ Inflatable's (bounce houses)
- ☒ Concerts/Live Music
- ☐ Installation of additional outlets
- ☐ Tents (permit required for tents larger than 30x30)
- ☐ Boat Racing
- ☒ On-Site Cooking
- ☐ 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.

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 Permitee 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.

Signature of Sponsor or Authorized Representative of Sponsor _____ Date 1/30/2023

Robert Connors as president LW Heritage
Printed Name

State of Florida
County of Polk

The forgoing instrument was acknowledged before me this 30th day of January, 2023 by Robert Connors.

Notary Public State of Florida
Jennifer Jane Nanek
My Commission
HH 187800
Exp.11/14/2025

Signature of Notary Public-State of Florida

Jennifer Nanek
Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced: _____

Other Information:

Will City Streets be closed? ☐ yes ☒ no Requires Commission Approval

Please list all affected streets: _____

_____

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

Please describe: _____

_____

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 new or 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? Olmsted Day is City's Arbor Day observance necessary for Tree City USA certification.

Any additional information: Clean up consisting solely of removal of trash containers - grounds will be policed for litter.

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.

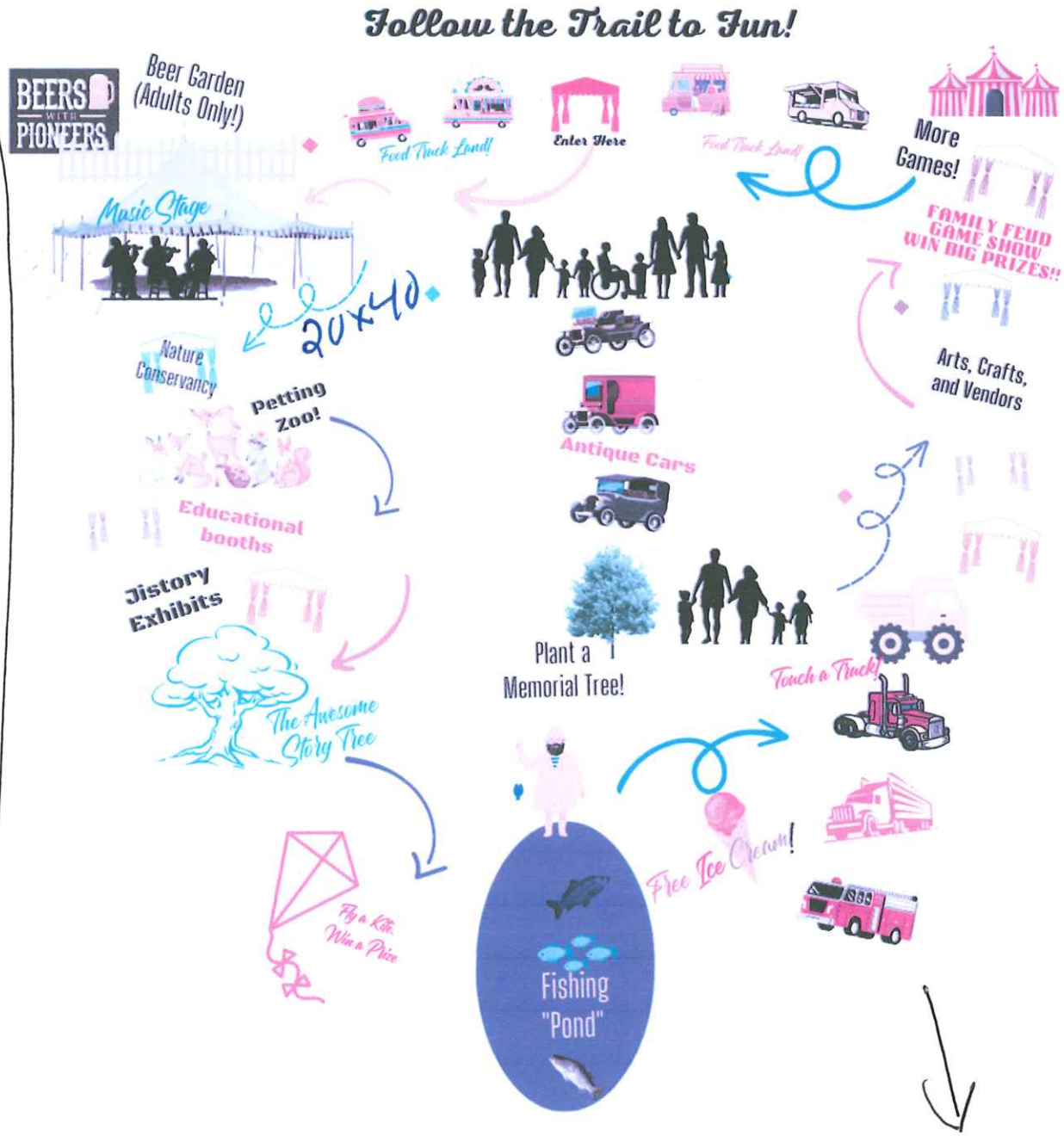
PORTA POTS

"ELIPSE" DRIVEWAY

HANDICAP PARKING

LAKE WALES TRAIL

LAKESHORE BLVD



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