

**TAB 3**

**SPECIAL FUNCTION PERMIT  
CHECKLIST**

**EVENT:** Halloween Social  
Palmetto Historical Park and City of Palmetto

**REASONS FOR SPECIAL FUNCTION PERMIT:**

Halloween Social will span the Historical Park and Sutton Park.

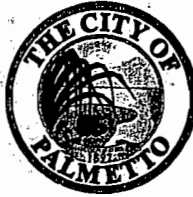
**CITY SERVICES:** City personnel and equipment

**USE OF CITY PROPERTY:** Historical Park for children's Halloween activities from 5 – 9 pm plus activities in Sutton Park, followed by the showing of Casper

**CITY EXPENSES:** \$390.04 (for City sponsored activities in Sutton Park)  
No expenses associated with Historical Park event.

**WAIVER OF CITY FEES:** \$390.04

**INSURANCE REQUIRED:** Yes. Historical Commission's policy attached.  
Vendors will be required to provide certificate of coverage prior to the event.



**SPECIAL FUNCTION PERMIT APPLICATION**

EVENT NAME: HALLOWEEN SOCIAL  
APPLICANT: HISTORICAL PARK / City of Palmetto  
ADDRESS: 600 17TH ST. W. PALMETTO  
CONTACT: Geoff Selzer, Parks Director

EVENT DATE: 10/23/2009  
EVENT TIME: 5:00 - 10:00 P.M  
PHONE: 941-721-2138  
PHONE: 941-737-0286

DETAILS OF FUNCTION: LOCATION, PARADE ROUTE, ETC.: PALMETTO HISTORICAL PARK AND SUTTON PARK, CHILDREN'S ACTIVITIES & MOVIE - FOOD VENDOR  
SEE ATTACHMENTS

**CITY SERVICES REQUIRED:**

POLICE: Streets Blocked:  Traffic Control: \_\_\_\_\_ Security: \_\_\_\_\_ Other: \_\_\_\_\_  
PUBLIC WORKS: Barricades:  Clean-up: \_\_\_\_\_ Set-up: \_\_\_\_\_ Other: \_\_\_\_\_

*If a temporary restroom is utilized for a period greater than five (5) days, a Temporary Use Permit is required. Application is available at City Hall.*

**TEMPORARY RESTROOM FACILITIES:** # of units: \_\_\_\_\_ # of days: \_\_\_\_\_  
Proposed location(s): \_\_\_\_\_

**INSURANCE REQUIREMENT:** Organized events open to the public require insurance naming the City of Palmetto as an "Additional Insured" and the insurance policy must be provided to the City Clerk ten (10) days prior to the event. If you have entered into a rental agreement for a City facility for a private event, no insurance is required. **Please review Exhibit A for insurance coverage requirements.**

The Special Function Permit Application must be submitted to City Commission for approval at least 30 days prior to the event. Sale or consumption of alcoholic beverages on City property is strictly prohibited. If your event will include the use of loudspeakers, you may be required to apply for a Special Permit Exception to the City's Noise Ordinance (See Chapter 5-Amusements, of the City of Palmetto Code of Ordinances).

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**PLEASE CONTINUE TO PAGE 2.**

Special Function Permit Application  
Page 2

EVENT: Halloween Social

Event Date: 10/23/09

INDEMNITY

City of Palmetto Parks (Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

[Signature]  
Permittee

CITY APPROVAL:

Public Works Director Allen R. Irving  
Planning & Zoning N/A  
Risk Management [Signature]  
Parks Department Geoff Seeger  
Police Department [Signature]  
North River Fire [Signature]

Date 2-27-09  
Date \_\_\_\_\_  
Date 2/25/09  
Date 2/25/09  
Date 2/26/09  
Date \_\_\_\_\_  
Date \_\_\_\_\_

APPROVED BY COMMISSION: \_\_\_\_\_

Internal use only  
Date Received: \_\_\_\_\_

Special Function Permit Application  
Page 2

EVENT: Halloween Social

Event Date: 10/23/09

INDEMNITY

City of Palmetto, Parks (Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

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[Signature]  
Permittee

CITY APPROVAL:

Public Works Director Allen R. Jessing

Date 2-27-09

Planning & Zoning N/A

Date \_\_\_\_\_

Risk Management [Signature]

Date 2/25/09

Parks Department Geoff Seeger

Date 2/25/09

Police Department \_\_\_\_\_

Date \_\_\_\_\_

North River Fire [Signature]

Date 3/23/09

APPROVED BY COMMISSION: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_



**Special Function Permit Application**  
Page 2

EVENT: Halloween Social

Event Date: 10-23-09

**INDEMNITY**

Palmetto Historical Commission (Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

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Ci Paulsen Res PHC  
Permittee

**CITY APPROVAL:**

Public Works Director	<u>Alfred Irving</u>	Date	<u>3-25-09</u>
Planning & Zoning	<u>MA</u>	Date	
Risk Management	<u>[Signature]</u>	Date	<u>2/14/09</u>
Parks Department	<u>[Signature]</u>	Date	<u>2/12/09</u>
Police Department	<u>[Signature]</u>	Date	<u>3/29/09</u>
North River Fire		Date	
APPROVED BY COMMISSION:		Date	

Internal use only  
Date Received:

**Special Function Permit Application**

Page 2

EVENT: Halloween Social

Event Date: 10-23-09

**INDEMNITY**

Palmetto Historical Commission

(Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

Ci Parker Res PHC  
Permittee

**CITY APPROVAL:**

Public Works Director [Signature]  
Planning & Zoning [Signature]  
Risk Management [Signature]  
Parks Department [Signature]  
Police Department [Signature]  
North River Fire [Signature]

Date 3-25-09  
Date \_\_\_\_\_  
Date 2/14/09  
Date 2/12/09  
Date \_\_\_\_\_  
Date 3/25/09  
Date \_\_\_\_\_

APPROVED BY COMMISSION: \_\_\_\_\_

\_\_\_\_\_



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**MEMORANDUM**

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**TO:** CITY OF PALMETTO COMMISSION  
**FROM:** RON KOPER, RISK MANAGER/SAFETY DIRECTOR  
**SUBJECT:** PALMETTO HISTORICAL COMMISSION - HALLOWEEN SOCIAL 10/23/2009  
**DATE:** 2/17/2009

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Insurance **IS** required for this event.

**\*\*NOTE:** Any vendors participating in this event will be required to provide a Certificate of Coverage\*\*

RK

**ACORD** TM **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
02/17/2009

PRODUCER Phone: 941-722-3238 Fax: 941-723-1785  
MOORE & MOORE INSURANCE AGENCY  
601 8TH AVE. WEST  
PALMETTO FL 34221-5115

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

Agency Lic#: A183018

INSURED  
PALMETTO HISTORICAL COMMISSION, INC.  
P. O. BOX 1192  
PALMETTO FL 34220

INSURER A: General Ins Co of America

24732

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	01-OL-330563-2	02/06/09	02/06/10	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS-COMP/OP AGG.	\$ 1,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
		GARAGE LIABILITY				AUTO ONLY: AGG	\$
		<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	\$
		EXCESS / UMBRELLA LIABILITY				AGGREGATE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION - \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$
		OTHER:				E.L. DISEASE-POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**CANCELLATION**

CITY OF PALMETTO  
P O BOX 1209  
PALMETTO FL 34221

941-721-2139

Attention: Peggy Martin

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*James C. Moore, Jr.*  
James C. Moore, Jr. Ext. 228

To: City Commission  
Thru: Allen Tusing, Public Works Director  
From: Geoffrey Seger, Parks Director  
Date: February 23, 2009  
Subject: Palmetto Historical Park and the City of Palmetto  
Halloween Social - October 23, 2009

The Palmetto Historical Park will hold their annual Halloween Social with activities to include a Costume contest, Trick or treating, crafts, Alex's Lemonade, food vendors and other Halloween activities for the children from 5:00 p.m. – 9:00 p.m. within the Park.

The City of Palmetto will sponsor the Hay Maze, the three legged race, pass the Pumpkin race and the sack race. At the end of the nights activities the Parks Department will show the movie "Casper" in Sutton Park.

I contacted Swank Motion Pictures and we will still be within the time frame to show "Casper" free of charge, all we have to pay for is the shipping.

We have 30 bales of hay left over from the Tomato Festival that can be used for the hay maze. We need 40 bales of hay to complete the maze as designed so we will need to purchase 10 more bales to complete it.

**City of Palmetto Sponsored Races:** Parks staff will layout a 50 foot course in front of the movie screen and will supervise all three races. Prizes will be awarded to the winners only.

Parks staff will have a registration tent set up by the movie screen for participants to sign up, first come, first served. Fliers will be set up around the parks to notify everyone about the races and where to go to register.

Three legged race – 6 teams of two  
Pass the Pumpkin – 6 teams of two  
Sack race – 12 contestants total

Prizes are as follows.

\$10.00 Gift card to Wal-Mart for each team member of the three legged race and the Pumpkin pass race.

\$10.00 Gift card to Wal-Mart for the winner of the sack race.

I will also contact Waste Management and make sure their on board for this event with their normal popcorn and sodas during the movie.

Staff for this event:

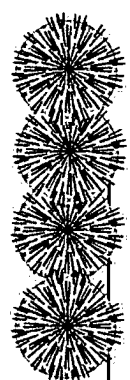
Peggy Martin, Jim Michener, Jeff Scott and Geoff Seger

Overtime employees - David Jones and Rob Radacoy - 5:00 p.m. – 11:30 p.m.

**Associated Costs:**

6 small pumpkins	\$15.00
10 Bales of hay	\$47.50
5 - \$10.00 Gift Cards	\$50.00
6 - Large Sacks	\$18.00
Overtime Labor, excluding benefits	\$259.54
<b>Total</b>	<b>\$390.04</b>

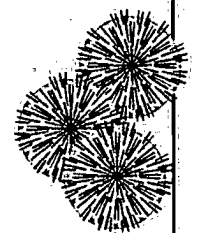
Barricades



Palmetto  
Historical Park

Barricades

6th Street



Registration tent



Movie Screen



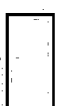
Race track



Sutton Park

Hay Maze

Food Vendor

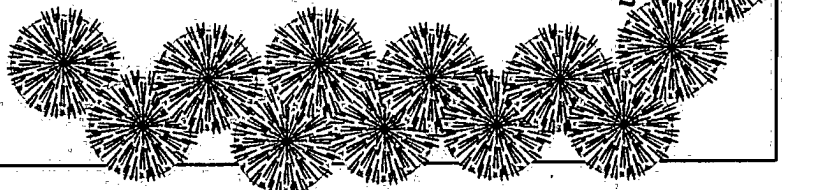


Waste Management



10th Ave.

7th Street



2009 Halloween Social

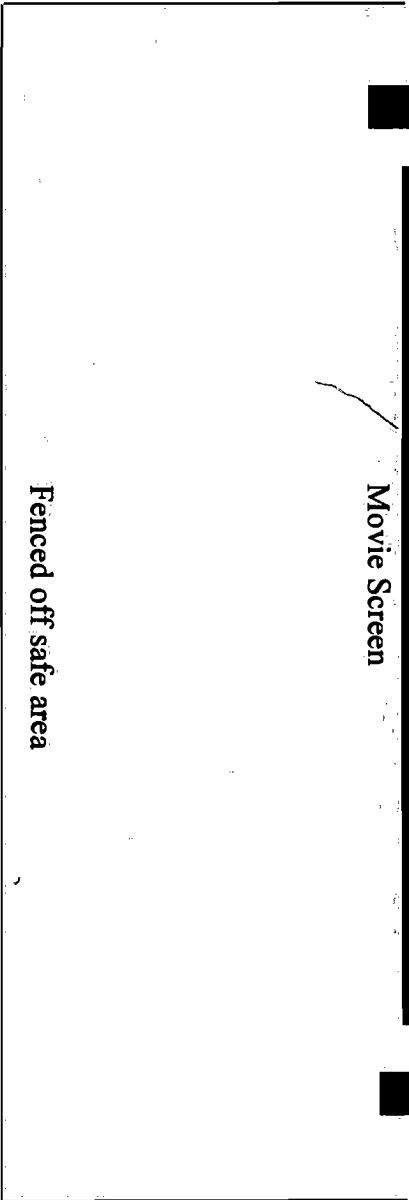
Lamb park



Registration Tent  
for all races  
6:00 to 7:00



Movie Screen



Fenced off safe area



Start Line

Track will be flagged off on grass  
Posts and flags at start and finish lines

- Sack Race: 7:30 - Six Teams - one race for the winners
- Three Legged Race: 7:45 - Six teams - one race for the winners
- Pass the Pumpkin Race: 8:00 - Six teams - one race for the winners
- Movie will start at 8:15 - 8:30

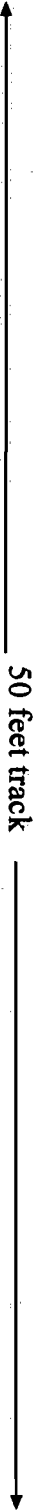


40 Feet Wide

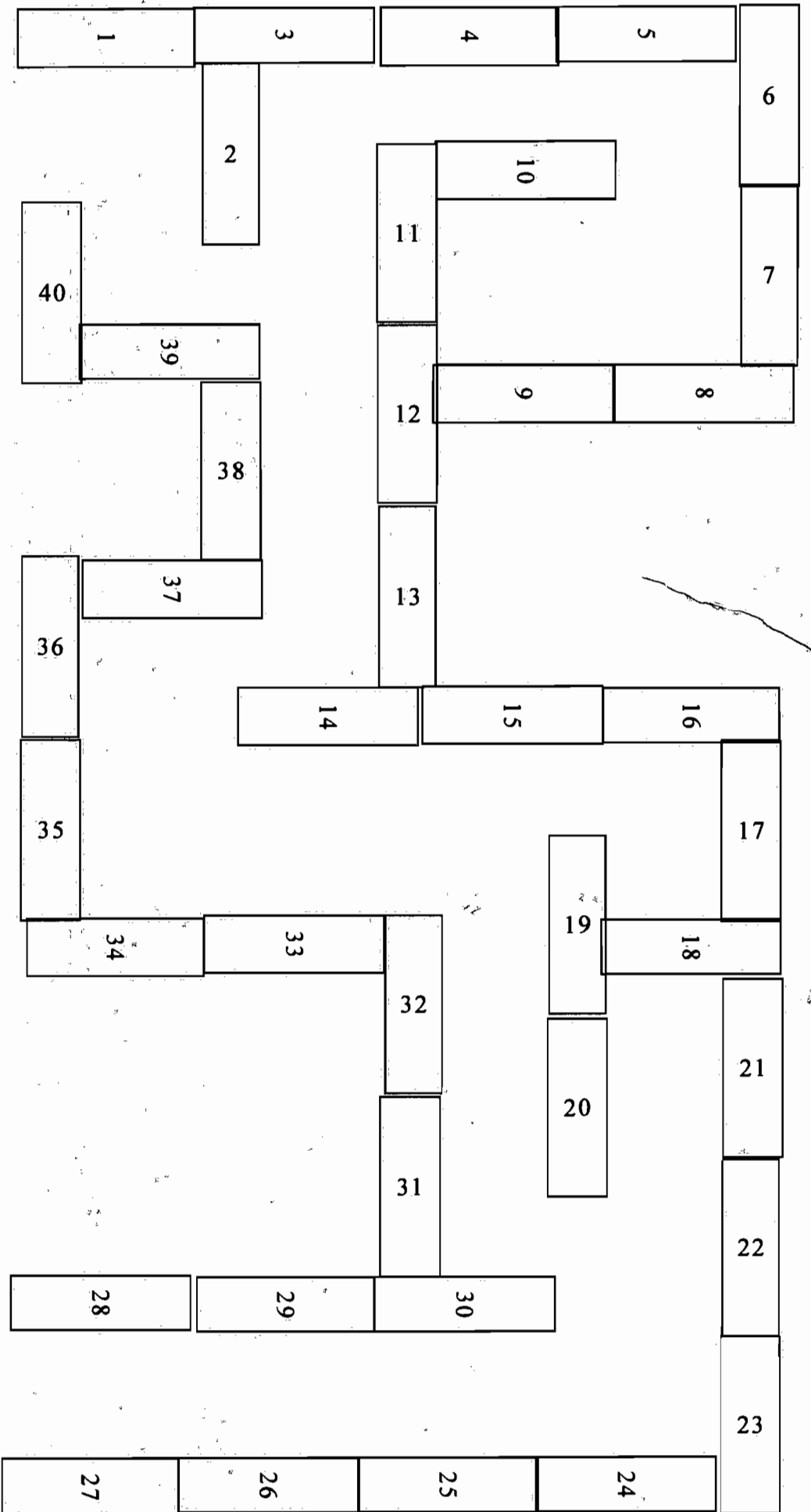


Hand off line

Finish line



50 feet track



40 - 6' tables with black plastic draped over the top with one bale of hay on each table.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
6/30/08

PRODUCER

Haas and Wilkerson, Inc.

800-821-7703

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

4300 Shawnee Mission Parkway  
Fairway, KS 66205

### COMPANIES AFFORDING COVERAGE

COMPANY A Ace American Insurance Company

COMPANY B

COMPANY C

COMPANY D

INSURED

Wilson Concessions  
Matthew Wilson dba  
11203 Restwood Drive  
Gibsonton FL 33534

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT.	G21761722 *General Aggregate Is Per Location	3/30/08	3/30/09	GENERAL AGGREGATE \$ *2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 100000 MED EXP (Any one person) \$ Excluded COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				
	OTHER				

*Vendor Will RE-NEW in March.*

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES  
Additional Insured: City of Palmetto

### CERTIFICATE HOLDER

City of Palmetto  
516 8th Avenue W  
Palmetto, FL 34221

THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE THE ISSUING COMPANY WILL ENDEAVOR TO MAIL NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY

OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*William R. Wilkerson*



Feb. 17, 2009 9:15AM

**ACORD** TM. **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
02/17/2009

PRODUCER Phone: 941-722-3238 Fax: 941-723-1785  
**MOORE & MOORE INSURANCE AGENCY**  
601 8TH AVE. WEST  
PALMETTO FL 34221-5115

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**INSURERS AFFORDING COVERAGE**

NAIC #

Agency Lic#: A183018

INSURER A: **General Ins Co of America**

24732

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED  
**PALMETTO HISTORICAL COMMISSION, INC.**  
P. O. BOX 1192  
PALMETTO FL 34220

**COVERAGES**

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A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	01-OL-330563-2	02/06/09	02/06/10	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>200,000</b> MED. EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>1,000,000</b> PRODUCTS-COMP/OP AGG. \$ <b>1,000,000</b>
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
		<b>OTHER:</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS**

**CERTIFICATE HOLDER**

**CANCELLATION**

CITY OF PALMETTO  
P O BOX 1209  
PALMETTO FL 34221

941-721-2139

Attention: Peggy Martin

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AUTHORIZED REPRESENTATIVE

*James C. Moore, Jr.*  
James C. Moore, Jr. Ext. 228

**SPECIAL FUNCTION PERMIT  
CHECKLIST**

**EVENT:** Arthritis Foundation's Arthritis Walk

**REASONS FOR SPECIAL FUNCTION PERMIT:**

Walk originates in Bradenton and traverses across the Green Bridge into Palmetto, the length of the Fishing Pier and then back to Bradenton.

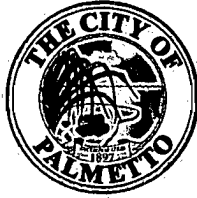
**CITY SERVICES:** City personnel and equipment

**USE OF CITY PROPERTY:** Closure of the southbound lane of the Green Bridge, use of the Fishing Pier for a mist tent and Riverside Park West for a water station.

**CITY EXPENSES:** \$270 for Parks personnel plus in-kind services

**WAIVER OF CITY FEES:** \$270 plus in-kind services

**INSURANCE REQUIRED:** Yes. Updated certificate will be provided prior to the event.



**SPECIAL FUNCTION PERMIT APPLICATION**

EVENT NAME: Archute's Week EVENT DATE: 5-7-09  
APPLICANT: Archute's Foundation EVENT TIME: 6pm-9pm  
ADDRESS: 410 12th St. W., Bradenton, FL 34205 PHONE: 941-708-3901  
CONTACT: Lee Lewis PHONE: 941-720-0714 (cell)

DETAILS OF FUNCTION: LOCATION, PARADE ROUTE, ETC.: Bradenton to Palmetto + back - Southbound west lane of Green Bridge (Business 41)

**CITY SERVICES REQUIRED:**

POLICE: Streets Blocked: \_\_\_\_\_ Traffic Control: X Security: \_\_\_\_\_ Other: \_\_\_\_\_  
PUBLIC WORKS: Barricades: \_\_\_\_\_ Clean-up: \_\_\_\_\_ Set-up: \_\_\_\_\_ Other: CONES - Southbound  
from Riverside Dr. (Palmetto) to 9th St. W. / 3rd Ave. (Bradenton). Same as in 2008  
*If a temporary restroom is utilized for a period greater than five (5) days, a Temporary Use Permit is required. Application is available at City Hall.*

**TEMPORARY RESTROOM FACILITIES:** # of units: \_\_\_\_\_ # of days: \_\_\_\_\_  
Proposed location(s): N/A

**INSURANCE REQUIREMENT:** Organized events open to the public require insurance naming the City of Palmetto as an "Additional Insured" and the insurance policy must be provided to the City Clerk ten (10) days prior to the event. If you have entered into a rental agreement for a City facility for a private event, no insurance is required. **Please review Exhibit A for insurance coverage requirements.**

The Special Function Permit Application must be submitted to City Commission for approval at least 30 days prior to the event. Sale or consumption of alcoholic beverages on City property is strictly prohibited. If your event will include the use of loudspeakers, you may be required to apply for a Special Permit Exception to the City's Noise Ordinance (See Chapter 5-Amusements, of the City of Palmetto Code of Ordinances).

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**PLEASE CONTINUE TO PAGE 2.**

EVENT: Arthritis Week

Event Date: 5-7-09

**INDEMNITY**

Arthritis Foundation (Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

Lee Lewis  
Permittee Community Development Coordinator  
Arthritis Foundation

**CITY APPROVAL:**

Public Works Director <u>Allen R. Lising</u>	Date _____
Planning & Zoning <u>N/A</u>	Date _____
Risk Management <u>[Signature]</u>	DATE <u>3/11/09</u>
Parks Department <u>[Signature] (SEE ATTACHMENT)</u>	Date <u>3/11/09</u>
Police Department _____	Date _____
North River Fire _____	Date _____
APPROVED BY COMMISSION: _____	Date _____

*See attached*

Internal use only  
Date Received: \_\_\_\_\_

Special Function Permit Application  
Page 2

EVENT: Arthritis Walk

Event Date: 5-7-09

INDEMNITY

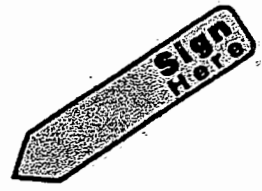
Arthritis Foundation (Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

Lee Lewis  
Permittee Community Development Coordinator  
Arthritis Foundation

CITY APPROVAL:

Public Works Director _____	Date _____
Planning & Zoning _____	Date _____
Risk Management _____	Date _____
Parks Department _____	Date _____
Police Department <u>[Signature]</u> _____	Date <u>3/9/09</u>
North River Fire _____	Date _____
APPROVED BY COMMISSION: _____	Date _____



Internal use only  
Date Received: \_\_\_\_\_

Special Function Permit Application  
Page 2

EVENT: Archie's Week

Event Date: 5-7-09

INDEMNITY

Archie's Foundation (Permittee) agrees to defend, indemnify, and hold harmless the CITY OF PALMETTO, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim or liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Permittee or those of any of its officers, agents, employees, licensees, or invitees, whether such act is authorized by this permit or not; and Permittee shall pay for any and all damage to the property of the CITY OF PALMETTO, or loss or theft of such property, done or caused by such persons. CITY OF PALMETTO assumes no responsibility whatsoever for any property placed on the premises. Permittee further agrees to waive all rights of subrogation against CITY OF PALMETTO. The provisions of this paragraph clause do not apply to any damage or loss caused solely by the negligence of the CITY OF PALMETTO or any of its agents or employees.

I HAVE READ AND UNDERSTAND THE ABOVE SPECIAL FUNCTION PERMIT APPLICATION CONDITIONS AND INDEMNITY.

Lee Lewis  
Permittee Community Development Coordinator  
Archie's Foundation

CITY APPROVAL:

Public Works Director \_\_\_\_\_ Date \_\_\_\_\_

Planning & Zoning \_\_\_\_\_ Date \_\_\_\_\_

Risk Management \_\_\_\_\_ Date \_\_\_\_\_

Parks Department \_\_\_\_\_ Date \_\_\_\_\_

Police Department \_\_\_\_\_ Date \_\_\_\_\_

North River Fire [Signature] \_\_\_\_\_ Date 3/9/09

APPROVED BY COMMISSION: \_\_\_\_\_ Date \_\_\_\_\_

Internal use only  
Date Received: \_\_\_\_\_

Special Function Permit/Temporary Use Permit Application

Arthritis Walk, Arthritis Foundation  
Lee Lewis, 720-0714

Thursday, May 7, 2009  
6:00 p.m. – 9:00 p.m.

Bradenton to Palmetto and back walk south bound west lane of Green Bridge

COSTS associated with the Arthritis Walk road closure:

3 employees @ \$30.00/hour (3 hours each) \$270.00

In Kind Services

1 City truck  
Cones (125)  
Safety signs (4)  
Message Board  
Arrow Board

Arthritis Foundations requests that all fees be waived.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/06/2009

PRODUCER 770.232.0202 FAX 770.232.9202  
 McCart Insurance & Risk Management  
 2405 Satellite Boulevard #200  
 Duluth GA 30096  
 Attn: Tina Gill

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED ARTHRITIS FOUNDATION  
 Florida Chapter  
 408 12th Street  
 West Bradenton, FL 34205

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Employers Fire Ins.Co. (OneBeacon)	20641
INSURER B: A.M. Best Rating "A" Excellent-XII	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC.	710-01-93-25-0001	05/01/2008	05/01/2009	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Event: Arthritis Walk - Bradenton/Palmetto, FL 2009  
 Date: May 7, 2009 (updated certificate will be issued prior to the event)  
 Old Main St. & 3rd Ave. W., in Bradenton across the Green Bridge onto the Palmetto Pier and back.  
 Certificate Holder is additional insured as required by contract only with respect to General Liability for the above referenced event. [dponder@palmettofl.org](mailto:dponder@palmettofl.org)

CERTIFICATE HOLDER	CANCELLATION
City of Palmetto Attn: Dianne Ponder 516 8th Ave. West Palmetto, FL 34221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Tina Gill/MICBYA <i>Tina Gill</i>



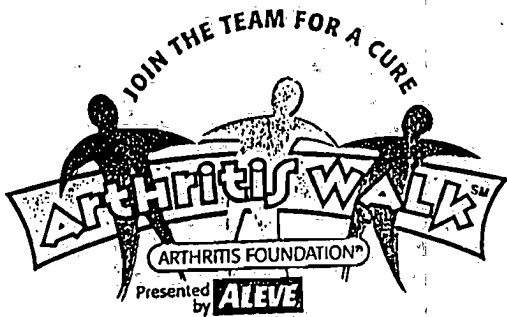
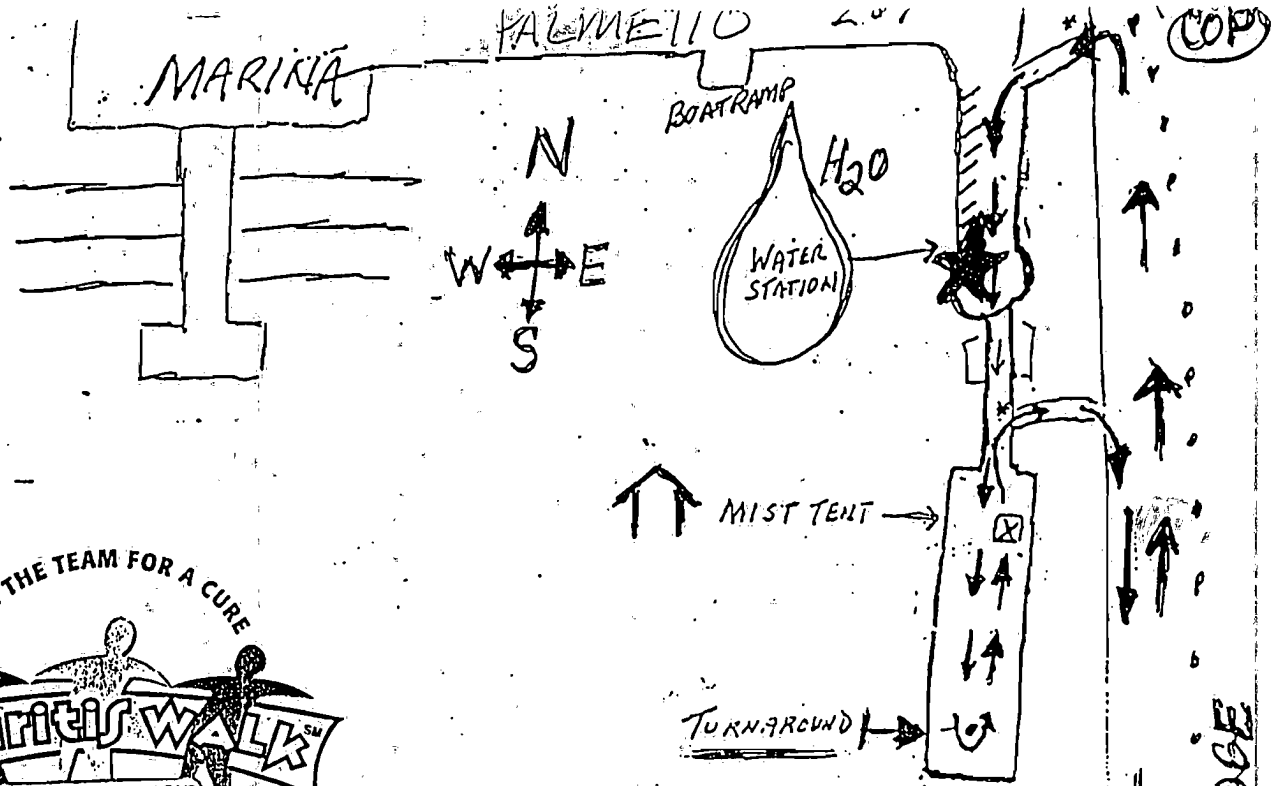
## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

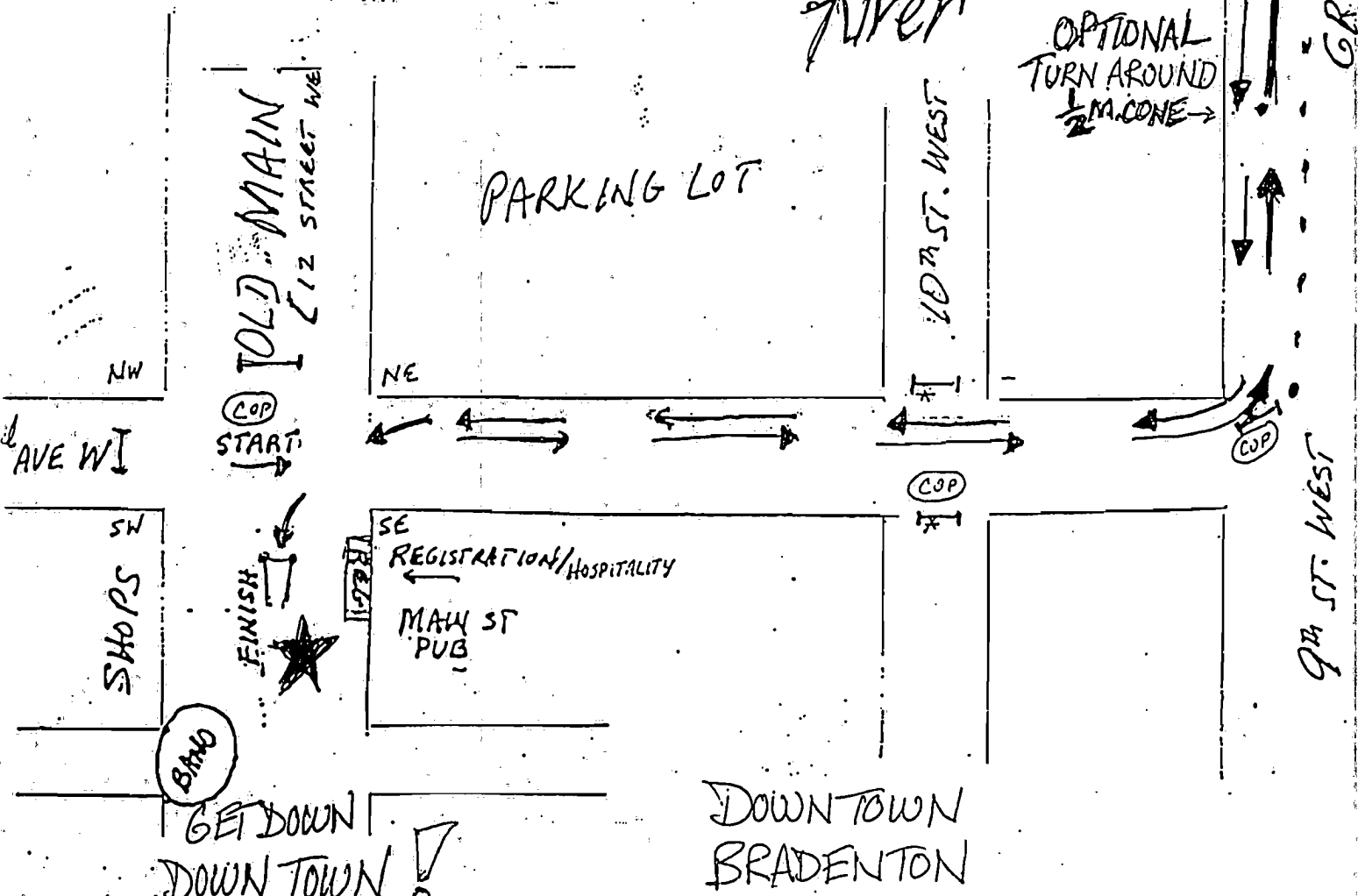


www.arthritis.org

Manatee River

OPTIONAL TURN AROUND 1/2 M. CONE →

GREEN BRIDGE





Florida Department of Agriculture & Consumer Services  
CHARLES H. BRONSON, Commissioner  
Tallahassee, Florida

March 18, 2008

Division of Consumer Services  
2005 Apalachee Pkwy  
Tallahassee FL 32399-6500  
Phone: 1-800-HELP-FLA  
URL: <http://www.800helpfla.com>

Refer To: CH25

ARTHRITIS FOUNDATION, FLORIDA CHAPTER, INC.  
408 12TH ST W  
BRADENTON, FL 34205-7821

RE: ARTHRITIS FOUNDATION, FLORIDA CHAPTER, INC.  
REGISTRATION#: CH25  
EXPIRATION DATE: April 27, 2009

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 60 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

*Nina J McLeod*

Nina J McLeod  
Regulatory Consultant  
1-800-HELP-FLA, (850) 488-2221  
Fax: 850-410-3804  
E-mail: [mcleodn@doacs.state.fl.us](mailto:mcleodn@doacs.state.fl.us)



## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 04/05  
12/10/08

85-8012671979C-9	12/23/2008	12/31/2013	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ARTHRITIS FOUNDATION FLORIDA CHAPTER INC  
408 12TH ST W  
BRADENTON FL 34205-7821

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD**

850-040-65  
 MAINTENANCE  
 03/06  
 Page 1 of 2

- Instructions: 1. Obtain signatures of local law enforcement and city/county officials.  
 2. This form must be submitted by the local governmental authority to FDOT to obtain written approval. Allow adequate time for the review.  
 3. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION <i>Architis Foundation</i>		PERSON IN CHARGE <i>Lee Lewis</i>		DATE <i>3-6-09</i>
ADDRESS OF ORGANIZATION <i>410 12th St. W., Bradenton, FL 34205</i>				TELEPHONE NUMBER
TITLE OF EVENT <i>Architis Week</i>				
DATE OF EVENT <i>5-7-09</i>	STARTING TIME OF EVENT <i>6 pm</i>	DURATION OF EVENT (APPROX.) <i>3 Hours</i>	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) <i>9 pm</i>	
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. - INCLUDE MAPS) <i>US Business 41 Bridge between Bradenton + Palmetto, FL. Closing South bound West lane across the bridge from Palmetto to Bradenton for the Architis Week. Set out cones + signs 6:15pm. Pick up cones + signs 8:15 pm. Approximately 500 plus workers.</i>				
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES - INCLUDE MAPS)				
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, ETC.)(INCLUDE PRECINCT NO.)				
SPECIAL CONDITIONS				
THIS SECTION IS TO BE COMPLETED WHEN PERMITTING SPECIAL USE OF A STATE ROAD FOR FILMING				
LICENSED PYROTECHNICS OPERATOR _____		LICENSE NO. _____		
APPROVAL OF LOCAL FIRE DEPARTMENT _____				
LIABILITY INSURANCE CARRIER _____		POLICY EFFECTIVE DATE _____		
COVERAGE AMOUNT _____ (\$1,000,000 MINIMUM)				
LENGTH OF COVERAGE _____ DAYS				
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____				
ADDITIONAL LIABILITY INSURANCE AMOUNT _____ (\$5,000,000 MINIMUM)				
TYPED NAME AND TITLE (INCLUDE BADGE NO IF APPROPRIATE) <i>MICHAEL B. MAYER, DEPUTY CHIEF OF POLICE</i>		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY		DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL <i>LAWRENCE E. BUSTLE, JR., MAYOR</i>		SIGNATURE OF CITY/COUNTY OFFICIAL		DATE SIGNED

The Permittee, shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agents, employees, or subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither the Permittee nor any of its subcontractors will be liable under this Article for damages arising out of the injury or damage to persons or property directly caused or resulting from the SOLE negligence of the Department or any of its officers, agents or employees.

Contractor's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Contractor. Contractor's inability to evaluate liability or its evaluation of liability shall not excuse Contractor's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Department SOLELY negligent shall excuse performance of this provision by Contractor. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Contractor of a claim shall not release Contractor 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 State's right, title, and interest in the 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 State of Florida and the Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.

During the event, all safety regulations of the Department shall be observed and the holder must take measures, including placing and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices (MUTCD), as amended, and the Department's latest Roadway and Traffic Design Standards.

In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the Department.

Submitted by: Architis Foundation Place Corporate  
Permittee

Lee Lewis  
Community Development Coordinator  
Signature and Title

Attested

Department of Transportation Approval: This Request is Hereby Approved

Recommended for approval \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
District Secretary or Designee

DISTRIBUTION: Original - Permittee  
1st copy - District Maintenance Office  
2nd copy - Local Maintenance Engineer