

Outdoor Sales Event Application



CITY OF OVIEDO
400 Alexandria Boulevard
Oviedo, Florida 32765

Phone: (407) 971-5775
Fax: (407) 971-5819

Application No. _____

Date Received _____

Pre-application Meeting Date _____

Submittal Checklist

___ Authority/ Ownership Affidavit. Have the Affidavit notarized by both the owner and applicant (even if same person).

___ Proof of Ownership (a copy of the tax bill or print out of property appraiser's office is required).

___ Hold Harmless Agreement/Insurance

___ Insurance Declaration Page listing the City as additional insured.

___ Layout Plan of tents, signs, stage, trailer, etc.

___ Proof of Peddlers Permit

___ Application Fee

Applicant

Name: _____

Firm: _____

Address: _____
Street Address City State Zip

Email: _____

Phone: _____ Fax: _____

Property Owner

Name: _____

Firm: _____

Address: _____
Street Address City State Zip

Email: _____

Phone: _____ Fax: _____

Contact Person

Name: _____

Firm: _____

Address: _____
Street Address City State Zip

Email: _____

Phone: _____ Fax: _____

Outdoor Sales Event Application

EVENT NAME: _____

LOCATION: _____

SIZE OF AREA FOR PRIMARY IMPACT _____

NUMBER OF PEOPLE EXPECTED TO ATTEND _____

IS THERE ADEQUATE PARKING ON-SITE? _____

	EVENT SET-UP	EVENT BREAK-DOWN	EVENT START	EVENT END
DATE				
TIME				

IS OFF-SITE PARKING PROVIDED (please provide a letter of authorization from the owner) _____

SPECIAL NEEDS, CIRCUMSTANCES, OR REQUESTS (Example: tents, road closure, live band and/or sound system, parades, road races, need for City services, etc.)

IF PLACING TENTS, PLEASE LIST THE NUMBER OF TENTS, SIZE, AND LOCATION ON A LAYOUT PLAN. IF PLACING SIGNS, PLEASE LIST THE NUMBER OF SIGNS, SIZE AND LOCATION ON A LAYOUT PLAN.

Certification

I hereby certify that , to the best of my knowledge and belief, all information supplied with this application is true and complete, and that I am

() the Property Owner of Record for the subject property described herein.

() the Authorized Agent of the Property Owner of Record for the subject property described herein (notarized letter of authorization attached).

Signature

Date

Name and Title (printed or typed)

Outdoor Sales Event Application

The instructions are intended to provide you with the information necessary for you to complete an application for Special Event. The information requested to be part of your application represents the minimum requirements for submittal.

A project Manager will be assigned to your application to work with you throughout the application process. The project Manager will provide you information on all public meetings where your application will be considered. Our objective is to make the process as clear and understandable as possible for you.

Application Submittal

The applicant shall submit a sufficient application including the application form, required plans, supporting information, power of attorney (to allow parties to act on behalf of the applicant and/or property owner), and all applicable fees to the Land Use Administrator for review within a minimum of sixty (60) days prior to the proposed event.

The applicant shall provide proof of an approved Peddlers Permit prior to the issuance of an Outdoor Sales Event permit.

Sufficiency Review

The Applicant is required to complete all parts of this application properly and completely in order for the Staff to begin processing the application. If the Staff determines within 2 business days that the application is not sufficient, you will notified by email and the application will not be reviewed for compliance. Once the application is sufficient, staff will notify you by email and the application will move into Compliance Review.

Compliance Review

City Staff will review the completed application for compliance with the Land Development Code within the following review days:

1st Compliance Review-	28 days
2nd Compliance Review-	21 days
3rd Compliance Review-	14 days (The Applicant shall pay 50% of application fee)

Duration of the Special Event

No Outdoor Sales Event Permit shall be issued for more than thirty (30) consecutive days. No more than two (2) non-reoccurring Outdoor Sales Event Permit per parcel shall be issued a within a calendar year.

Outdoor Sales Event Application

1) All outdoor sales of merchandise, not located within a permanent structure, shall be required to obtain an Outdoor Sales Event Permit.

2) **Criteria.** The Land Use Administrator shall review an application for an outdoor sales event activity for its potential impact on the City as a whole. The Land Use Administrator may send copies of the application to other City departments as necessary. An Outdoor Sales Event Permit is required for events occurring outdoors on a site for the following activities:

- a) On sites where such sales were not approved in the approved site development order for such sales; and
- b) The sale of items including, but not limited to, flowers, food, sidewalk tent sales, fireworks sales, and Christmas tree sales.

3) **Approval by the Land Use Administrator.** Upon receiving a completed application, the Land Use Administrator shall route the application to the appropriate departments for review. Based on the comments from the departments any previous code enforcement notices or violations issued related to the outdoor sales event or to the Applicant or owner of the property, the Land Use Administrator may approve an application and issue or deny the outdoor sales event permit. If an Outdoor Sales Event Permit is denied by the Land Use Administrator, the property owner or applicant may appeal the denial to the City Council in accordance with the LDC and with payment of the applicable fee.

4) **Hold Harmless Agreement/Insurance.** All applicants for an outdoor sales event permit shall present documentation that demonstrates the availability of liability insurance coverage listing the City as additional insured as approved by the City's Risk Manager and City Attorney. The applicant shall maintain the liability insurance coverage for the duration of the event. The applicant shall present proof of liability insurance coverage and a release of liability approved by the City Attorney prior to obtaining a special event permit. All applicants shall present the insurance declaration page listing the City as additional insured. All applicants shall sign the City of Oviedo Estoppel Notice, Indemnification, Covenant and Hold Harmless Agreement. The approving authority may waive these requirement where such insurance is deemed unnecessary to protect the public, health, safety, and welfare and, similarly, a "hold harmless" clause is deemed unnecessary to protect the City against potential liability arising from the proposed outdoor sales event.

5) **Revocation.** An Outdoor Sales Event Permit may be revoked if the Land Use Administrator determines that:

- a) The outdoor sales event is being conducted in violation of any condition of the outdoor sales event permit;
- b) The outdoor sales event organizer or any person associated with the event has failed to obtain any other permit or required documentation pursuant to the LDC and the conditions listed in the outdoor sales event permit;
- c) The outdoor sales event permit was issued in error or contrary to controlling law;
- d) The facts or assertions in the application have been falsified or misrepresented.
- e) The applicant may appeal a revocation to the City Council in accordance with this LDC and with payment of the applicable fee.



CITY OF OVIEDO ESTOPPEL NOTICE, INDEMNIFICATION, COVENANT AND HOLD HARMLESS AGREEMENT (PART OF SPECIAL EVENT APPLICATION)

The City of Oviedo hereby advises the applicant that the activities that are part of the special event plans of the applicant may give rise to liability of diverse types and natures. The use of the word “City” herein means and includes the government of the City and its officials, officers, employees, agents, servants, invitees and guests. The City is not responsible for any events that are not specifically sponsored by the City. Approval of a special event is not acceptance of the event as a City -sponsored event. Thus, the applicant is advised to ensure that, beyond providing for insurance relative to its own activities, it would be prudent for the applicant to resolve all insurance needs with the participants, vendors, etc., that relate to the event in all respects. The applicant must, of course, adhere to all City requirements relative to providing the City with requisite insurance at required levels and scopes of coverage with the City being named as an additional insured and not a mere certificate holder.

The applicant shall take all precautions for the safety of and will provide reasonable protection to prevent damage, injury or loss to all persons and property in association with the special event.

The applicant shall comply with all laws, ordinances, rules, regulations and other orders regarding the safety of persons or property, or their protection from damage, injury or loss with regard to the special event.

The applicant shall be responsible to ensure that all trademark and copyright laws and all other laws relating to intellectual property rights are adhered to in every respect.

In any emergency affecting the safety of persons or property, the applicant shall act with care and discretion to prevent threatened damage, injury, loss or death.

The applicant shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising out of or resulting from the event. Accordingly, the undersigned of her/himself and any and all derivative claimants, of whatsoever type or nature or relationship, understands that the City and its officials, officers, agents and employees, assume no liability whatsoever for any loss that may result from the special event in any way whatsoever to include, but not be limited to, any personal injury or property damage or loss that the undersigned, or any of its agents, employees, participants, vendors, or derivative claimants, may cause or suffer, of whatsoever type or nature or cause, as a result of, or associated with, the special event.

In consideration of, and as an inducement for, the City approving the special event application, the undersigned, as an individual and for the applicant and any and all derivative claimants including, but not limited to, any and all heirs, assigns, executors, beneficiaries, administrators, and any and all other claimants or legal representatives of whatsoever nature or relationship, do hereby forever fully release, remiss, indemnify, acquit, forever discharge, and hold harmless and blameless, the City from, against and for any claims relating to losses described above or otherwise contemplated by law in any respect; the activities that relate, in any way, to the special event; personal injury or property damage, of whatsoever type or nature, that arise, in any way from the special event; and any all damages or losses however claimed or asserted or cognizable under law that any claimant may suffer or cause as a result of, directly or indirectly, the special event. I recognize and assume any and all risks, known or unknown, relating to the special event and covenant on behalf of myself and all derivative claimants, as aforementioned in every respect, not to sue the City.

Should the City be sued as a result of the special event in any way or manner, the applicant shall be notified of such suit and, thereupon, the applicant shall have the duty to defend the suit and the City. Should judgment be awarded against the City in any such case, the applicant shall forthwith pay the same and relieve the City of any obligations relating thereto. The City shall not be liable in any respect or in any nature.

The applicant does hereby waive, release and agree to indemnify and hold harmless the City and its officials, officers, agents and employees for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of the City and its officials, officers, agents and employees arising from my participation in activities. The applicant assumes all risk of injury, liability, and loss arising from any participation or presence at said activity by the Applicant or others. The applicant acknowledges that the City will not assume any costs relating to any injury while the applicant is involved in any activity.

This document is in consideration of the City permitting the applicant's participation in the activity or program at issue. The applicant freely and voluntarily assumes all risk of loss or injury arising from the activity whether due to the applicant's negligence, or the negligence or intentional acts of others. I acknowledge that, absent this document, the

City would not have offered the applicant access to the activity because of unacceptable exposure to civil liability claims, or the expense of providing a program that is risk-free.

By signing this waiver, the applicant agrees to indemnify any and all officials, officers, agents and employees of the City for any and all damages which result from any and all acts or omissions, including negligence, in whole or in part, on the part of any City official, officer, agent or employee.

Should the applicant receive notice, in any way, of any suit or claim arising from the special event, the applicant shall promptly advise the City in writing.

Having read and understood this document the undersigned signs it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which the applicant might otherwise be entitled if any person is hurt or suffers loss during any part of the activity.

**YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT.
YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS.
YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU
DO NOT FULLY UNDERSTAND THIS DOCUMENT**

Applicant Signature
Print Name: _____
Date: _____

Signed in the presence of
the following witnesses:

Witness Signature
Print Name: _____
Date: _____

Witness Signature
Print Name: _____
Date: _____