



# TOWN OF LAKE PLACID APPLICATION FOR TOWN FACILITY USE

Town parks, town owned properties, and town maintained properties, are a favorite place for special events, family get-togethers and office outings. Town owned properties are available for rent or reservation provided that such events do not interfere with regular scheduled programs, town sponsored special events, or other town concerns. All facility use requests are on a first-come, first-served basis; are subject to approval by the Town of Lake Placid Town Administrator, and Town Council, where specified in Town Code. **This cover sheet form must be filled out by any party reserving a town facility. Parties filing requests for same agree to all terms on subsequent pages in this package. Note that section E of this agreement affords applicant renters of facilities certain rights. Be specific when describing the facility, you desire. Be clear with your handwriting. If a question arises wherein you must be contacted for clarification town staff will not spend time deciphering handwriting and the reservation will be voided. IF THIS FORM IS FOR A ROAD CLOSURE YOU WILL HAVE TO INCLUDE A DIAGRAM AND SPECIFIC STATEMENT OF HOW THE CLOSED ROADWAY WILL BE USED AND WHAT SAFETY CONTROLS YOU PLAN TO HAVE IN PLACE OR WHETHER YOU INTEND TO RELY ON THE TOWN FOR SAME. IF YOU ARE SIGNING ON BEHALF OF AN ENTITY OR GROUP THE TOWN WILL REQUIRE SOME TYPE OF EVIDENCE THAT YOU HAVE THE AUTHORITY TO REPRESENT THAT GROUP. NOTE: NORMAL TOWN EVENTS SUCH AS CHRISTMAS PARADE, HOMECOMING PARADE and CALADIUM FESTIVAL ARE EXEMPT FROM SUBMITTING A DIAGRAM FOR ROAD CLOSURE.**

**IF THIS REQUEST IS FOR A COUNTY ROAD CLOSURE THE TOWN IS REQUIRED FILE A FORMAL ROAD CLOSURE REQUEST WITH HIGHLANDS COUNTY ENGINEERING WITHIN 25 DAYS OF THE EVENT USING FORM 71 COUNTY ROAD CLOSURE PERMIT AT THE END OF THIS PERMIT. IF THIS REQUEST IS FOR A ROAD CLOSURE PLEASE SUBMIT BOTH THIS FORM AND FORM 71 TO TOWN HALL FOR REVIEW AT THE SAME TIME AT LEAST 30 DAYS IN ADVANCE OF THE EVENT TO EXPEDITE YOUR REQUEST.**

SPECIFIC DESCRIPTION OF FACILITY/PARK/ROADWAYS REQUESTED – REFER TO PAGE 4 – USE DIAGRAM IF NECESSARY

DATE REQUEST SUBMITTED: \_\_\_\_\_ NAME OF PERSON SUBMITTING: \_\_\_\_\_

BUSINESS OR GROUP NAME IF APPLICABLE: \_\_\_\_\_ EVENT NAME: \_\_\_\_\_

ADDRESS FOR APPLICANT: \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_ EMAIL ADDRESS FOR APPLICANT: \_\_\_\_\_

DATE(S) TIMES FACILITY IS REQUESTED (FROM WHEN TO WHEN): \_\_\_\_\_

PAYMENT RECEIVED: (\$50 x each day fee) \_\_\_\_\_ (\$50 refundable deposit) \_\_\_\_\_ (\$200 damage deposit (large venues)) \_\_\_\_\_ Total to be paid upon registration  
\_\_\_\_\_ (\$300 x each day garbage pickup by town requested) \_\_\_\_\_ NOT APPLICABLE (Road Closures etc.) \_\_\_\_\_  
See page five for fee explanations

ADDITIONAL COMMENTS – INCLUDE SECURITY NEEDS IF REQUIRED – INCLUDE ADDITIONAL SHEETS AS NEEDED:  
\_\_\_\_\_  
\_\_\_\_\_

MODIFICATIONS OF THIS AGREEMENT TO BE NOTED:  
\_\_\_\_\_  
\_\_\_\_\_

REPRESENTATIVES SIGNATURE AGREEING TO TERMS STATED HEREIN – THIS AGREEMENT STATES ALL AGREEMENTS IN THE ENTIRETY – BY THE SIGNATURES BELOW APPLICANT AGREES AND REPRESENTS THAT ANY GROUPS NAMED ABOVE SHALL ABIDE BY ALL TOWN ORDINANCES AND TERMS OF THIS AGREEMENT.

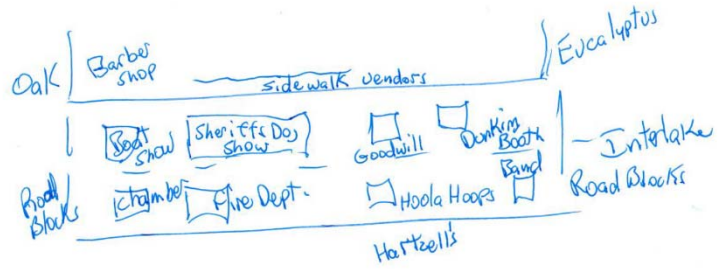
\_\_\_\_\_  
Print Name First then SIGNATURE

\_\_\_\_\_  
Print Name First then SIGNATURE

FOR USE BY TOWN ONLY			
MODIFICATIONS OF AGREEMENT ALLOWED (MODIFICATIONS OF ANY PART OF THIS AGREEMENT ARE ALLOWED ONLY IF STATED HERE)			
APPROVED: _____			
PUBLIC WORKS _____	Date _____	POLICE CHIEF _____	Date _____
TOWN ADMINISTRATOR _____	Date _____	RECREATION SUPERVISOR _____	Date _____

DIAGRAM FORM

IF THIS FORM IS FOR A ROAD CLOSURE YOU WILL HAVE TO INCLUDE A DIAGRAM AND SPECIFIC STATEMENT OF HOW THE CLOSED ROADWAY WILL BE USED AND WHAT SAFETY CONTROLS YOU PLAN TO HAVE IN PLACE OR WHETHER YOU INTEND TO RELY ON THE TOWN FOR SAME. NORMAL TOWN EVENTS SUCH AS CHRISTMAS PARADE, HOMECOMING PARADE and CALADIUM FESTIVAL ARE EXEMPT FROM SUBMITTING A DIAGRAM FOR SREET CLOSURE.



EXAMPLE PROVIDED AT RIGHT (A CRUDE SKETCH SHOWING HOW CLOSED ROAD WILL BE USED IS ALL THAT IS REQUIRED):

**THIS FORM NOT REQUIRED IF THE EVENT DOES NOT INVOLVE CLOSING A ROAD.**

# ROAD CLOSURES ONLY

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

## APPLICATION FOR TEMPORARY CLOSING/SPECIAL USE OF COUNTY ROAD PERMIT

Instructions:

1. This form must be submitted to the Highlands County Engineering Department to obtain written approval. Allow 25 calendar days for the review.
2. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION			DATE	
ADDRESS OF ORGANIZATION			TELEPHONE NUMBER	
			EMAIL ADDRESS	
TITLE/PURPOSE OF EVENT				
DATE OF EVENT	STARTING TIME OF EVENT	DURATION OF EVENT (APPROX.)	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.)	ACTUAL OPENING TIME (INCLUDING TAKING DOWN BARRIERS, ETC.)
PROPOSED ROUTE OF TEMPORARY CLOSURE (INCLUDE COUNTY ROAD NAME OR NUMBER, BEGINNING OF CLOSURE, END OF CLOSURE, ETC. – ATTACH ANY ADDITIONAL INFORMATION INCLUDING MAPS WITH THE LOCATIONS OF TRAFFIC CONTROL DEVICES) <b>COUNTY ROAD NAME OR NUMBER (FROM):</b> _____ <b>COUNTY ROAD NAME OR NUMBER (TO):</b> _____				
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES – ATTACH ANY ADDITIONAL INFORMATION INCLUDING MAPS WITH THE LOCATIONS OF TRAFFIC CONTROL DEVICES)				
NAME OF RESPONSIBLE PARTY FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, HOMEOWNERS ASSOCIATION, ETC.)				
ARE YOU REQUESTING TO USE TRAFFIC CONTROL DEVICES SUPPLIED BY THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS? (IF YES, AN APPROVED REQUEST FORM FOR TRAFFIC CONTROL DEVICES MUST BE ATTACHED TO THIS APPLICATION)				
ADDITIONAL COMMENTS				

**SECTION A: A Facility Use Permit is required when:**

1. To reserve or rent a town park area, gazebo, pavilion, roadway, 5K route, or as designated by the Town Administrator.
2. Availability of any facility may be checked online at Parks and Recreation Calendar on the town's website <http://www.lakeplacidfl.net/parkscalendar.html> .
3. Any activity requiring guaranteed availability of any facility including recreation events, block party events on town roadways, festivals, fairs, road closures, foot racing events, weddings, or other uses of Town maintained property.

**NOTE:**

1. Submission of an application constitutes a request to use a facility for the purpose of an event and does not guarantee event approval unless a permit is issued. Evidence of permit issuance is the placement of a finalized event on the Parks and Recreation Calendar online, by email to applicant, or other formal notification.
2. A minimum of 10 business days are necessary for the department to communicate whether an applicant's permit is granted or denied, and if denied the reason for such denial.
3. Events that will distribute alcohol to the general public require Town Council approval in addition to being permitted. Alcohol distribution or consumption is not permitted in town parks without specific Town Council approval per Section 38 of Town Code. Request for Town Council approval must be submitted 60 days in advance to allow time for a regular council meeting.
4. Rain dates are possible in case your event encounters bad weather.

**SECTION B. Due to the wide variety of patron needs and use of town property, it is necessary to establish the following rules and regulations.**

1. Use of the facility is guaranteed for the period specified in the permit only. Complete time periods including set-up and clean-up must be included in the rental period. A daily rental period is based on midnight to midnight. Rental restrictions are described further on page four.
2. Facilities are to be left in the same conditions as before use. Floors are to be swept and trash cans are to be emptied and trash must be brought to dumpsters when available.
3. Only removable adhesive tabs are allowed for securing your decorations. Staples, nails, tape, pushpins, decals, tacks or paint are prohibited. Metallic decoration sprinkles, glitter, confetti, rice, and birdseed are not allowed. All decorations and other items brought into the shelter are to be removed and disposed of properly. Under no circumstances are signs to be nailed, pinned, or stapled to any tree, park sign, facility, and/or along the roadways. Helium balloons are allowed provided they are securely anchored or strung together and they are removed at the completion of the event and air tanks are properly secured during the event.
4. Department signs, forms, and other materials are not to be removed or altered unless authorized by the department representative in charge.
5. Picnic Tables: Picnic tables are provided in some pavilions or parks. The picnic tables are not to be moved in or out of the pavilions.
6. Vehicles must be parked in designated parking lot areas. Loading or unloading from vehicles must be done from designated parking lot areas only. Violations will result in a parking ticket. Regarding the Devane Park pavilion/gazebo, parking or driving of any vehicle is strictly forbidden on the surrounding brick area of the gazebo. Parking and driving in parks is allowed only by approval of the Town Administrator.
7. The town does not guarantee the availability of power due to overloading, malfunctions or vandalism. Town of Lake Placid Public Works Department will make every effort to ensure electrical outlets are in proper working order; however, a refund will not be granted due to a non-working electrical outlet or lights.
8. Commercial groups are not permitted to use facilities to promote, sell, or distribute their products, business, etc.
9. Amplified music or sound systems are required to abide by the Town of Lake Placid Noise Ordinance at Chapter 101 NOISE CONTROL of the Town's Ordinances.
10. Applicant agrees to be present on site or contactable at all times during the function at the facility to serve as a liaison between the facility staff and event goers at all times during the term of the permit. The applicant is responsible for all actions, behavior and/or damages caused by his/her guests/attendees.
11. Representative: Applicant agrees to be contactable by telephone and email (if available) at all times when not at the event.
12. **Tobacco products are prohibited on all town property. NO SMOKING.**
13. Some town properties are monitored 24/7 by security video. The town will monitor video in those areas as it normally does.
14. Fireworks and/or weapons are prohibited without prior written approval from the town. In the latter case only licensed pyrotechnical personnel are allowed to ignite fireworks.

15. Fires are prohibited except in provided grills for such use unless under the umbrella of an event such as a Town Fair or Caladiums Festival or as noted and approved herein. Fires grills must be completely extinguished before leaving the park. Grills may be restricted in the event of drought conditions.
16. Personal propane and electric grills are permitted during permitted events. Personal charcoal/wood burning grills and fryers are not permitted. Sterno type heating is permitted.
17. Vendors participating in any type of event wherein grill fires of any type are imported into a town park shall have a charged and current fire extinguisher available within 20 feet of the fire at all times.
18. Skates, skateboards, roller skates, incline skates and similar equipment are prohibited unless specifically stated herein.
19. Facility Use Permits are not transferable and non-assignable.
20. Any section or part of any park or facility may be declared closed to the public at any time or limited to certain users or times as public interest demands or safety and security indicates.
21. Applicant structures requiring installation in any town park shall be approved and supervised by Town Staff designated by the Town Administrator. Installation is defined as any alteration of town property, any structure requirements which requires materials be driven into the ground, any structure requirements which requires multiple placements of electrical arrangements, any structure requirements which requires attachment to any town owned structure for support, any structure requirements which requires the existence of rope, cord, wire or similar above ground level.
22. Vendors must provide the Town of Lake Placid a copy of their business license and a valid insurance certificate with General Commercial Liability in the amount of \$1 mill per occurrence, naming the Town of Lake Placid as additional insured unless conducting vendorship under the umbrella of a public event such as the Caladium Festival or Town Fair.
23. The Town of Lake Placid is not responsible for any lost or stolen items or items left unattended or forgotten.
24. Various special events may be approved at a facility in or around shelter areas resulting in increased crowds and traffic. The Town of Lake Placid is not responsible for any impact the increased vehicle and pedestrian traffic might have on your event.
25. Beach access is not guaranteed when renting a shelter. Beach water quality is monitored by the Florida Department of Health and may be deemed off limits to swimming. Refunds will not be given due to the unavailability of beach water access.
26. The Town will not be responsible for providing or supervising any equipment including but not limited to, cooking equipment, storage, sound reproduction or amplification equipment, stages, platforms, special lighting, film projecting apparatus, power extension cords, or any other type of equipment. The Town Administrator may disallow the use of any equipment or practices for safety reasons.
27. Applicants shall immediately report all known accidents occurring on town property during the event to the police department which is on call or on duty 24/7 via 911 or non-emergency at 863-402-7200. Applicants shall report all known damages to town property to the police department. Applicants shall report all defects noticed on town properties to the Town Administrator, or the town police Department if at a time when the Town Administrator is off duty.
28. If inclement weather prevents the use of the shelter you may reschedule your event or request a refund with proper notification. To reschedule your event or request a refund due to a rain-out, the first business day after your rental, call and notify the Town Hall Customer Service representative. Refund checks will be issued to the person/organization paying the rental/damage deposit fee. Issuance of refund checks takes approximately 4- 6 weeks. Refunds will only be given to the original applicant listed on the Facility Use Permit. Once a shelter is occupied, there are no refunds due to rain or bad weather. All rescheduled events are subject to availability.
29. If you need to modify an existing reservation (change the time, date, etc.), it must be done at least seven (7) days prior to the scheduled use. All modifications are subject to availability and to needs for other town resources that need to be scheduled. Modifying event times may be done over the phone by calling or visiting the Town Hall Customer Service representative. Applicants must bring the facility use permit with them to make any changes.
30. Cancellations: A \$15 processing fee will be charged for all cancellations/refunds.

### **SECTION C – Garbage Pickup**

1. The Town can be contracted to remove garbage for your event. Charge is \$300 per day for large events that are scheduled for a full day and as negotiated with smaller events. Price includes removal of small garbage can bagged refuse into a larger dumpster on a regular basis. Removal of larger dumpster(s) is an additional \$50 per day or \$50 per day as a solitary service.

### **SECTION D - Conditions**

1. The applicant, individual and/or organization sponsoring the activities or event(s), agrees to all of the items listed here on. Prior to granting a permit, the applicant must be at least eighteen (18) years of age (twenty-one (21) years of age if alcohol is approved) and provide a government photo ID to verify age. All required fees must be paid in full.

2. **HOLD HARMLESS:** By agreeing to these terms, applicants indemnify, defend and hold harmless the Town of Lake Placid, its employees, officers and agents from any and all liability, demands, claims, damages, expenses (including attorneys' fees) proceedings and causes of action of every kind and nature arising out of or connected with the applicant's (i) use, act, omission, injury, accident, occupation or control of town managed land or recreational facility (and any improvements thereon including any furniture, furnishings, equipment, or fixtures utilized in connection therewith) subject to the Facility Use Permit; and (ii) any breach of the Facility Use Permit. The applicant further agrees that it will, at its own cost and expense, defend any and all actions, suits, or proceedings which may be brought against the Town of Lake Placid, its employees, officers and agents in connections with said property named herein (and any improvements thereon including any furniture, furnishings, equipment, or fixtures utilized in connection therewith) arising from applicant's activities, omissions, accidents, injuries, and damages on said property and will satisfy, pay, and discharge any and all judgments that may be entered against the Town of Lake Placid, its employees, officers and agents in any such proceeding.
3. **MATERIAL MISREPRESENTATION:** Any material misrepresentation, as determined by the Town of Lake Placid (the "town") whether written or oral, by the applicant on an application or during the application process, where the town relied on such misrepresentation in granting a permit, shall be grounds for the immediate denial and termination of the agreement.
4. **REQUIREMENTS:** All persons granted a Facility Use Permit to use property named herein (and any improvements thereon including any furniture, furnishings, equipment, or fixtures utilized in connection therewith) must agree to abide by all applicable permitting and licensing requirements, and established rules, regulations, laws, and ordinances of local, state, and federal governments and agencies.
5. **DAMAGES:** The applicant and group named herein is responsible for all activities and property named herein, and for every participant and their actions, during said use. The applicant is responsible for all costs and expenses associated with or resulting from damages to the property named herein, damages to any surrounding properties pursuant to the event, and damages or injuries to any person or personal properties damaged as a result of the event. Applicant and group named agree to be responsible for restoring all fixtures or properties located on the department or infrastructures located on the property. These costs shall include the personnel hours, materials, and equipment required to clean up and/or complete necessary repairs. The amount of the damages is not limited to the amount of the clean-up deposit. All damages shall be repaired by the Town and may not be repaired by the person, group, or entity reserving the park. The Clerk's reservation form shall specifically refer to this section and shall contain an agreement requiring the person, group, or entity reserving the park to pay all clean-up and damages occurring during set up, the event and clean-up. No Town Park may be reserved without the damage reimbursement agreement herein.
6. Any items, structures, i.e., tents, stakes, outhouses, are not permitted prior to 4:00 pm of the day before the event. Event planners can reserve the area one day prior to the event for such items. All items must be removed by the end of the first business day after the event. A \$25.00 per item late fee will be charged for each partial or complete day items are not removed.
7. Town Staff will complete check lists of items to record the function ability of all park infrastructure on the day before the reservation date. The Public Works Department will complete a checklist on the area once all items have been removed. It is recommended that the event planner attend these inspections.
8. **DECLARED EMERGENCY:** In the case of a declared state of emergency, the town retains the right to immediately resume occupation, management, and maintenance of the facility, to use the facility to meet any emergency needs of the citizens of the Lake Placid for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the town.
9. **INSURANCE:** Individuals, groups, or organizations utilizing property named herein for activities that require insurance must provide insurance from companies authorized to do business in Florida. All liability policies shall name Town of Lake Placid as an additional insured as to the operations of the applicant, shall provide the Severability of Interest Provision, and the waiver of subrogation endorsement in favor of the town. The applicant shall provide proof of a Commercial General Liability insurance policy on the most current Insurance Services Office (ISO) form, (or its equivalent), with an amount of no less than \$1,000,000 per occurrence and a \$2,000,000 general aggregate covering bodily injury and property damage. The insurance coverage and limits required must be evidenced by a properly executed Accord 25 Certificate of Insurance form (or its equivalent). Thirty (30) day written notice must be given to the town regarding any cancellation or reduction in the policy coverage. The applicant's insurance coverage required herein is to be primary to any insurance carried by the town or any self- insurance program thereof. The town reserves the right to adjust insurance requirements based on the scope of service of the permit.
10. The Town reserves the right to modify any part of this agreement in response to a written request to modify same by or as needed to accommodate any event. Such modifications shall be by the authority of the Mayor of Lake Placid or his designee and shall be stated in writing. Modifications granted by the Town of one part of this agreement do not mitigate any other parts of the agreement unless shown in writing.

**SECTION E. Pricing**

FACILITY #	FACILITY, AREA and or DESCRIPTION	PRICING
1.	Stuart Park Pavilion	\$50.00 per daily time period to be specified + \$50 refundable deposit if left clean and undamaged
2.	Stuart Park (all or portion)	\$50.00 per daily time period to be specified - \$200 refundable deposit if left clean with no damages
3.	DeVane Park Pavilion	\$50.00 per daily time period to be specified + \$50 refundable deposit if left clean and undamaged
4.	DeVane Park (all or portion)	\$50.00 per daily time period to be specified - \$200 refundable deposit if left clean with no damages
5.	Streets	\$50.00 per daily time period to be specified + \$50 refundable deposit if left clean and undamaged
6.	Lake June Pavilion (no rentals over 8 hours)	\$50.00 refundable deposit if left clean and undamaged otherwise no charge
7.	Lake June Park (all or portion) (no rentals over 8 hours)	\$50.00 refundable deposit if left clean and undamaged otherwise no charge
8.	OTHER (Such as Town Hall, Roadway closures)	To be determined by Town Administrator Category to be used in special unforeseen situations

NOTE: PER SECTION C Garbage Pickup by Town is an additional fee of \$300 per day

- Rentals of any pavilion (areas #1, #3 or #6) entitles entity to use of the pavilion and the right to exclude others from the pavilion by police assistance during the specific time of the rental.
- Rentals and reservations (where free) of areas other than specific areas #1, #3 or #6, shall not exclude the general public from any town park other than in the pavilion portion if pavilion is reserved accordingly. Facility renters may retain exclusive regulation rights over event associated vendors for the geographic area rented during the specified times and dates of the rental. The general public can be removed to the exclusive preference of the renter in any pavilion during the rental times. The general public can be removed for specific small areas of a park such as a wedding area of a classroom area when such specific area is described on page one. The general public will not be excluded for any park in that park's entirety.
- Rentals or reservations (where free) of areas which include pavilions shall, when specified, include exclusive rights to the pavilion therein along with the right to exclude others from the pavilion by police assistance during the specific time of the rental.
- The Town Administrator shall have the authority to adjust terms of this agreement when needed and shall reduce all such changes to written form to be presented to Town Council during the Council Meeting following the adjustment.
- Reservations of the sport's facilities (baseball, soccer, football, volleyball) must be made with the Town Recreation Supervisor.

**SECTION F. Damage Deposit**

- The applicant, group, or entity reserving the park is responsible for the cost of cleaning the park after use. A park clean up deposit shall be paid to the Town Clerk at the time of reservation in the amount of \$ 200.00.
- The clean-up deposit shall be refunded if and only if the park is cleaned up by the users with-in 24 hours of the end of the function and the park was not damaged. Damages to the park shall be deducted from the deposit.