

Received By Date
Received Permit
Number
CWPB Staff Use Only



Permit Type: BPA

RIGHT-OF-WAY BLOCK PARTY APPLICATION

Incomplete applications will not be processed. Answer questions first; if there are any YES questions referring to Community Events, you will be required to contact the Community Events office for a Special Events Permit (3rd Floor City Hall). Allow 10 business days for processing.

PLEASE PRINT CLEARLY

Will alcohol be served on the roadway?

Yes No **If yes, contact Community Events for a Special Event Permit.**

Will food be served on the roadway?

Yes No

Will there be music with DJ and sound system?

Yes No **If yes, contact Community Events for a Special Event Permit.**

Will you erect tents on the roadway?

Yes No **If yes, contact Community Events for a Special Event Permit.**

Will your event include amusement rides or bounce house on the roadway?

Yes No **If yes, contact Community Events for a Special Event Permit.**

Event Location with Address: _____

Description of Event: _____

Event Start Time & Date: _____

City Services:

Roadway Closures Yes No **(Only one street allowed. No closure of State or County intersections)**

All street closures will require City-provided barricades from the Parks & Recreation Dept. A deposit fee of \$100 - \$500, depending on the number of barricades, will be required.

If yes, please list the street to be closed with times and dates: _____

In order to ensure your application is processed, return completed application and site map to **City Hall, 1st Floor, 401 Clematis Street, West Palm Beach, FL 33401**. Be sure you have included your **phone number and email address**. You will receive an **invoice by email for \$53.00** when your permit is approved.

Applicant Information (See Special Event Permit Terms and Conditions)

Applicant Name: _____

Address: _____

City/State/Zip: _____

Phone/Email/Fax#: _____

BLOCK PARTY PERMIT TERMS AND CONDITIONS

EVENT APPLICATION APPROVAL. If your Application is approved, you will receive an approval from the City. The Application, these Terms and Conditions, and the application approval constitute the Block Party Permit. The Permit will identify the location for your Block Party ("Permitted Area") and shall include the dates and times for your Block Party. The City reserves the right to modify the Terms and Conditions and will notify you of any modifications made between the time of your Application and your Block Party. In the event that you do not agree with the modified Terms and Conditions, you will have the right to cancel your Block Party within ten (10) days of notification from the City.

PERMITTED AREA. You agree to take the Permitted Area in its "as is" condition. You also agree that you will not set up tents, bounce houses, or amusement rides or serve or sell alcohol within the Permitted Area. It is unlawful for any person to consume or have in his possession any cup, can or other open or unsealed container containing any alcoholic beverage on public rights-of-way, streets, or other public places, unless duly authorized by the City. No fire or gas torches shall be allowed at any time within the Permitted Area. The Permitted Area must be restored within two (2) hours of the conclusion of the Block Party at your expense. An inspection may be conducted by the City immediately prior to the Block Party.

PERMIT FEE. Upon approval of your Application, you shall pay a \$53.00 permit fee for the Block Party allowing the road closure of one street only (and no closure at a State or County intersection).

ADDITIONAL EVENT FEES. Barricades are required for the road closure. You can borrow barricades from the Parks and Recreation Department by calling 561-822-4900. You are responsible for paying a refundable security deposit, and to pick up and promptly return all barricades to the City. Barricades are available on a first come first serve basis.

INDEMNIFICATION. You agree to indemnify, defend, save and hold harmless the City and its officials, agents and employees from any claim, demand, suit, loss, cost or expense or any damages which may be asserted, claimed or recovered against or from the City or its officials, agents and employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with your use of the Permitted Area or the condition of the Permitted Area including those arising during the set up and breakdown of the Block Party. This

indemnification includes, but is not limited to, compliance with the terms and conditions of the Permit, your operations and use of the Permitted Area or any act or omission of you, your agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. You further agree to indemnify, defend, save and hold harmless the City and its officials, agents and employees from any claim, demand, suit, loss, cost or expense or any damages arising out of or relating to your failure to obtain all necessary performing rights and licenses (BMI, ASCAP and SESAC).

GLASS CONTAINERS. No glass containers shall be allowed in the Permitted Area.

FINAL SITE MAP. With the Application, you shall provide to the City a map including anything to be set up in the Permitted Area and times items will be in the street. Any changes made to the map by you after the review by City departments must be approved by the City.

NOTIFICATION. You are required to notify all property owners adjacent to the Permitted Area at least 7 days prior to your Block Party.

NONDISCRIMINATION. You and your concessionaires shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee or customer because of race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation.

ADA ACCESSIBLE. You are responsible for ensuring that the Permitted Area is accessible in compliance with the requirements of the Americans with Disabilities Act.

DEFAULT. In the event of a failure to comply with any provisions of the Permit, the City may exercise any and all remedies herein enumerated or permitted by law, including the termination of the permit without notice or opportunity to cure. Default shall include failure to pay the Permit Fee or any portion thereof when due; abandonment of the Permitted Area or any part thereof; failure to carry the required insurance; or the return of any checks given by you due to insufficient funds.

CLEANING OF PERMITTED AREA. You shall be responsible for all clean-up of the Permitted Area and a one block radius. The City reserves the right to approve the cleanup services as least 14 days prior to the Block Party. If you expected attendance of more than 1000, the City may require you to use a company that specializes in large festival cleaning.

TERMINATION. The City shall have the right to terminate the Permit at its sole option at any time for convenience, with or without cause and without penalty, upon 7 days prior written notice.

AMPLIFIED SOUND RESTRICTIONS. The use of amplified sound, generators, refrigerated trucks is prohibited between the hours of 11:00 PM to 7:00 AM Friday and Saturday and between the hours of 10:00 PM to 7:00 AM Sunday through Thursday. Amplified sound, including sound checks, may not be used before 7:00 AM on any day.

GOVERNING LAW. The Permit shall be governed by the laws of the State of Florida and venue shall lie in Palm Beach County.

ATTORNEYS FEES. In the event the City is required to file legal action against you to collect any amounts due under the Permit, the City shall be entitled to its costs of collection, attorneys' fees and cost, and interest at the maximum rate allowable by law.

NOTICES. Any and all notices to you may be given or served by certified or registered mail, or electronic transmission producing a written record, to the address set forth in your application. Any and all notices to be given to the City may be given or served by certified or registered mail, or electronic transmission producing a written record, addressed to Mary Pinak, Community

Events Manager, City Hall, 3rd Floor, West Palm Beach, FL 33401.

PERMIT MODIFICATIONS. The City is authorized to modify, alter or waive any minor requirements, conditions or provisions of the Permit if in the best interest of the City in order to facilitate the safe or efficient implementation of the Event.

I have received and read a copy of the Permit Terms and Conditions attached hereto and understand and agree to all the terms and conditions. I am aware that if any of these terms and conditions are violated, I will be charged accordingly. I understand and agree that I shall be and will remain solely and fully responsible for compliance with all the terms and conditions of the Application and Terms and Condition, and that I shall be solely and fully liable for any breaches or violations thereof, regardless of the actual source of the payment of any fee or charge required for the use of the Permitted Area as provided herein. If I am signing on behalf of an applicant organization or corporation, I also represent that I am authorized to sign the application on behalf of the organization or corporation and that my signature will bind the organization or corporation.

By: _____

Name: _____

Date: _____

Its authorized representative

SUBMIT EVENT APPLICATION, \$53.00 CHECK AND SITE MAP TO:

**City of West Palm Beach
City Hall 1st Floor
401 Clematis Street
PO Box 3366
West Palm Beach, FL 33402**