



Abacoa Property Owners' Assembly, Inc.

APPLICATION FOR SPECIAL EVENT

- This application is required for any events including Abacoa road closures of: Central Boulevard, Main Street, University Boulevard.
- Submittal of this application does not guarantee approval for the event
- Please make sure that you fill this application out completely and provide your application fee.
- A security deposit may be required after reviewing the application.

EVENT INFORMATION

Name of Event: _____

Event Date & Time _____

	Date	Time:	Begin	End
Event Day 2 - _____				
Event Day 3 - _____				

Road Closures: Main St. University Blvd. Central Blvd.

Set-Up for the event will begin on (date) _____ at (time) _____

Break-Down will be complete on (date) _____ at (time) _____

- High impact events outside of these scopes may require further Town of Jupiter Permitting.
- Closures of University Blvd., Main Street or Central Blvd. will require involvement of the Jupiter Police Department. Please contact JPD for more information.

Organization producing the event: (Continued)

For Profit / Non-Profit / Governmental / Neighborhood Association

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Contact Person Name: _____

Phone Number: _____ Cell: _____

Phone number you want the public to contact for more information: _____

Detailed description / purpose of the event:

Number of years the event has taken place in Abacoa?

Is the event produced in other cities? If yes, what cities? _____

Give two references:

Name: _____ Name: _____

Phone #: _____ Phone #: _____

Will there be road closures: Yes/No (If yes, please identify below)
Main Street From: To:
Central Boulevard From: To:
University Boulevard From: To:
Estimated number of participants:
Additional Parking Required: Yes/No
Will admission or other fees be charged? Yes/No (If yes, indicate the cost per person. Additional fee may be required)
Will alcoholic beverages be served/sold? Yes/No (If yes, attach a copy of state license or application form. Additional permit maybe required.
Will any signs be associated with this event? Yes/No If yes, indicate location on site plan. Additional permit may be required.
Will electricity be needed? Yes/No
Will a generator be used? Yes/No
Will any temporary tents be used? Yes/No (If yes, indicate size and location on the attached site plan)
Will you be using a valet service? Yes/No (If yes, valet company must provide proof of insurance naming all of the entities listed below as additional insureds.)
Will food be served? Yes/No
Will music be provided? Yes/No (If yes, what type of music? Sound amplification shall conform to Jupiter Municipal Code Section 13-125 Exterior Noise.)
Proposed hours of play?
Name of sound company?
Will you be fencing your event? Yes/No (If yes, mark fenced area on site plan.)
Will you be erecting a stage, ticket booths? Yes/No (If yes, what is planned? Please include these on your site map.)
Will your event include amusement rides or children's games? Yes/No If yes, what kind? (All amusement rides must be approved by the State.)
How will garbage collection be accommodated? Additional dumpsters may be required.
How will sanitary sewer be accommodated? Additional port-o-lets may be required.
How will you be handling security for the event?
Will Abacoa Town Center merchants be included in this event? Yes/No
What type of promotion/advertising do you have planned for your event?
Will you include newspaper? Yes/No (If yes, name of newspaper?)
Will you include magazines? Yes/No (If yes, which magazines?)
Will you include radio? Yes/No (If yes, name of radio station(s))
Will you include television? Yes/No (If yes, name of television station(s))

STATEMENT OF USE:

A statement of use giving a detailed description of the event and proposed road closures must accompany the application.

INSURANCE REQUIREMENTS:

1. The special event organizer shall indemnify and hold the Abacoa Property Owners’ Assembly, Inc. harmless from any and all claims, suits or actions, damages or causes of action arising because of the special event.
2. The Applicant is required to have a General Liability insurance policy listing the Abacoa Property Owners’ Assembly, Inc. as additional insured on the policy. Limits must be a minimum of \$1,000,000 each occurrence/\$2,000,000 aggregate for Commercial General Liability.
3. If the Vendor and/or contractor is providing alcohol for any event taking place in the Abacoa Town Center location and are selling and/or serving alcohol, they are required to provide Liquor Liability in an amount of \$1,000,000 with a \$2,000,000 aggregate with an umbrella/excess limit of at least \$5,000,000. Certificates of Insurance naming *Abacoa Town Center Phase I Property Owners Association, Inc., Abacoa Town Center Master Property Owners Association, Inc., Abacoa Property Owners’ Assembly, Inc., The Village at Abacoa Condominium Association, Inc., T HTC Abacoa FL LLC, T MET Abacoa FL LLC and Lang Management Company* as additional insureds must be provided.
4. Proof of insurance is due no later than two weeks (14) days prior to the event date.
5. The APOA Board reserves the right to waive or require additional insurance to approve the event.

- **Abacoa Property Owner’s Assembly, Inc.**
1200 University Blvd., Suite 102
Jupiter, FL 33458
- **Abacoa Town Center Phase I Property Owners Association, Inc.**
c/o CN Enterprises, Inc.
PO Box 1326
Jupiter, FL 33468
- **T HTC Abacoa FL, LLC**
T MET Abacoa FL, LLC
16600 Dallas Parkway, Suite 300
Dallas TX 75248
- **Abacoa Town Center Master Property Owners Association, Inc.**
c/o Versa Property Management
661 University Blvd., Suite 200
Jupiter, FL 33458
- **The Village at Abacoa Condominium Association, Inc.**
4798 South Central Blvd.
Jupiter, FL 33458
- **Lang Management Company**
790 Park of Commerce Blvd., Suite 200
Boca Raton, FL 33487

CANCELLATION POLICY:

Cancellation request must be submitted in writing.

The entire deposit will be refunded if cancelled within fourteen (14) days after submission of application. Fifty percent (50%) of the deposit will be returned if the event is cancelled fifteen (15) days after submission and thirty (30) days prior to the first date of the event.

No deposit refund will be paid if the event is cancelled within thirty (30) days of the first date of the event.

EVENT GUIDELINES/FEDERAL, STATE, COUNTY AND CITY REGULATIONS

Event applicants must obtain all necessary permits from the Town of Jupiter and any other pertinent governing agencies. (ex. ABT for alcohol, FAA for high flying objects etc.) Applicant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations.

SITE CONDITION

Any areas affected by this event, to include: Amphitheater, surrounding street, sidewalks, all three parking garages and grassy fields north of Roger Dean Stadium must be left in clean condition or cleaning fees will be deducted from the Security Deposit. Post event pressure cleaning on amphitheater square and sidewalks is required and the responsibility of the promoter. Please make sure event site is free of trip hazards. All extension cords must be taped down. Also monitor areas that could cause extreme congestion. Try to set up the event so that people have the ability to move around easily as possible.

GARBAGE COLLECTION AND SANITARY SEWER:

It is the responsibility of the event organizer to provide adequate staffing for garbage collection and event cleanup during the hours of the event; additional port-o-lets may be required.

PARKING

No closing of public parking garages/spaces without written permission.

ENTERTAINMENT

No music will be permitted earlier than 10 a.m. or later than 10 p.m.

Event organizer is solely responsible for all contracts or agreements of any nature for entertainment for the event. All contracts or agreements of any nature shall be negotiated by event organizer and secured at the sole expense of the event organizer. Town Center Phase I Property Owners Association shall not be named as a party in any contract for goods and/or services provided in conjunction with the event. Event organizer represents and warrants that it shall have all necessary performing rights and licenses (BMI/ASCAP) and shall ensure that all performance payments required to be made under such licenses are made promptly and directly to the licensing organizations.

SIGNAGE

Any signs to be placed on any other property outside of Town Center Phase I jurisdiction must get approval to post from the appropriate entity. Locations of signs within the Town Center Phase I property must be approved by management company prior to signs being erected. Concessionaires and vendors participating in the event may not have handwritten or unsightly signage. Management Company reserves the right to ask organizer to remove any signage it may deem inappropriate.

SANITARY AND FOOD REGULATIONS

Sanitary and food facilities shall be provided by the event organizer in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Palm Beach County Health Department. Event organizer agrees to ensure that any and all grease and food waste remaining after the event by food vendors shall be properly disposed of in accordance with any applicable ways. In the event organizer fails to properly dispose of the grease, the Management Company will charge event organizer for the cost

SECURITY

Security must be present at every event, either Jupiter Police Department or private security. It is the event organizer’s responsibility to contact Town of Jupiter Police and Palm Beach County Fire Rescue to assure proper security and safety measures are in place.

SALE/SERVING OF ALCOHOL

Any concessionaire desiring to sell or serve alcohol will obtain their own special permit directly from the Town of Jupiter. Service of alcohol is permitted until 8 p.m. Any event which includes the service of alcohol after 8 p.m. shall require a special event permit. There are certain events that have been pre-authorized by the Town of Jupiter according to Resolution # 40-06 to serve alcohol until 10 p.m.

FINAL SITE MAP

A final site map to include all structures to be utilized in the event including tents, concession area, restrooms, dumpsters, stage, entrances/exits, and fence lines. Please make a list of the vendors that will be at your event with corresponding numbers on the tents/location. This map should be as extensive as you can. Due two weeks before the event.

CELL PHONE AND HOME NUMBERS OF ORGANIZERS

Cell phone number and home numbers of the event organizers are required to be given to the management company. These numbers will be used to contact the organizer if the need should arise.

DISCRIMINATION CLAUSE

Event organizer and its concessionaires shall not discriminate against any vendor, concessionaire, employee, patron, visitor, attendee or customer because of sex, age, race, color, religion, ancestry, national origin, sexual orientation, or disability.

CONCESSIONAIRE RIGHTS

Abacoa Town Center merchants shall have the right of first refusal to provide concessions for food/goods that directly compete with their business. Event organizers have the right to set a time limit for merchant to respond.

BANNER RESERVATION

The APOA's receipt of the Banner Reservation Request form doesn't guarantee your requested locations are available.

SUBMISSION DEADLINES:

- One (1) to four (4) events, including high impact events: **90 days prior to event**
- Proof of Insurance: **14 days prior to event**

The Applicant ("Applicant") shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Event. Applicant shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees performing or working at the Event, and all members of the public attending or participating in the Event and other persons who may be affected thereby, and (2) any property at the site or adjacent thereto. Applicant shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority in any way related to the Event.

To the fullest extent permitted by law, the Applicant shall indemnify and defend, and hold harmless Abacoa Property Owners' Assembly, Inc. its agents, members, employees, officers and directors (hereafter collectively referred to as "Association") from and against all claims, damages, losses and expenses, including without limitation attorneys' fees and court costs, arising out of or in any way resulting from the Event, regardless of whether such claim, damage, loss or expense is caused in whole or in part by Applicant, or its agents, employees, contractors, subcontractors, or anyone directly or indirectly employed by any of them ("Indemnifying Parties"). Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Association, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Parties under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The Applicant shall promptly remedy all damage or loss to any property arising out of or in any way related to the Event. This provision shall survive the termination or expiration of the Event or any other Agreement between Association and Applicant.

To ensure your application is processed, please check that you have included the following items:

- Completed Application
- Site Map
- Application Fee Made Payable to: Abacoa Property Owners' Assembly, Inc.
- Statement of Use

Please send event application, corresponding fees and site plan to:

Abacoa POA
1200 University Blvd., Suite 102, Jupiter, FL 33458
561-624-7788
abacoaadmin@langmanagement.com

ABACOA POA PAYMENT TERMS:

Non-refundable

High Impact event processing fee applies to events held on University Blvd., Central Blvd. or Main St.

Event Fee Made Payable to: Abacoa Property Owners' Assembly

Due with Application

- One Day Event Fee: \$100
- Races: \$100
- Multi-Day Festivals: \$250

Abacoa Town Center Phase I requires a separate application. For additional information, please contact the Abacoa Town Center Events Coordinator at abacoatowncenterevents@gmail.com.

A special event fee will be imposed. This fee is based on a point system. An assessment will be made based on the information given in the application. Fees can range from \$100 to over \$2,000. (Time of year, location, length of the event, time of the event, type of event, non-profit vs. for profit, alcoholic vs. non-alcoholic, one site vs. many sites, tickets event vs. free event, road closure vs. no road closure.

REQUIRED SIGNATURES

My signature on this document affirms that I understand, have received a copy of, and will comply with, the provisions and regulations of the Property and the Event Guidelines contained herein. I further certify that all of the information contained in this application and all documentation submitted herewith is true.

Signature of Applicant

_____ Date: _____

Signature of Applicant

_____ Date: _____

Signature of Abacoa POA

_____ Date: _____