

BAL HARBOUR

- V I L L A G E -

This application is for the purpose of obtaining authorization for your business to operate in conjunction with a permitted party/event at BAL Harbour Village Park to provide services during the permit holder's permitted hours of use only. Allow five (10) business days for processing from date of receipt.

VENDOR OWNER INFORMATION	
Company Name	
Doing Business As (DBA)	
Company Address	
City, State, Zip	
Contact Name	
Business Phone	
Cell Phone	
Fax	
Email	
Business Website	
Type of Service to Rendered (Check all that apply to your company, not to subcontractors)	Bounce House / Party Audio & Video, DJ /Performer / Entertainer Florist / Decorations Photographer Event Planner Games Tents / Tables, chairs / Linens <u>Special Permit Required</u> Caterer / Food Truck
SECTION 1 "AS WAS" CONDITION	
<u>Vendor Initials</u>	<u>Requirements</u>
	Vendor agrees to return the event site to the Division in a "as was" condition. Vendor shall be responsible for repair or cost of repairs for damages to the event site caused by the Vendor and/or its subcontractors before and during the party/event, and until fully vacated (including, but not limited to, turf and vegetation, facilities, irrigation, electrical and water.
SECTION 2: EVENT NOTIFICATION AND PARK ACCESS	
<u>Vendor Initials</u>	<u>Requirements</u>
	Vendor must notify the respective park at least forty-eight (48) hours in advance of a party/event in person, or by phone, fax or email, regarding which amusement apparatus, amusement rides and/or services they will be providing. The Park, in turn, will acknowledge approval by providing Vendor access (es) for the event date only. The park has the authority to refuse access to Vendors without a prior approval for park access.

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SECTION 3: PROHIBITED ITEMS, ACTIVITIES			
	<u>Date</u>	<u>Vendor Initials</u>	<u>The following are NOT permitted within Bal Harbour Village Parks and Recreation Division.</u>
3.A			<p>Firearms, toy guns, concealed weapons, or ignite fireworks inside the park</p> <p>Alcoholic beverages</p> <p>Smoking</p> <p>Gambling</p> <p>Glass containers</p> <p>Barbeques or hibachis or any open flame producing cooking devices</p> <p>Pets except service animals</p> <p>Erection of tents/ shade shelters</p> <p>Rock climbing walls</p> <p>Oversize bounce houses, water slides up to 30 feet in height (except during Village produced Special Events) or as authorized by the Parks and Public Spaces Director.</p> <p>Booths, tables or stands for the sale or distribution of any article whatever, or attempt to sell any articles, on or about such facilities and grounds at any time</p> <p>Loudspeakers, boom boxes, amplifiers, bullhorns, radio or other means of sound amplification</p> <p>Active ball games in the park or playground area except in areas set aside for such activities</p> <p>Wading pools or water balloons</p> <p>Kiddie Rides - limit 3 per event, defined as an amusement ride designed primarily for use by patrons up to 12 years of age (Reference: Section 616.242, Florida Statutes, as may be amended from time to time).</p> <p><u>NO WATER APPARATUS OF ANY KIND PERMITTED. NO MECHANICAL RIDES OF ANY KIND PERMITTED. NO CONTACT SPORTS OR CONTACT APPARATUS PERMITTED.</u></p> <p>Other apparatus may be prohibited at the discretion of the Division.</p>
3.B			Amusement apparatus and/or rides authorized by the Parks & Public Spaces Director are limited to single-day events only, including setup and breakdown.
3.C			The Division reserves the right to prohibit or limit the number of amusement apparatus and/or amusement rides based on any of the following reasons, including but not limited to, location, space at pavilions, special events areas, and park, and may also limit the number of times per year events can be held at a particular park. The Division may designate the area(s) or location(s) where amusement apparatus and amusement rides are permitted.
3.D			Vendor is responsible for following manufacturers' guidelines with regard to weather, setup, operation, and safety.
3.E			Vendor shall <i>provide an attendant, 18 or older</i> , at <i>each</i> amusement apparatus and/or amusement ride. Attendant must have valid photo identification, wear a company shirt, and be present and actively monitor the apparatus at all times. Apparatus must be shut down when attendant is on break or is not present for any reason. Under no circumstances may children be left unattended in an apparatus.

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SECTION 4: SOUND LEVELS

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
4.			All noise, music, and sounds must be kept to an acceptable level that does not jeopardize the public's health, welfare or safety, or degrade the quality of life of park users and the community. An acceptable level of noise, music, and sound will be determined by the Division Director or designee.

SECTION 5: SUBCONTRACTING AND SOLICITING

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
5			Subcontracting permitted only to current Vendor's Application.

SECTION 6: FDLE SEXUAL OFFENDER/PREDATOR CHECK

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
6			Vendor must ensure that its employees, volunteers, and independent contractors are not listed on the FDLE Sexual Offender/Predator database, located at www.fdle.state.fl.us , or on the United States Department of Justice, National Sex Offender Public Website located at www.nsopw.gov .

SECTION 7: INSURANCE/LICENSING/LOCAL BUSINESS TAX RECEIPTS

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
7.A			Vendor is responsible for ensuring it has met all federal, state and local requirements for operation of its business in the State of Florida and Dade County. Vendors operating on Village park property are subject to review of pertinent licensing, certifications, and inspection reports. A Vendor found not to be in compliance with federal, state, and local business requirements will have its Registered Vendor status suspended until such time as it can demonstrate compliance.
7.B			<p>INSURANCE: Vendors must supply to the Division a copy of the Vendors current Certificate of Insurance. Vendors will not be permitted to operate on Village property with expired, suspended, or cancelled Certificates of Insurance. The Vendor's Certificate of Insurance must include the following:</p> <ul style="list-style-type: none"> - All Vendors: Minimum comprehensive general liability coverage of \$500,000 - Food vendors: Coverage must include product liability - \$300,000 minimum general liability coverage is acceptable for deejays, clowns, magicians, florists, photographers, and characters - Bounce Houses, wall or rock climbing, and amusement apparatus: \$500,000 minimum general liability insurance. In addition, these services require an attendant, 18 or older, with valid ID and company shirt, who must be present and actively monitor the apparatus at all times. Certificate must be signed by an authorized agent of the insurance company - When applicable, endorsements from the insurance company's authorized representative identifying the types of amusement equipment, apparatus, or attractions insured under the policy <p>Certificate Holder shall read: Bal Harbour Village 655 96 Street, Bal Harbour FL 33154 Bal Harbour Villiage must be included as Additional Insured Additional coverage may be required dependent on the services and products being</p>

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			<p>offered. <i>Pursuant to Florida Statute 440.055, any employer with four or more employees must have Workers' Compensation Insurance. Please provide a copy of the Vendor's workers' compensation insurance if Vendor has four or more employees.</i></p>
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SECTION 8: VENDOR ACKNOWLEDGEMENTS

8	<u>Date</u>	<u>Vendor Initials</u>	<p>Vendor acknowledges and grants to Bal Harbour Village ("Village") full permission to use photographs, videotapes, recordings, and any other record of the activity for any legitimate purpose whatsoever.</p> <p>Vendor acknowledges that any violation of the Bal Harbour Village Parks & Public Space Rules and Regulations provisions may result in the revocation of authorization provided by Parks & Public Spaces Director to this Vendor to conduct business within the Village's parks.</p>
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SECTION 9: RELEASE, INDEMNITY, AND WAIVER OF LIABILITY (VENDOR TO SIGN)

9.	<p>I, on behalf of the Vendor, do hereby knowingly, freely, and voluntarily assume all liability for any damage or injury that may occur as a result of the Vendor's participation in event(s) to be held at a Broward County park(s), and agree to release, waive, discharge, and covenant not to sue Bal Harbour Village, its current and former officers, agents, employees, and volunteers (collectively, the "Releasees") from any liability or claims for damage or injury that may be sustained by the Vendor, its officers, employees, or agents, or any third party directly or indirectly in conjunction with, or arising out of, the Vendor's participation in the event(s).</p>	
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DATE	(PRINT NAME)	(SIGNATURE)
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SECTION 10: SIGNATURE OF APPROVAL (BAL HARBOUR VILLAGE USE ONLY)

Director or Designee	(PRINT NAME)	(SIGNATURE)
DATE		