



FACILITY USAGE PERMIT APPLICATION

Renter Information	Applicant Name (hereinafter "Renter):			Birthdate of Applicant:			
	Organization Name: (if applicable)						
	Phone:			Email:			
	Address:			City:	State:	Zip:	
Rental/Event Information	Facility Requested: (include room location if applicable)				Date(s) Requested:		
	Hours of Rental: Begin: _____ End: _____		Set-up Time to Begin: _____		Clean Up Time to End: _____		
	Type of event to be held (i.e. family reunion, birthday party, wedding etc.):				Anticipated Attendance: <i>(Required)</i>		
	Layout Option Selection (Comm. Ctr. Only) _____	Ongoing Rental? <input type="checkbox"/> YES <input type="checkbox"/> NO		Participation Fee Charged? <input type="checkbox"/> YES <input type="checkbox"/> NO		Vendors? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, number attending: _____	
	<p>For a complete listing of the rules and regulations for use of a facility owned and/or managed by the City of Palm Coast Parks and Recreation Department, see the attached <u>Facility Rental Usage Policies</u>.</p> <p>Should any of the services below be self provided, please write the word "SELF" on the blank line.</p> <p><i>Please check all that apply & provide the name of the company and the contact information for the company providing these services on the corresponding blank line:</i></p>						
<input type="checkbox"/> Inflatable Device(s) _____ (Allowed in designated facilities only)							
<input type="checkbox"/> Alcohol (Allowed in designated facilities only) _____							
<input type="checkbox"/> Music (Live/Recorded) _____							
<input type="checkbox"/> Catered Event _____							
<input type="checkbox"/> Other _____							

Indemnification:

For and in consideration of the City of Palm Coast's consent to allow the Renter to use a city owned facility located within Flagler County Florida, the Renter agrees as follows:

The Renter jointly and severally, hereby hold harmless, indemnify and defend the City of Palm Coast, its representatives, officers, agents, affiliates, employees, the administration and elected and appointed officials from and against all liability, suits, actions, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs, expenses or demands resulting from death, personal injury and property damage) or expenses of every kind and character, including reasonable attorney's fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of the Renter or any of the contractors, subcontractors, participants and/or guests associated with the facility rental outlined in this application. This indemnification provision shall survive the termination of the Facility Usage Permit and shall be in full force and effect beyond the term or termination of the Facility Usage Permit however terminated. This indemnification provision includes claims made by the entitlement, if any, to immunity under section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity of section §768.28, Florida Statutes.

The undersigned hereby acknowledge that a copy of the *Facility Usage Policies* containing the rules and regulations for use of facilities owned and/or managed by the City of Palm Coast Parks and Recreation Department has been received and read, and understands and agrees to abide by these rules & regulations governing the usage of the Facility being rented.

The undersigned person executing this Application on behalf of the Renter represents and warrants that he/she has full authority to sign this Application on behalf of the Renter and that he/she has the authority to fully bind the Renter to the terms and conditions set forth in this Application.

Print Name of Authorized Signatory

Date

Sign Name of Authorized Signatory

Title

Address

City

State

Zip Code

<p>Facility Rental Insurance</p>	<p>Insurance is required and being submitted for:</p> <ul style="list-style-type: none"> <input type="checkbox"/> An ongoing rental permit <input type="checkbox"/> Service(s) being provided by a third party/vendor (e.g. caterer, bounce house, DJ, performer) <input type="checkbox"/> Liquor is being served/sold at the City facility being rented <p>Without limiting PERMIT APPLICANT'S indemnification of the CITY, and during the term of this Agreement, PERMIT RENTER shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the CITY.</p> <p>Certificates or other evidence of coverage shall be delivered via email, fax or US mail to:</p> <p style="text-align: right;">City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164</p> <p>Certificate Holder must read:</p> <p>Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Permit, and shall contain the express condition that the CITY is to be given written notice of at least thirty (30) days in advance of any cancellation, non-renewal or material change of any insurance policy.</p>									
<p>Insurance Requirements</p>	<p>Renters are required to evidence the following Insurance to the City:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Insurance Coverage Type</u></th> <th style="text-align: left;"><u>Limit of Liability Required</u></th> </tr> </thead> <tbody> <tr> <td>Commercial General Liability</td> <td>Each Occurrence \$1,000,000 Aggregate \$2,000,000</td> </tr> <tr> <td>Liquor Liability (required if liquor is served)</td> <td>Each Occurrence \$1,000,000 Aggregate \$2,000,000</td> </tr> </tbody> </table> <ul style="list-style-type: none"> • All insurance policies evidenced to the City shall name the City of Palm Coast as an Additional Insured • Certificate Holder must read: <table border="0" style="margin-left: 20px;"> <tr> <td>City of Palm Coast</td> </tr> <tr> <td>160 Lake Avenue</td> </tr> <tr> <td>Palm Coast, FL 32164</td> </tr> </table> 	<u>Insurance Coverage Type</u>	<u>Limit of Liability Required</u>	Commercial General Liability	Each Occurrence \$1,000,000 Aggregate \$2,000,000	Liquor Liability (required if liquor is served)	Each Occurrence \$1,000,000 Aggregate \$2,000,000	City of Palm Coast	160 Lake Avenue	Palm Coast, FL 32164
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City of Palm Coast										
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Palm Coast, FL 32164										
<p>If Renter Does Not Have Insurance</p>	<p>Alternatively, Renters (and Individuals, if applicable) may obtain liability insurance through a TULIP (Tenant User Liability Insurance Program) established by the City. Go to:</p> <ol style="list-style-type: none"> 1. https://tulip.onebeaconentertainment.com/e/tulip/apply.aspx 2. Enter facility code 0501-BW1 3. Describe event or activity from drop-down menu options <p>The City of Palm Coast reserves the right to require additional types of insurance coverage or higher limits of liability for any event. This determination will be made by the Central Services Division.</p>									