

Amelia Park Town Square/Pavilion Use Application

This form provides the information you need to request use of the Amelia Park Town Square/Pavilion. The Amelia Park Neighborhood Association, Inc. (APNA) Board of Directors retains the absolute right to deny any application. Additional restrictions may apply.

The forms that must be submitted are a completed application, an Indemnity Agreement for Special Events, Certificate of Insurance (as explained in the Indemnity Agreement), and a check for the total of the Security Deposit and the Use Fee. Checks are payable to Amelia Park Neighborhood Association and are not deposited until the application is approved.

Please return these forms along with the check in an amount as indicated in the table that follows by mail or in person to the APNA contact below for processing:

APNA Pavilion Reservation
c/o Jack Stumpff, APNA Board Secretary
1655 Olmsted Lane
Fernandina Beach, FL 32034
(954) 296-2513, jstumpff2002@yahoo.com

All fees, deposits, paperwork and insurance are due at least 15 days prior to the event.

Amelia Park Town Square/Pavilion Security Deposit & Use Fee:

| User | SecurityDeposit* | Use Fee** | Total |
|-----------------------|------------------|-----------|-------|
| Amelia Park lot owner | \$100 | None | \$100 |
| Amelia Park renter | \$100 | \$50 | \$150 |
| Non-resident | \$200 | \$200 | \$400 |

* Security deposit is refundable, less an incidental cleanup expenses.
**Use Fee may be waived by the APNA Board at a noticed, regularly scheduled meeting

Reservations are not confirmed until the forms, deposits and fees have been received and approval granted.

Amelia Park Town Square/Pavilion is typically not available during the following times:

Final Friday of Each month from 5:00 PM – 8:00 PM
Valentine's Day
July 4th
First day of the Jazz Festival
St. Patrick's Day
Labor Day
Columbus Day

Amelia Park Town Square / Pavilion Use Application

Name of Organization: _____

Contact/Applicant's Name: _____

Address: _____

Home Phone: _____ Work: _____ Cell: _____

Email address: _____

Please describe your relationship with APNA:

___ Lot Owner (address above is within APNA)

___ Owner of an Amelia Park Town Center condominium

___ Amelia Park Renter (address above is within APNA)

___ Non-resident with an Owner sponsor

Name & address of Owner sponsor: _____

___ No relationship to APNA

Describe the Nature of the Function or Event: _____

Attendance Expected: Adults: _____ Children: _____

Event/Function Date(s): _____

Event/Function Time START TIME: _____ FINISH TIME: _____

Which Category do you fall under: (please circle one)

Recreational / Business / Civic / Social / Other

Will you be bringing any addition equipment (i.e. moon walks, water features, portable toilets, amplifiers, tents, generators etc.) or a vendor into or on the property?

Date: _____

Signature of Applicant
applicable

Signature of Owner sponsor if

To be completed by APNA

Approved on: _____ By: _____

Amelia Park Town Square/Pavilion Use Policies

Please initial on each line to signify acceptance. If you are a non-resident with an Owner sponsor, the Owner sponsor must also initial each line.

_____ Must be at least 21 years of age and serve as the primary contact person for the reservation, function, application process, etc.

_____ Must provide the required certificate(s) of insurance and signed copy of Indemnity Agreement.

_____ Must be present for the pre-use and post-use inspection.

_____ Assumes responsibility and liability for the conduct of guests.

_____ Assumes responsibility and liability for the cleanliness of the Pavilion / Square to their original state at the end of the function.

_____ Understands the use of recording devices must adhere and comply with the Florida Statutes.

_____ Understands the possession and / or consumption of alcoholic beverages is prohibited unless the proper permit and insurance certificates are presented in advance of the reserved date. See Liability Insurance information above*

_____ Understands activities and functions that may involve more than normal wear and tear will not be permitted.

_____ Pavilion/Square may not be used by any individual or group for an event at which solicitation of funds, exchange of money or fund raising activities occur unless written approval is given prior to reservation finalization.

_____ APNA has the right to cancel an event during inclement weather.

_____ Facility Use Agreement is nontransferable.

Date: _____

Signature of Applicant

Signature of Owner sponsor if applicable

**AMELIA PARK NEIGHBORHOOD ASSOCIATION, INC. (APNA)
AMELIA PARK TOWN SQUARE/PAVILLION**

**INDEMNITY AGREEMENT
FOR
SPECIAL EVENTS**

(Applicant must not leave any sections blank; document must be completed and executed)

This Indemnity Agreement made this _____ day of _____, 20____, by and between the Amelia Park Neighborhood Association, Inc. ("APNA") and

- a. _____
(Legal Name of Entity/hereinafter referred to as "Indemnitor"); should mirror legal name exactly as it appears on the Certificate of Insurance.
- b. For use of the following APNA-owned and/or other property:

(hereinafter referred to as the "Premises"); please list name and physical address.
- c. For the following Special Event (name of event):

- d. For a term commencing on _____, and ending on _____ ("the Term"); inclusive of load-in and load-out dates.

WITNESSETH:

1. Exculpation and Indemnification Clause: Indemnitor agrees that it will indemnify, hold and save the Amelia Park Neighborhood Association, Inc. (APNA), its officers, agents, contractors and employees (collectively, also referred to herein as the APNA), whole and harmless and, at APNA's option, defend same from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments of any nature recovered from or asserted against APNA on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Indemnitor or any of its agents, servants, employees, members, participants, volunteers, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises used hereunder with the express or implied invitation or permission of Indemnitor, or when any such injury or damage is the result, proximate or remote, of the violation by Indemnitor or any of its agents, servants, employees, members, participants, volunteers, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the use by Indemnitor, its agents, servants, employees, members, participants, volunteers, contractors, patrons, guests, licensees or invitees of the Premises used hereunder. Indemnitor covenants and agrees that in case the APNA shall be made party to any litigation against Indemnitor, or in any litigation commenced by a party against any party other than Indemnitor relating to this Agreement or to the Premises used hereunder, then Indemnitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon APNA by virtue of any such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the gross negligence or willful misconduct of APNA. This indemnification shall survive termination or expiration of this Agreement.

2. Responsibility for Damage: If the Premises or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item contained therein shall be destroyed, damaged, marred, altered, or physically changed during the Term in any manner whatsoever, then Indemnitor shall be responsible. Indemnitor is to properly care for all equipment entrusted to Indemnitor during the term of this Agreement and all such equipment so entrusted which is lost, stolen, or disappeared shall be the sole responsibility of Indemnitor and Indemnitor shall pay the full replacement cost thereof to APNA.
3. Ordinances and Regulations: Indemnitor shall comply with all applicable laws, statutes and ordinances and all rules and requirements of the City of Fernandina Beach, Nassau County, State of Florida, and the United States Government, as applicable, including, without limitation the APNA Special Event Guidelines, if any, as same may be amended from time to time. Indemnitor shall not admit to the Premises a larger number of persons than the total number designated by the Application or any appropriate Fire Department standards regarding the number that can safely and freely move about.
4. Insurance: Indemnitor shall, as a condition precedent to being allowed to conduct the Special Event hereunder,
 - a) Certificate(s) of insurance providing for Comprehensive General Liability insurance with a minimum coverage of one million (\$1,000,000.00) dollars per occurrence for bodily injury, death, property damage, and personal injury. The policy must also include coverage for contractual liability. If the Indemnitor's activities involve the service and/ or sale of alcohol, then liquor liability in the same amount is also required. The aforesated required liability insurance must name **the Amelia Park Neighborhood Association, Inc.** as an **additional insured and certificate holder with full mailing address** thereon.
 - b) Indemnitor shall also provide proof of Worker's Compensation Insurance if required by Florida law. Indemnitor **must check** one of the following boxes with regard to Worker's Compensation:
 - Indemnitor **is required** to carry Worker's Compensation as required by Florida law and agrees to provide evidence of such coverage.
 - Indemnitor **is not required** to carry Worker's Compensation under Florida law.
 - c) The above liability and Worker's Compensation insurance (if required under Florida law) coverage shall be issued by an insurance company duly authorized to do business in the State of Florida and rated B+ VI or better per A.M. Best's Key Rating Guide, latest edition. Indemnitor warrants and represents that it has notified its insurance agent of the contents of this Agreement, and has supplied the agent with a copy.
 - d) It is understood and agreed that all coverage provided by the Indemnitor is primary to any insurance or self-insurance program APNA has and the Indemnitor and its insurance shall have no right of recovery or subrogation against APNA.
7. Other Terms and Conditions: The Indemnitor shall provide, at Indemnitor's sole cost and expense, as required by APNA, off-duty City of Fernandina Beach Police Officers and off-duty City of Fernandina Beach Firefighters and/or City of Fernandina Beach Rescue Service, as required by APNA.

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IN WITNESS WHEREOF, the Indemnitor by and through its authorized representative, has executed this Agreement this _____ day of _____, 20____, (this date must match the date on the notarization section below).

The undersigned hereby warrants, represents and certifies to the APNA that he/she is the lawful representative of Indemnitor and that he/she has the authority to execute this Agreement by and on behalf of Indemnitor and bind Indemnitor to the terms and conditions herein.

INDEMNITOR: _____
(Print name of Legal Entity/Indemnitor) should mirror legal name exactly as it appears on the Certificate of Insurance.

BY: _____
(Signature of Indemnitor and/or its authorized representative)

(Print name and title of person signing)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (Name), as _____ (Title) of _____ (Name of Legal Entity/Indemnitor), a, _____ corporation (state of incorporation). He/she is personally known to me or has produced _____ as identification.

Notary Public

Name of Notary typed or printed
My Commission Expires: