

Town of Indialantic
SPECIAL EVENT REQUEST

216 Fifth Avenue, Indialantic, Florida 32903, ATTN: Victoria

Fourteen (14) days prior to the scheduled event

***Review Town Code of Ordinances Sec. 13-3 and/or
Sec. 5-8 at www.indialantic.com**

APPLICANT _____ PHONE _____ DATE _____

BUSINESS NAME _____

BUSINESS ADDRESS _____

EVENT LOCATION (i.e. east side of building, etc.) _____

EVENT DATE START _____ END _____

TIME OF EVENT START _____ END _____

PURPOSE OF REQUEST

SPECIAL EVENT _____

GRAND OPENING _____

STORE ANNIVERSARY _____

TYPE OF MERCHANDISE DISPLAYED/SET-UP (include a separate sheet of paper with a diagram of dimensions indicating where the items will be displayed/set-up)

Per Indialantic Code Section 13-3(c)(2) and/or 5-8, submit a copy of liability insurance in the amount of at least \$200,000 per person/\$300,000 per occurrence. The Town of Indialantic shall be listed as “additionally insured” for the date(s) of the event. The policy shall be non-cancelable without at least ten (10) days written notice to the Town prior to cancellation.

1. Insurance paperwork will be submitted with application before process will begin.
 - a. Additional Insured- Designated Person Or Organization
 - b. Certificate of Liability Insurance
 - c. Common Policy Declarations (ie Declarations Page)

**Town of Indialantic
216 Fifth Avenue
Indialantic, FL 32903**

2. Provide letter on Company/Sponsor/Organization letterhead:
“indemnify and hold harmless the Town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any special event”.

FOR OFFICE USE ONLY

Permit for this event is APPROVED _____ DISAPPROVED _____

With the following reasons: _____

Code Enforcement Officer/ Building Official

Fire Chief

Public Works Director

Town Manager

Police Chief

Administrative Assistant

Mailed _____ PD/FD _____ Filed _____

THIS PERMIT MUST BE POSTED DURING SPECIAL EVENT

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216 Fifth Avenue
Indialantic, FL 32903

- 2. Need to provide letter on Company/Sponsor/Organization letterhead:

“indemnify and hold harmless the Town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any special event”.

Sec. 13-3. Display of goods.

(a) Except as otherwise permitted by this section, every use customarily conducted within a building shall be conducted in a building enclosed on all sides with permanent walls. Unless a permit is obtained pursuant to this section, the sale or display for sale of goods, wares, merchandise, products, services, or material related to services, beyond the confines of such walls shall be prohibited. The display for sale of goods, wares, merchandise, products, services, or material related to services, as part of a sign permitted by the town code shall be excepted from the prohibitions of this sub-section.

(b) Sidewalk sales generally authorized. In the “R-P,” “C,” “C-1,” “C-2,” and “SC” zoning districts, a general permit for sidewalk sales is hereby authorized and issued for sidewalk sales meeting the following standards:

(1) No sidewalk immediately adjacent to a public right-of-way shall be completely blocked nor shall the flow of pedestrian traffic on any sidewalk be blocked, by merchandise, dress carts, tables, displays, or any other form of support, used in a sidewalk sale.

Cross references—Obstructing drainage, 10-7; drainage onto streets or property of another, 10-8; operation of vehicles with tar pots attached, 15-6; trees and shrubs, Ch. 16; council permission required for streets, driveways, 17-96; obstructions to vision at street intersections, 17-97.

(2) If the Town permits a sidewalk sale to occur such that any part of it is within the public right-of-way or on public property, all vendors are liable for and shall in writing indemnify and hold harmless the Town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any sidewalk sale. Prior to engaging in a sidewalk sale, the vendor shall present to the Town a copy of a liability insurance policy in the amount of at least \$200,000 per person/\$300,000 per occurrence insuring the vendor and the Town, as an additional insured. The policy, paid for by the vendor, shall be written by a company authorized to write insurance within the State of Florida and shall be rated as a standard company rated at A+ or better by A.M. Best’s Rating Guide or equivalent specifications as approved by the town manager. The policy shall be non-cancelable without at least ten (10) days written notice to the town prior to cancellation.

(3) Banners, pennants, and national flags as permitted by Chapter 17 may be permitted as part of the display. No flashing, moving, or intentionally moving signage shall be permitted. No lights of any type are permitted to be used as any part of an advertisement or display at a sidewalk sale. All provisions relating to signage in Chapter 17 shall be adhered to as part of any special event or sidewalk sale; and

(4) Except as provided in sub-section (c) below, sidewalk sales shall only be held on dates pre-approved by resolution of the town council. The town council is hereby authorized, but shall not be obligated, to from time to time approve or revise by resolution a listing of dates for sidewalk sales.

(c) Special events, grand openings and store anniversaries. In the “R-P,” “C,” “C-1,” “C-2,” and “SC” zoning districts, the town manager is hereby authorized to issue special permits for sidewalk sales, if the application meets all of the following standards:

- (1) No sidewalk sale immediately adjacent to the public right-of-way shall be completely blocked nor shall the flow of pedestrian traffic on any sidewalk be blocked by merchandise, dress carts, tables, displays, signs or any other form of support used in a sale or special event;
- (2) If the Town permits a sidewalk sale or special event to occur such that any part of it is within the public right-of-way or on public property, all vendors are liable for and shall in writing indemnify and hold harmless the Town for any injury (including death) to person or property occurring at, or as a direct or indirect result of, any sale or special event. Prior to engaging in a sale or special event, the vendor shall present to the Town a copy of a liability insurance policy in the amount of at least \$200,000 per person/\$300,000 per occurrence insuring the vendor and the Town, as an additional insured. The policy, paid for by the vendor, shall be written by a company authorized to write insurance within the State of Florida and shall be rated as a standard company rated as A+ or better by A.M. Best's Rating Guide or equivalent specifications as approved by the town manager. The policy shall be non-cancelable without at least ten (10) days written notice to the town prior to cancellation;
- (3) Banners, pennants, and national flags as permitted by Chapter 17 may be permitted as part of the display. No flashing, moving, or intentionally moving signage shall be permitted. No lights of any type are permitted to be used as any part of an advertisement or display at a sale or special event. All provisions relating to signage in Chapter 17 shall be adhered to as part of any special event or sidewalk sale;
- (4) The sidewalk sale or special event will not be adverse to the public interest;
- (5) The permit is for the purpose of a special event; and
- (6) Duration. No sidewalk sale for a business entity exceeds a period of seven (7) consecutive days, and in no event shall any business entity be issued a special permit for more than a total of thirty-six (36) days of sidewalk sales during a calendar year period;
- (7) "Special events," as that term is used in this section, shall include but not be limited to extensive re-modeling of a business entity, annual town art shows, special sales conducted by a business entity, a business entity grand opening, a business entity anniversary, an open house for a business entity, events related to town recognized holidays, or other similar events.
- (d) As used in this section, the term "sidewalk sale" shall be defined as set forth in Section 17-4.
- (e) For storefronts in the C-2 zoning district having 70 feet or less of total street frontage; merchandise may be permitted to be attached to a building or a freestanding pole mounted to a wall or to the ground, subject to the following controls:
 - (1) Merchandise shall not contain any advertising signage relating to the name of the business displaying the items.
 - (2) The size of each displayed article shall not exceed 12 square feet with a maximum dimension on any single side of 6 feet.
 - (3) Merchandise displays shall be limited to a total of one item per 4 feet of store frontage.
 - (4) No display shall extend above the roof of storefront.
 - (5) Any outdoor display of merchandise authorized pursuant to this chapter must be of the type and nature sold inside the business.

As of 03/28/13 CWC/vmtm