

CELEBRATION CDD EVENT USE APPLICATION

Applications for use must be filed not more than one hundred eighty (180) days before and not less than thirty (30) days before the date and time at which the proposed event/program is intended to occur, provided, however, that for good cause shown, the Celebration Community Development District ("CCDD"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. The CCDD may, after due consideration for the date, time, place, and nature of the event/program, the anticipated number of participants, and the necessity for CCDD services which will be required in connection therewith, elect to reject or approve this Application. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Application.

PLEASE TYPE OR PRINT IN INK

Name of Applicant: _____

Mailing Address: _____ Phone: _____

Email: _____

Contact Person (name and title): _____

Mailing Address: _____ Phone: _____

Email: _____

Date of event/program: _____ TIMES—Start: _____ End: _____

Nature of event/program (including the type(s) of activities which will occur during its conduct): _____

How does the event/program benefit the constituents of the CCDD? _____

Number of people and vehicles expected to attend: _____

Area(s) to be used (attach sketch and/or legal description): _____

Will any sidewalks be closed? If yes, attach sketch to identify location(s): _____

Will any CCDD utilities (electric, water, reuse, wastewater) be needed? _____ If yes, describe use: _____

Setup will begin at said area(s) at approximately (time) _____ and will be completed at (time) _____

People will begin arriving at said area(s) at approximately (time) _____ and will be dispersed at (time) _____

Equipment and apparatus proposed to be utilized in connection with the event/program (i.e., tables, sound system, props): _____

Provider or description of debris and trash removal: _____

Will any goods or services be sold? _____ If yes, describe: _____

FEES: Applicant has included with this Application the required Special Event Deposit. Further, Applicant agrees that additional fees and expenses may be incurred by the Applicant in accordance with the CCDD Special Event Policy.

AGREEMENT: By submission of this Event Use Application, the Applicant acknowledges that it has received a copy, has read and understands the CCDD Special Event Policy, and agrees to abide by such policy.

Signed by Applicant:

Date: _____

(Insert name of organization if applicable)

Witness: _____

Print Name: _____

Signature

Print Name: _____

Witness: _____

Print Name: _____

Title: _____

EVENT USE AGREEMENT

Celebration Community Development District, a Florida community development district ("CCDD") hereby grants permission to the applicant ("Applicant") named on the attached EVENT USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Special Event"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions, and provisions contained herein. The terms, conditions, and requirements of the CCDD's Special Event Policy are incorporated into this Agreement. **Applicant acknowledges that it has received a copy of the CCDD Special Event Policy, has read and understands the policy, and agrees to comply with all terms and requirements of the CCDD Special Event Policy.**

1. **General Compliance:** The CCDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other policies, statutes, and regulations applicable to Applicant.
2. **Right to Terminate:** CCDD reserves the right to, immediately and without notice, terminate the Special Event if there shall be any violation of the terms, conditions, or provisions of this AGREEMENT, or, if in the judgment of CCDD or Osceola County, there is a reasonable likelihood that continuation of the Special Event will put life or property at risk of injury or damage.
3. **Indemnification:** Applicant shall indemnify, defend, and hold harmless the CCDD and the officers, supervisors, agents, employees, and assigns of the CCDD from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees, and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions, and/or provisions of this AGREEMENT.
4. **Sovereign Immunity:** Nothing herein shall cause or be construed as a waiver of the CCDD's sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. **Compliance with Law:** Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances, and other legal requirements applicable to Applicant's and Applicant's Representatives use of the Area.
6. **Damage to Property:** Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. CCDD shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property. The CCDD shall send an invoice to the Applicant following the Special Event, and Applicant shall make payment to the CCDD within fourteen (14) days of the Special Event.
7. **"As Is" Condition:** Applicant accepts the use of the Area in its "as is condition." The CCDD shall have no obligation to make any changes thereto. The CCDD shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
8. **Rules and Regulations:** Applicant and Applicant's Representatives shall comply with the CCDD's Special Event Policy, as well as the following requirements:
 - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CCDD by any other person or entity including, without limitation, creating any objectionable noise, sound, or odor.
 - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
 - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
 - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
9. **Right to Use Only:** This AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Area as and when provided above.
10. **Other Conditions:** Depending upon the nature of the Special Event and the Area, the CCDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Area:
 - a) Additional Certificate of Insurance (form, type, limits, and coverage approved by CCDD) with respect to the Area and the Special Event;
 - b) Security appropriate for the Special Event and the Area;
 - c) Additional bond or deposit to cover cleanup/repair costs;
 - d) Payment of professional fees related to the review of the Application and/or fees to cover costs incurred by the CCDD during the Special Event; and/or
 - e) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Special Event.

Signed by Applicant:

By: _____

Name: _____

Title: _____

Date: _____

Witness: _____

Print Name: _____

Approved by: **CELEBRATION COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Witness: _____

Print Name: _____

ADDITIONAL RULES AND REGULATIONS FOR EVENT

1. Applicant shall provide its own sanitary facilities in accordance with applicable regulations or reasonable requirements of the CCDD.
2. No permanent structures are permitted within the Area.
3. No digging activities are permitted within the Area.
4. Site shall be restored as closely as possible to the original condition through grading and sodding of Area used. Clearing of small plant material is unacceptable.
5. Applicant shall provide written confirmation to the CCDD that coordination and notification have been made with all utility systems within the area.
6. Applicant shall coordinate all activities with the CCDD's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
7. Applicant shall notify the CCDD of sidewalk closures.
8. Applicant must obtain appropriate permits from Osceola County related to the work associated with this permit.
9. The Celebration Community Development District shall be named as additional insured on applicant's general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit occurrence, protecting it and the CCDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Special Event. A copy of the insurance certificate shall be provided to the CCDD at least fourteen (14) days prior to the Special Event or the commencement of any work related to the permit or the Special Event.
10. Applicant shall not use the CCDD's utilities (electric, water, reuse, wastewater) for any purpose without previous consent from the CCDD.
11. Applicant shall protect stormwater system from any infiltration of chemicals or debris.
12. Applicant shall provide all trash and debris removal.
13. Applicant shall maintain all trash receptacles on CCDD property during the Special Event and shall leave all trash receptacles empty and clean after the Special Event.
14. There shall be no sale or service of ALCOHOL on CCDD property.
15. Applicant shall repair any damage to the shade structures after the Special Event. This includes stucco repairs, painting, light fixtures, etc.
16. Applicant shall at all times comply with the provisions of the Special Event Policy as may be amended from time to time.

Applicant agrees to abide by all requirements and stipulations as noted above:

Signature: _____

Print Name: _____

Title: _____

Date: _____