



Florida Department of Environmental Protection  
**SHORT TERM SPECIAL EVENT PERMIT**

Required Signatures: **Adobe Signature**

DEP Contract # \_\_\_\_\_

Upon payment of the proper fees, the Florida Department of Environmental Protection (Department), grants the following named Permittee the authorization to establish one point of sale in the below indicated Florida State Park for the dates specified herein.

Permittee:

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Entity name as recorded with the Department of State or if it is an individual, please list.

\_\_\_\_\_  
The entity or individual is organized as one of the following: a sole proprietorship, Florida Corporation, limited liability company, foreign corporation (out of state but registered in the state of Florida), entity or individual(s) d/b/a (insert fictitious name only if registered in Florida), partnership (if registered in Florida), or joint venture.

\_\_\_\_\_  
Business Headquarters' (Principal) Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Website

\_\_\_\_\_  
FEID # (or Social Security, if no FEID #)

\_\_\_\_\_  
Tax revenue number required for sales. If you do not have a Tax Revenue Number, a temporary one must be obtained for the Event.

1. This Permit is issued for \_\_\_\_\_, hereinafter referred to as the ("Park"), for \_\_\_\_\_, hereinafter referred to as the ("Event").
2. This Permit is valid for \_\_\_\_\_ day(s) on the following dates: \_\_\_\_\_. The Permittee agrees that operating hours shall be \_\_\_\_\_ until \_\_\_\_\_ daily. Any deviation from these hours shall be pre-approved in writing by the Park Manager.
3. The products or services to be provided under this Permit are:

(Events, Festivals, Contests, Boat Shows, Parades, Surfing Contests, etc.) In the case of crafts, the Permittee agrees to provide only crafts of good quality which are authentic Florida crafts and relate to the State Park system and any historic period or theme depicted by the Event.

4. The exact location, within the Park, for the Permit operation shall be mutually satisfactory to the Park Manager and the Permittee. The location is depicted on **Attachment A**, which is attached hereto and incorporated herein. If a mutually agreeable location cannot be reached, the Bureau of Parks District Chief of the District in which the Park resides shall make the final decision. The Park Manager, at his discretion, will require the Permittee to furnish after hours security at the Permittee's expense. The person or company providing security shall be subject to approval by the Park Manager.
5. If an impasse between the Park Manager and the Permittee arises over implementation of this Permit, the final decision shall be made by the Bureau of Parks District Chief of the District in which the Park resides.
6. Prior to commencement of business under this Permit, the Permittee shall provide to the Department copies of all local, state, and federal licenses and permits required to operate the Event.
7. The Permittee agrees that as consideration for the privilege of operating in the Park under this Permit, the Permittee shall pay the Department a fee of \$\_\_\_\_\_, plus State and County Taxes as applicable. The Permittee shall remit payment of the fee to the Park Manager, prior to the Permit starting date.
8. Permittee is required to report any revenue or income to the Department of Revenue for applicable Sales tax. Sales and Use Tax Returns may be obtained at a local tax office or at the Florida Department of Revenue, Distribution Center, 168A Blountstown Highway, Tallahassee, FL, 32304 – 3761, or by telephone, 800-352-3671, or by the internet at <http://dor.myflorida.com/dor/>
9. The Permittee shall comply with all rules and laws governing the operation of the Park, including Chapter 258, Part I, Florida Statutes (<http://www.leg.state.fl.us>), and Chapter 62D-2, Florida Administrative Code (<https://www.flrules.org/Default.asp>). The Permittee shall not alter or damage the Park's natural or cultural resources in any way by the support or operation of Permit activities, and the Permittee shall be responsible for and shall fully repair all damage to Park facilities and resources which may result from any support or operation of activities under this Permit.

10. The Permittee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances in providing goods and services under this Permit. The Permittee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Permittee further agrees to include this provision in all subcontracts issued as a result of this Permit.

11. The Permittee shall be responsible for ensuring compliance with the Americans with Disabilities Act (“ADA”) for Permit-related activities conducted in the Park. The Permittee shall provide reasonable accommodations for persons with disabilities, which includes reasonable accommodations and access to the Event, including programs and/or activities that the Permittee offers to the public. The Permittee shall make its accessibility and inclusion policy available to employees and the public during the term of this Permit. The Permittee shall provide the name of its Accessibility and Inclusion Liaison to the Park Manager upon execution of this Permit. The Division’s Accessibility and Inclusion Coordinator may be reached at (850)245-3076.

12. The Permittee, its employees, representatives or agents shall not discriminate, by segregation or otherwise, against any person on the basis of race, color, religion, sex, national origin, age or disability in its performance under this Permit.

13. The Permittee shall ensure that all employees of the Permittee will display a courteous, friendly, and helpful attitude. All Permittee employees shall be identified with the Permittee's company uniform or shirt, nametag, and shall have a neat and clean appearance.

14. The employment of unauthorized aliens by any Permittee is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Permittee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Permit by the Department. The Permittee shall be responsible for including this provision in all subcontracts issued under this Permit.

15. The Department shall conduct a sexual predator and sexual offender check on the Permittee’s Permit Manager and its officers prior to executing a Permit. No person on either the sexual predator or sexual offender list maintained by the Florida Department of Law Enforcement (“FDLE”) shall be employed within the Park. The Department has the right to conduct criminal background checks and additional sexual predator and sexual offender checks during the life of this Permit. The Permittee shall perform sexual predator and sexual offender checks on its employees, prior to the execution of this Permit, and shall keep a copy of such records in their personnel files that will be accessible by the Department during the Permittee’s regular office hours.

16. Pursuant to Chapter 119, Florida Statutes, all documents, papers, letters, or other printed, written, or recorded material prepared in conjunction with or as a result of this Permit is a public record, except for such records that are exempt under Chapter 119, Florida Statutes or other statutory provision and Article I, section 24(a) of the Florida Constitution. All public records may be inspected or copied by any member of the public at any reasonable time. Additionally, such records may be audited by the State of Florida Auditor General or other authorized government agency. This Permit may be unilaterally canceled by the Department for refusal by the Permittee to allow public access to all documents, papers, letters, or other materials made or received by the Permittee in conjunction with this Permit, unless the records are exempt under Chapter 119, Florida Statutes or other statutory provision, and Article I, section 24(a) of the Florida Constitution. Park visitors’ and Permittee employees’ social security numbers, bank account numbers, and credit or debit card numbers are not public records and shall be protected and redacted from any records shown or given to the public.

17. The Permittee hereby grants the Department permission to take and use photographs, audio, video or digital recordings made of the Event, the products and performances held at the Event, the Permittee’s employees, and the Permittee’s subcontractors for publicity, promotional purposes, or other Department purposes. Any exceptions to this paragraph will be considered by the Department, in the event that the Permittee submits a

written request to the Park Manager prior to the event start date, as stated in paragraph 2 of this Permit. The agreed upon exceptions will be summarized in a written letter from the Park Manager to the Permittee's contact person who is listed in paragraph 19 of this Permit.

18. This Permit is not intended nor shall it be construed as granting any rights, privileges, or interest in any third party without prior written permission of the parties hereto.

19. All notices as provided herein, including notices of termination, shall be deemed sufficient if they are sent by mail, hand-delivery, or other professional delivery service to the following addresses:

Permittee Registered Agent:

Name:		
Mailing Address:		
City:	State:	Zip:
Physical Address:		
City:	State:	Zip:
Telephone:	Fax:	
Email:		

Department:

Name:		
Address:		
City:	State:	Zip:
Telephone:	Fax:	
Email:		

Bureau of Parks District Chief:

Name:		
Address:		
City:	State:	Zip:

The parties agree to provide notice to the other within thirty (30) days of any change to the above-stated contact, and the Permittee shall also inform the Department within thirty (30) days of any change to its name, business organization, ownership, address, Registered Agent, or other contact information.

20. This Permit has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Permit shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Permit shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Permit. Any legal action hereon or in connection herewith shall be brought in Leon County, Florida.

21. The Permittee assumes all risk in the operation of its business under this Permit and shall be solely responsible and answerable in damages for accidents or injuries to persons or property, whether direct or indirect, arising out of its operations or arising by virtue of the carelessness, negligence, or improper conduct of the Permittee, its officers, employees, representatives, agents or its subcontractors, its subcontractor's employees, representatives, or agents. The Permittee shall save and hold harmless and indemnify the State of Florida, the Department, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees"), and their respective officers, employees, and agents against any and all liability, claims, judgments, or costs of whatsoever kind and nature for injury to, or death of, any person or persons and for the loss of or damage to any property resulting from the use, service, operation, or performance of work under the terms of this Permit, resulting from any act, or failure to act, by the Permittee, its officers, employees, representatives, agents, or its subcontractors, any of its subcontractor's employees, agents, or representatives to the extent allowed by law. The Permittee shall notify the Park Manager within five (5) days of all legal actions filed against the Permittee related to the Park or that may adversely affect or reflect on the Department.

22. The Permittee shall secure and maintain insurance coverage as listed below, covering its operations under this Permit. Such insurance policies shall name the Florida Department of Environmental Protection and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida as additional parties insured. At the time the Permit is executed, the Permittee shall provide the required insurance policy certificates to the Park Manager, and shall immediately undertake to correct any cited deficiencies.

A. Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury, contents of the facility, products, and completed operations. The minimum limits of liability shall be \$500,000.00 each occurrence and \$1,000,000.00 general aggregate.

B. Commercial Automobile Liability insurance. The minimum limits of liability shall cover all vehicles, owned or otherwise, used in the Event allowed under this Agreement, with a minimum combined single limit for bodily injury and property damage of \$300,000, including hired and non-owned liability, and \$5,000 medical payment.

C. To the extent required by law, the Permittee shall be self-insured against, or shall secure and maintain during the life of this Permit, Workers' Compensation Insurance for all of its employees connected with the work to be performed under this Permit and, in case any work is subcontracted, the Permittee shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Permittee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of the employees engaged in hazardous work under this Permit is not protected under Workers' Compensation statutes, the Permittee shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of its employees not otherwise protected.

D. Other insurance required under this Permit shall be insurance for the unique or particular type of operations, recreation, or facilities provided, such as liability for the operation of vessels, horseback riding, water sports, operation of other motorized vehicles, and diving and snorkeling. The Permittee understands that the State of Florida's insurance does not cover the Permittee's personal property or business losses in the Park.

E. The insurance required by this Permit shall provide coverage for all claims that may arise from the services or operations provided under this Permit, whether such services or operations are by the Permittee or anyone directly or indirectly employed by the Permittee. All insurance shall include a Hold Harmless Agreement in favor of the Department and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Permittee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Department's Permit Manager, except for nonpayment of insurance premium, which shall be handled in accordance with Florida law. All required insurance policies shall remain in full force and effect throughout the term of this Permit. Evidence of all policy renewals shall be provided to the Department at the time of every renewal of such policy and prior to any extension to this Permit. The Department reserves the right to request copies of insurance policies for examination and copying. Any releases required by the Permittee's insurer to be signed by members of the public may be used in accordance with applicable law. To the extent releases are used, the release shall also release the Department and the Board of Trustees in addition to the Permittee.

23. This Permit may be terminated by the Department at any time for failure of the Permittee to perform in accordance with the terms and conditions contained herein. This Permit may be terminated by either party with or without cause by providing seven (7) days' advance written notice of such termination. In the event this Permit is terminated and the Event has been advertised and released to the public, the Department shall in its sole discretion, require the Permittee to advertise such Event's cancellation at the Permittee's own cost and expense, unless such cancellation is due to a Force Majeure, which shall be defined as a natural disaster (hurricane, flood, and the like), war, riot or other Act of God.

24. This Permit represents the entire agreement of the parties and supersedes all previous agreements. Any alterations, variations, changes, modifications, or waivers of provisions of this Permit shall be valid only when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Permit.

25. Permittee agrees and accepts the terms and conditions of this Permit by Permittee's signature below.

Insert the Name of the Person Authorized to  
Sign the Permit on behalf of the Permittee:

Department of Environmental Protection/  
Division of Recreation & Parks:

By: \_\_\_\_\_  
Authorized Person's Signature

By: \_\_\_\_\_  
Park Manager as the Department's Designee

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

c: District Bureau Chief

Revised: 05/29/13

This form was approved for use for one (1) year beginning on June 1, 2013 until May 31, 2014, by the Florida Department of Environmental Protection's Office of General Counsel Senior Attorney, Reagan Russell.