



St. Johns County Board of County Commissioners

Parks & Recreation Department

VOLLEYBALL COURT RESERVATIONS PIER PAVILION

1. Contact Information:

Name(s): _____

Address: _____

City, State, Zip Code: _____

Phone: _____ Email: _____

2. Description of Event:

Date of Event: _____ Event Hours: _____

Private or Public Event: _____ Number of Courts (1-5) _____

3. Are you a Not-for Profit Organization? Yes No

**A copy of your DR-14 form must be turned in with the application to be exempt from Florida Sales Tax.*

4. Anticipated number of participants _____ spectators _____

5. Applicant agrees to the following:

A. To abide by all park rules, regulations, Park Ordinance (2005-114) and Fee Resolution (2006-318). Copies of State Florida Statute (562.11.1.A) regarding alcoholic beverages and the Noise Ordinances are attached for your information.

B. Remove all liter, trash, signs, temporary structures, ect. from the property at conclusion of the event.

C. Do not use private property or public rights-of-way for parking. All parking will be in designated areas for the requested location only.

D. If preparing food on site, do so in a safe manner. If using a charcoal grill, do not leave the coals and ashes on the property; remove them at the end of the event.

6. Please provide any further information that we should be aware of in considering approval of this application:

7. PERMITS AND LICENSES : To the extent that the APPLICANT needs to secure, obtain/acquire, and maintain permits and/or licenses, in order to use the premises and facilities described herein and to conduct, manage or operate the Event and activities described herein, then the APPLICANT shall be responsible for securing, obtaining/acquiring, and maintaining, at the APPLICANT's sole expense, any, and all, permits, licenses, and/or approvals required by Federal, State, and/or local law, rule, regulation, or ordinance. Specifically, the APPLICANT shall be required to secure, obtain/acquire, and maintain for the duration of the Event, any, and all, permits, licenses, and approvals that are required for, or associated with, APPLICANT's use of the premises and facilities described herein.

8. INSURANCE (For sports and public events): This application will not be approved until the County has received a valid **Certificate of General Liability** Insurance which specifically includes St Johns County, Board of County Commissioners, 500 San Sebastian View, St. Augustine, FL 32084 as additional insured by policy endorsement. Additionally, if required by Florida Statute, proof of Workers' Compensation Insurance will need to be included with this application. If your business is using any vehicle for or during the event, proof of **Auto Insurance** will need to be included with this application. The amounts for general liability, auto insurance, and workman's compensation insurance are specified below.

A. The APPLICANT hereby states and affirms that insurance coverage required is in place at the time of this Agreement, and will remain so for the term of this rental agreement and that the APPLICANT will not occupy the premises under this Agreement until it has obtained all insurance required under such laws. The APPLICANT agrees to submit documentation of all insurance coverage to the COUNTY or its representatives upon request. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Compliance with the foregoing requirements shall not relieve the APPLICANT of its liability and obligations under this rental agreement.

B. The APPLICANT shall maintain during the term of this rental agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) combined single limit to protect the APPLICANT and the COUNTY from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this agreement, whether such operations are by the APPLICANT or by anyone directly employed by or contracting with the APPLICANT or PARTICIPANT.

C. The APPLICANT shall maintain, during the life of this rental agreement, comprehensive automobile liability insurance in the amount of one hundred thousand dollars (\$100,000.00) per person, three hundred thousand dollars (\$300,000.00) per occurrence combined single limits to protect the APPLICANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned, or non-owned automobiles, including rented automobiles whether such operations are by the APPLICANT or by anyone directly or indirectly employed by the APPLICANT.

D. The APPLICANT shall maintain, during the life of this rental agreement, adequate Workers' Compensation Insurance and Employers Liability Insurance in at least such amounts as are required by law. If the APPLICANT is not required to maintain Workman's Compensation Insurance and Employers Liability Insurance under Florida Law, verification noting this exclusion shall be provided to the COUNTY by the APPLICANT insurance carrier.

E. All insurance, other than Workers' Compensation, to be maintained by the APPLICANT shall specifically include St Johns County as an Additional insured, by policy endorsement, and a Certificate of Insurance naming St. Johns County Board of County Commissioners, 500 San Sebastian View, St. Augustine, FL 32084, as Additional Insured must be provided to the COUNTY by the APPLICANT insurance carrier. The description should include the dates and the title of the event and name of specific facility(ies) being rented by the APPLICANT.

F. The insurance requirement is deemed contractual, and the COUNTY shall not be deemed responsible to any third party for any failure of insurance coverage.

9. ORDINANCES: Please read the following carefully. If you have any questions regarding ordinances or state laws pertaining to your event, please call the St. Augustine Beach Police Department at (904)471-3600, St. Augustine Police Department at (904) 825-1070, or St. Johns County Sheriff's Department at (904) 824-8304 during business hours.

A. ST. AUGUSTINE BEACH NOISE ORDINANCE SECTION 9.02.12.A (1) AMPLIFIED SOUND PRODUCED BY ELECTRONIC AUDIO EQUIPMENT, MUSICAL INSTRUMENTS, AND SIMILAR DEVICES- No person shall operate, play, or permit the operation or playing of any radio, stereo, tape player, television, electronic audio equipment, musical instrument, or other sound amplifier in such a manner as to: (a) be plainly audible at a distance of two hundred (200) feet or more from the real property boundary of the source of the sound.

B. ST. JOHNS COUNTY NOISE ORDINANCE SECTION 2005-114.28- No person shall make such loud, excessive, unnecessary noise so as to create a nuisance in any County park. Noise shall be considered a nuisance where it produces actual physical discomfort and annoyance to persons of ordinary sensibilities. No audio device, such as loudspeakers, television, radio, compact disc, tape, record player, or musical instrument, except equipment used by law enforcement, rescue or safety personnel, shall be used in a manner: that exceeds a noise level of 60 dBA measured on the A-weighted scale at 25 feet, or below that level, nevertheless; that exceeds noise which is unreasonable, considering the nature and purpose of the user's conduct, location in the park, time of day or night, impact on other park users and other factors that would govern the conduct of a reasonably prudent person under the circumstances.

C. CITY OF ST. AUGUSTINE NOISE ORDINANCE SECTION 11-89- Operating, playing or permitting any devices which produce or reproduces sound between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to create excessive and unnecessary noise across a residential real property line or within a noise-sensitive area is prohibited. **FLORIDA STATUTE 562.11(1)(a)SELLING, GIVING, OR SERVING ALCOHOLIC BEVERAGES TO PERSONS UNDER AGE 21** It is unlawful for any person to sell, give, or permit to be served alcoholic beverages to persons under 21 years of age or to permit persons under 21 hears of age to consume said beverages. Anyone convicted of violation of this statute shall be guilty of a misdemeanor in the second degree punishable by 60 days in jail and/or a \$500 fine.

10. AMERICA WITH DISABILITIES ACT (ADA): Applicants are hereby advised that, in accordance with applicable provisions of the Americans with Disabilities Act (ADA), all Special Events conducted on St. Johns County property and open to the public shall be accessible to people with disabilities. County staff shall ensure that each Special Event venue provides for an adequate number of accessible parking spaces in appropriate locations, accessible routes throughout the site, and other accessible features for food service, restroom facilities (including accessible portable toilets), assembly area seating, etc., where such elements or facilities are provided for the public. No ADA accessible element or facility shall be obstructed, removed, relocated, or otherwise altered without prior written approval by the County. Applicants must coordinate with County staff as necessary to ensure compliance with the provisions contained in this paragraph, failure to do so may result in revocation of this Special Event Permit.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the extent permitted by law, the APPLICANT shall indemnify, defend, and hold harmless the COUNTY, its officials, agents, servants and employees from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of (directly and/or indirectly), the APPLICANT's use of the premises and facilities described herein. Moreover, the APPLICANT shall indemnify, defend, and hold the COUNTY, its officials, agents, servants and employees harmless from all claims, losses, costs, suits, and administrative actions, arbitration, or mediation, from, or incident to, connected with, associated with, or growing out of the APPLICANT's direct and/or indirect negligent or intentional acts or omissions associated with the above-noted actions and activities.

This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by the APPLICANT, as set forth herein or otherwise.

**RENTAL FEE MUST BE PAID THREE WEEKS PRIOR TO EVENT DATE.
PLEASE NOTE THE FEE IS NON-REFUNDABLE
Check or money order can be made out to St Johns County**

Print Name of Authorized Applicant

Signature of Authorized Applicant

Date Signed

Witness

-----**Recreation Use Only**-----

Fee Amount: _____ **CK #** _____ **M.O. #** _____ **Cash** _____

Resident _____ Non-Resident _____ Date Paid _____

Other Application Requirements attached if applicable:

General Liability _____

Liquor Liability _____

Possession/Consumption of Alcohol Application _____

One Day Temp Alcohol License _____

Application is: APPROVED _____ DENIED _____

Manager's Signature or Authorized Designee

Date

***Persons who wish to appeal the decision to approve or deny a permit shall make that request to the County Commission through the County Administrator*

ST. JOHNS COUNTY BEACHSIDE PAVILION RULES AND REGULATIONS

Please be considerate of the environment, the animals that live there, and other pavilion users. Please observe the following park rules:



Operation of motorized vehicles limited to designated areas. Please park in designated areas only. Overnight parking is prohibited.



Possession of alcoholic beverages is prohibited without proper permitting and insurance.



Park hours are dawn to dusk unless otherwise posted.



All dogs to be controlled by leash except in designated areas. Please clean up after your pet.



Open fires prohibited; heated objects shall be disposed of properly. Please contain fires in grills or in places provided.



Fireworks prohibited.



Overnight camping prohibited.



No horse back riding allowed on park property.



Reduce litter and marine debris by disposing of your trash properly.



Golfing, Archery, Rockets, Aircraft, and Paintball are prohibited.



No tampering with park property including but not limited to removing signs, graffiti, and removal of soil or shrubbery.



Picnic tables and shelters are available on a first come first serve basis, except when reserved through a permit.

By signing below, the permit holder acknowledges they are responsible for all event guests to follow the rules and regulations before, during, and after the event.

Print Name: _____

Sign Name: _____

Date: _____

St Johns County Recreation & Parks Where Everybody Plays!

Failure to comply with Park Ordinance 2005-114 may be punishable by fine of \$500 per violation per day or imprisonment or both.

**APPLICATION PERMIT FOR POSSESSION AND CONSUMPTION
OF ALCOHOLIC BEVERAGE ON PUBLIC PROPERTY
IN ACCORDANCE WITH ORDINANCE 99-50**

1. Name, address, telephone number of person and/or organization applying for permit:

2. Description of event, where it will be held, dates and hours:

3. Estimated amount of physical area (space) needed for the event and the number of persons expected to attend the event:

4. Insurance requirements are as follows:

Alcohol is only permitted in or on County premises with the written permission of the County Administrator on a completed Application for Permit for Possession and Consumption of Alcoholic Beverage on Public Property in Accordance with Ordinance 99-50 (this application) AND with proof of liquor liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence which specifically includes St Johns County as Additional insured by policy endorsement.

This application will not be approved until the County has received a valid Certificate of Insurance for liquor liability in the amount of \$1,000,000 (one million dollars) per occurrence which specifically includes St Johns County, Board of County Commissioners, 500 San Sebastian View, St. Augustine, FL 32084 as additional insured by policy endorsement.

*****Recreation Use Only*****

Application is: Approved: _____ Denied: _____

Approved with conditions:

County Administrator / Designee

Date

Copies: Affected Departments, Law Enforcement