



**Broward County Board of County Commissioners
Parks and Recreation Division**

SPECIAL EVENT VENDOR APPLICATION

Park Manager to submit completed application to:

Parks Operations
Special Event/Vendor Section

Allow five (5) business days for processing from date of receipt.
Applications are for event only.

Event Name: _____ Event Location: _____ Event Date: _____

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 Business (check all that apply to your company, not to subcontractors)	<input type="checkbox"/> Animal Education <input type="checkbox"/> Bounce House / Party Rentals <input type="checkbox"/> Caterer / Food Truck <input type="checkbox"/> Audio & Video, DeeJay / Photographer <input type="checkbox"/> Performer / Entertainer <input type="checkbox"/> Florist / Decorations <input type="checkbox"/> Event Planner <input type="checkbox"/> Games <input type="checkbox"/> Tents / Tables, Chairs / Linens <input type="checkbox"/> Other

SECTION 1: AUTHORIZED AMUSEMENT APPARATUS AND RIDES			
	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
1.A			<p>The following amusement apparatus and amusement rides are permitted within Broward County Parks and Recreation Division (“Division”) sites.</p> <ul style="list-style-type: none"> • Bounce Houses/Inflatables up to 30 feet in height (Vendor to provide generator) • Climbing Wall • Reverse-Bungee Trampolines • 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><u>NO WATER APPARATUS OF ANY KIND PERMITTED.</u> <u>NO MECHANICAL RIDES OF ANY KIND PERMITTED.</u> <u>NO CONTACT SPORTS OR CONTACT APPARATUS PERMITTED.</u></p> <p>Other apparatus may be prohibited at the discretion of the Division.</p>
1.B			<p>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.</p>
1.C			<p>Vendor is responsible for following manufacturers’ guidelines with regard to weather, setup, operation, and safety.</p>
1.D			<p>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 alert and actively monitoring 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.</p>

SECTION 2: ADA COMPLIANCE			
	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
2.A			<p>For private parties/events that are not open to the public or advertised to the general public, the Vendor will be responsible for providing modifications, accommodations, and auxiliary aids and/or services that may be requested by or necessary for its guests/invited attendees.</p>
2.B			<p>For parties/events that are open to the public, the Vendor shall comply with Title I and Title II of the Americans with Disabilities Act (ADA) in the course of providing any services, programs, and/or activities regarding nondiscrimination on the basis of disability, and all applicable regulations, guidelines, and standards.</p>

SECTION 3: SOUND LEVELS			
	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
3.			<p>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. NOTE: Not all parks allow amplified sound.</p>

SECTION 4: "AS WAS" CONDITION

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
4.			Vendor agrees to return the event site to the Division in an "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 5: EVENT NOTIFICATION AND PARK ACCESS

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
5.			Special Event Vendors are responsible for securing park access document from Event Permittee/Promoter. The park has the authority to refuse access to vendors without written documentation.

SECTION 6: SUBCONTRACTING AND SOLICITING

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
6.A			Subcontracting permitted only to Broward County Registered Vendors.
6.B			Vendor may not solicit wares or services to other park patrons on the day of the event.

SECTION 7: FDLE SEXUAL OFFENDER/PREDATOR CHECK

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
7.			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 . Submit Affidavit of Criminal Background Screening.

SECTION 8: INSURANCE/LICENSING/LOCAL BUSINESS TAX RECEIPTS

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
8.A			Vendor is responsible for ensuring they have met all federal, state, and local requirements for operation of their business in the State of Florida and Broward County. Vendors operating on County property are subject to review of pertinent licensing, certifications and inspection reports. Vendors found not to be meeting federal, state and local business requirements will have their Special Event Vendor status suspended until such time as they can show they are in compliance.
8.B			INSURANCE: Vendors must supply to the Division a copy of their current Certificate of Insurance. Vendors will not be permitted to operate on County property with expired, suspended, or canceled Certificates of Insurance. The Vendor's Certificate of Insurance must include the following: <ul style="list-style-type: none"> - All vendors: Minimum comprehensive general liability coverage of \$500,000. - Food vendors: Coverage must include product liability. - When applicable, additional \$500,000 liquor liability for beer and wine and/or \$1,000,000 liquor liability, in addition to general liability coverage. - \$300,000 minimum general liability coverage is acceptable for deejays, clowns, magicians, florists, photographers, and characters.

			<ul style="list-style-type: none"> - Bounce houses, wall or rock climbing, and amusement apparatus: \$500,000 minimum general liability insurance. In addition, these services require an attendant, age 18 or older, with valid photo ID and distinctive attire, who must 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. - Certificate Holder shall read: Broward County 950 N.W. 38th St. Oakland Park, FL 33309 - Broward County must be shown as Additional Insured. - Additional coverages may be required dependent on the services and products being offered. - Florida Statute 440.055, any employer with four or more employees must have Worker's Compensation Insurance. Please provide a copy of your worker's compensation insurance if your company has four or more employees.
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SECTION 9: VENDOR ACKNOWLEDGEMENTS

	<u>Date</u>	<u>Vendor Initials</u>	<u>Requirements</u>
9			<p>Vendor acknowledges and grants to Broward County full permission for Broward County to use photographs, videotapes, recordings, and any other record of the activity for any legitimate purpose whatsoever.</p> <p>Vendor acknowledges that Broward County is making park property available for use by the Vendor as provided in the Vendor Application, and the County has not inspected the park property to be used for the purposes sought herein, and makes no representations or warranties as to the safety or suitability of the Vendor's use of park property, for the uses sought herein.</p> <p>Vendor acknowledges it has inspected the park property to be used for the purposes sought herein, and has determined it to be safe and suitable for such purposes, and agrees to notify the County of any issues or safety concerns following its inspection.</p> <p>Vendor acknowledges that any violation of the Broward County Code of Ordinances or Broward County Administrative Code provisions may result in the revocation of any authorization provided by County pursuant to this Special Event Vendor Application, and the ability of the Vendor to conduct business within any Broward County park.</p>

SECTION 10: RELEASE, INDEMNITY, AND WAIVER OF LIABILITY (VENDOR TO SIGN)

10.	<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 Broward County, 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> <p>I, on behalf of the Vendor, further agree to indemnify and hold harmless the Releasees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of the Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with the Vendor's use of any Broward County park(s) or participation in the event(s).</p>
DATE	(PRINT NAME) (SIGNATURE)

SECTION 11: SIGNATURE OF APPROVAL (COUNTY USE ONLY)

Director or Designee	(PRINT NAME) (SIGNATURE)
DATE	