RULES AND PROCEDURES FOR
JOE CHILLURA COURTHOUSE SQUARE

Section 1. DEFINITIONS
1.01 Ordinance. Hillsborough County Ordinance 08-17, as amended. Depending on the activity, there may be other County or City ordinances that apply.
1.02 The Park. Joe Chillura Courthouse Square, a Hillsborough County Park in downtown Tampa.
1.03 Special Event. Any reserved use, or a County co-sponsored activity, requiring the use of the Park.
1.04 Public Service. An activity by a charitable organization that contributes a public service to the community, e.g., an event that serves as a fund-raiser for a non-profit organization, or raises public awareness of health and safety issues.
1.05 Advocacy. The act or process of voicing or soliciting support of a cause, e.g., an event of a political or religious nature.
1.06 Vendor. Any individual, firm, partnership, joint venture, syndicate, or other group, or combination acting as a unit, association, corporation, government agency, or religious body, engaged in a performance, or in the sale, exhibition, or distribution of products, services, or information, or in the voicing of or soliciting support of a cause, or in collecting demographic data, from a stationary location on a public street, park or public right-of-way.
1.07 Event Promoter. Any individual or entity who reserves the Park for a special event.

Section 2. RULES OF THE PARK
2.01 Park Hours. Sunrise to sunset
2.02 Skating. Skating, skateboarding, and biking are prohibited within the Park.
2.03 Vending. Vendors must apply for a permit and receive prior approval from Hillsborough County by and through its Real Estate & Facilities Services and Communications & Digital Media Services departments.
2.04 Food Vendors. No food vendors allowed within the Park perimeter. Any food vendors adjacent to the Park must obtain City of Tampa approval and permits. No food preparation allowed within the Park perimeter. Any food for special events must be pre-prepared.
2.05 Amplified sound. Any event or individual utilizing amplified sound must apply for a permit and receive prior approval from Hillsborough County by and through its Real Estate & Facilities Services and Communications & Digital Media Services departments.
2.06 Alcohol. Alcohol and other intoxicants are prohibited.
2.07 Vehicles/Parking. Vehicles may not be operated or parked on the park grounds. Authorized vehicles may load and unload in the designated loading area before and after a scheduled event. Contact City of Tampa Parking Division for reserving of metered parking spaces adjacent to the Park.
2.08 Weapons. Illegal possession of weapons, fireworks and explosives are prohibited.
2.09 Pets. All pets must be leashed and their litter must be removed.
2.10 Portable Toilets. No portable toilets allowed within the Park perimeter. Any portable toilets placed adjacent to the Park must obtain City of Tampa approval and permits.
2.11 No throwing or dispersing of any materials such as rice, confetti, and bird seed.
2.12 Rules Compliance. Any individual or entity using the Park must comply with Hillsborough County Ordinance 08-17, as amended. Further, it is the responsibility of any individual or entity who is using the Park to obtain all necessary City of Tampa approvals and permits, and comply with any and all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State, City, and County governments.
2.13 Authority to Enforce. It is the duty and responsibility of the Hillsborough County Parks, Recreation & Conservation Services Department through its park officials and the Hillsborough County Department of Public Safety/Security to enforce Hillsborough County Ordinance 08-17, as amended, and these rules and procedures for the Joe Chillura Courthouse Square. Additionally, the City of Tampa Police Department and the Hillsborough County Sheriff’s Office have the authority to enforce...
Section 3. SPECIAL EVENTS

3.01 Event Application Submittal and Approval Process. Applications for Special Events must be submitted to the Community Services Program Coordinator for Hillsborough County for review no later than 30 calendar days prior to the event. Hillsborough County by and through the Real Estate & Facilities Services and Communications & Digital Media Services and Parks, Recreation & Conservation Services departments must approve or deny the application no later than 20 calendar days prior to the event. Approval or denial of the application will be based upon compliance with the rules and procedures of the Park as set forth herein. If approved, all paperwork, including but not limited to the signing of the Use Agreement, submission of Proof of Insurance, signing of the Hold Harmless Agreement and payment of all applicable fees, must be completed no later than ten (10) calendar days prior to the proposed Special Event date. Failure to comply will result in the forfeiture of the Special Event date, application fee, and any deposits.

3.02 Special Event Insurance. Prior to operation, persons conducting a Special Event shall provide Hillsborough County with evidence of commercial general liability insurance in the amount of $1,000,000.00 bodily injury and property damage combined single limit each occurrence to cover events. Such coverage shall include premises and operations, independent contractors, products liability, personal and advertising injury and contractual liability coverage and shall cover from setup to break down of the event. All insurance shall be from companies duly authorized to do business in the State of Florida. Insurance coverage must be evidenced by a properly executed Certificate of Insurance on forms which are to be furnished by the County or otherwise acceptable to the County. The Certificate must be manually signed by the authorized representative of the insurance company and must name the County as additional insured as to the operations of the person conducting the Special Event. Thirty (30) days written notice by registered or certified mail must be given the County of a cancellation, intent not to renew or reduction in the policy coverage. The insurance coverage required herein to be primary to any insurance carried by the County or any self insurance program thereof. In the case of another government entity, a letter from the appropriate Risk Management Department, indicating self-insurance must be provided.

3.03 Hold Harmless Agreement. The approved hold harmless agreement form must be executed by the Event Promoter for all Special Events and by vendors using the Park.

3.04 Use Agreement. If a Special Event has been approved, the person conducting the Special Event shall enter into a Use Agreement with the County for the use of the Park.

3.05 Clean-Up. It is the responsibility of the Event Promoter to clean the Park after the event. The clean up of the Park must restore the Park to the same condition prior to the use of the property for the Special Event. Failure to clean the Park will result in the forfeiture of the deposit. The Real Estate & Facilities Services Department of Hillsborough County shall have sole discretion in determining whether or not the deposit shall be forfeited.

3.06 Fees. It is the responsibility of the Event Promoter to pay all application, use, and permit fees, and for any security deposits required by any government entity. Payments for County fees must be by certified check or money order made payable to “Board of County Commissioners”.

3.07 Parking. Event Promoter is responsible for making their own arrangements with private property owners (Buildings, Plazas, Parking Lots, Garages, etc.) for use of space and the City of Tampa Parking Division for reserving metered parking spaces. No parking is allowed within the Park perimeter.

3.08 Technical Assistance. Event Promoter can also expect to pay for time expended by County staff (Electricians, Parks Crews, Sheriff, etc.) required to work the special event.

3.09 Tents. If tents are to be used, the Event Promoter must obtain all necessary approval and permits. All tents are required to have cement anchors in lieu of stakes.

3.10 Road Closures. It is the responsibility of the Event Promoter to check with the City of Tampa concerning any coinciding events that may result in road closures in the downtown area.

3.11 Public Access. Any event at the Park must be open to the public. Any type of admission charge is not permissible.
Section 4. FEES

4.01 **User Fees.** $53.50 (including sales tax) per day

4.02 **Clean-Up/Security Deposit.** A deposit of $300.00, by separate cashiers check or money order made payable to “Board of County Commissioners”, must be submitted at the signing of the use agreement. An applicant shall restore the Park to the same condition prior to the use of the property for a Special Event. The deposit will be refunded after the clean-up after the Special Event based on the sole discretion of the Facilities Management Services Department of Hillsborough County set forth in this section and Section 3.05.

4.03 **Vendor Fees.** Vendor fees are $53.50 (including sales tax) per event for Special Events or $214.00 per month (including sales tax).

4.04 **Fee Waivers.** The above fees may be waived in part or in all if the Event Promoter represents a County department, a party to a reciprocal use agreement with the County, or another governmental entity. The decision to waive the above fees as represented in this section will be made by the Facilities Management Services and Communications Departments.
Any event utilizing public property must be open to the public. Any type of admission charge is NOT permissible. Your plans are subject to the review and permitting processes of Hillsborough County and other governmental agencies deemed necessary.

**APPLICANT INFORMATION**

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<tr>
<th>Applicant:</th>
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<tr>
<td>Address:</td>
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<td>Event Promoter/Contact Person:</td>
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<td>Phone Number(s):</td>
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<tr>
<td>Type Of Organization:</td>
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<tr>
<td>( ) individual</td>
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<td>( ) County agency</td>
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<td>( ) other government agency</td>
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**NAME OF EVENT**

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<th>Proposed Date(s):</th>
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<td>Event Hours (including set-up and break-down):</td>
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<td>Type Of Activity:</td>
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<td>Estimated Attendance:</td>
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<td>Do You Plan To Use (specify):</td>
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<td>Tents:</td>
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<td>Chairs:</td>
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<td>Electrical Outlets:</td>
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<td>Amplified Sound (permit required)</td>
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<td>Vendors (permit required)</td>
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<td>Other:</td>
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All requirements, including a completed Certificate of Insurance must be met and all fees paid no less than 10 calendar days in advance of the special event.
I have read and understand the Rules and Procedures for the Joe Chillura Courthouse Square and Ordinance 08-17, as amended, which I agree to abide by as a Special Event Applicant, if my application for use is approved. Additionally, I agree to abide by all applicable regulations and requirements of the Federal, State, City, and County governments.

Applicant’s signature

Date:

For more information concerning the use of Courthouse Square, please contact:
Communications & Digital Media Services Department at (813) 272-5314.

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Reviewed:

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<tr>
<th>Name</th>
<th>Title</th>
<th>Department</th>
<th>Date</th>
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**Permit Approved / Denied:**

Real Estate & Facilities Svcs. Director /Date

Communications & Digital Media Svcs. Director /Date

Parks, Recreation & Conservation Svcs. Director /Date

Special Event Application/Permit
February 26, 2014
JOE CHILLURA COURTHOUSE SQUARE
A County park in downtown Tampa
AMPLIFIED SOUND APPLICATION/PERMIT

APPLICANT INFORMATION

Applicant: 
Address: 
Event Promoter/Contact Person: 
Phone Number(s): 

Type Of Organization: ( ) individual    ( ) small business    ( ) non-profit organization
( ) partnership    ( ) joint venture    ( ) corporation
( ) County agency    ( ) other government agency

AMPLIFICATION INFORMATION

Event: 
Date(s): 
Hours of Amplification: 
Note: only allowed on weekdays only from Noon to 1:30 PM and 6 PM

How Will Amplified Sound Be Used: ( ) public address/speaker    ( ) music
Music type: ( ) live    ( ) recorded    ( ) instrumental only    ( ) vocal
Music Genre: ( ie: jazz, rock, rap, contemporary, Latin, gospel, etc…)

IMPORTANT: excessive noise has been declared to be a public nuisance. Any use of amplified sound within the Tampa city limits must comply with City Ordinance #99-257.
- During the work week (M-F), amplified sound is only allowed from 12:00 p.m. to 1:30 p.m. and after 6:00 p.m.
- Speakers not permitted in rights-of-way without expressed authorization from the City of Tampa. Penalty for violation can be $250 to $500 and revocation of occupational license.

I have read and understand the Rules and Procedures for the Joe Chillura Courthouse Square and Ordinance 08-17, as amended, which I agree to abide by as an Amplified Sound Applicant, if my application for use is approved. Additionally, I agree to abide by all applicable regulations and requirements of the Federal, State, City, and County government.

___________________________________________________________________     ___________________________________
Applicant’s signature               Date:

OFFICIAL USE ONLY

Received: _______________     Time: _______________     By: _______________
Reviewed: ____________________     Name               Title               Department               Date

Permit Approved / Denied:

Real Estate & Facilities Svcs. Director/Date              Communications & Digital Media Svcs. Director/Date

Parks, Recreation & Conservation Svcs. Director/Date
This Use Agreement made and entered into this ______ day of ____________, 20________, at Tampa, Florida, by and between Hillsborough County, a political subdivision under the Laws of the State of Florida, hereinafter called "County," with its principal office being at 601 East Kennedy Boulevard, Tampa, Florida 33602, and ______________, a corporation/partnership/unincorporated association/an individual, hereinafter called “User,” whose address is ______________, County is the owner and operator of the Joe Chillura Courthouse Square, a County park in downtown Tampa; and WHEREAS, User desires to use the Park to conduct a certain event, NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

A. County does hereby agree to permit User to use the following County premises (the "premises") for the time period(s) indicated:

<table>
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<tr>
<th>DAY</th>
<th>DATE</th>
<th>PREMISES</th>
<th>COMMENCING</th>
<th>TERMINATING</th>
<th>DESCRIPTION</th>
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B. User represents that the premises will be used for the sole purpose of: ___________________________________________________________________________________

THIS AGREEMENT IS MADE AND ENTERED INTO UPON THE FOLLOWING EXPRESS COVENANTS AND CONDITIONS, ALL OF WHICH USER HEREBY COVENANTS AND AGREES TO KEEP AND PERFORM ALONG WITH THE COUNTY:

1. User shall pay the user fee of ______________, plus Florida sales tax. The rental fee shall be in the form of a check, cashier's check, or money order made payable to the “Board of County Commissioners”. The rental must be paid at the time of the execution of this agreement.

2. In the event User defaults in the payment of user fees or in the performance of any of the covenants and agreements contained in this Use Agreement or fails to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, City, and County governments and of any and all of their departments and bureaus applicable to the premises or the use and occupation thereof, including the Rules and Procedures for Joe Chillura Courthouse Square by reference made part hereof, County may, if County so elects, at any time thereafter terminate this Use Agreement and the term hereof on giving to User notice in writing of County's intention to do so; and this Use Agreement and the term hereof shall expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in this Use Agreement for the expiration hereof. In the event of a default by User, all rents prepaid shall be forfeited.

3. In the event User holds over for more than one hour after the expiration of the term herein set forth without the consent of County, County may take such steps as may be needed to remove User from the premises.

4. User shall take good care of the premises and shall, at User's own cost and expense, make all repairs made necessary by the negligence, willful or deliberate misconduct, of User, its agents, employees or invitees, and, at the expiration of the term, shall deliver up the premises in good order and condition, damages by the elements alone excepted.

5. User shall provide County with evidence of commercial general liability insurance in the amount required by the Rules and Procedures for Joe Chillura Courthouse Square by reference made part hereof. Such coverage shall include premises and operations, independent contractors, products liability, personal and advertising injury, and contractual liability coverage. All insurance shall be from companies duly authorized to do business in the State of Florida and acceptable to County. Insurance coverage must be evidenced by a properly executed Certificate of Insurance on forms provided by County or otherwise acceptable to County. The Certificate must be manually signed by the authorized representative of the insurance company and must name County as additional insured as to the operations of User under this Use Agreement. Thirty (30) days written notice by registered or certified mail must be given County of a cancellation, intent not to renew or reduction in the policy coverage. The insurance coverage required herein are to be primary to any insurance carried by County or any self-insurance program thereof.

6. User shall comply with any and all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, City, and County governments and of any and all of their departments and bureaus applicable to the premises or the use and occupation thereof, including the Rules and Procedures for Joe Chillura Courthouse Square which is hereby incorporated by reference and all rules and regulations prescribed by the Community Services Program Coordinator or other authorized representative of County, and will obtain and pay for all necessary permits and licenses, including, but not limited to, copyright fees, royalty fees and union or trade organization clearance fees, and will not do, or suffer to be done, anything on the premises during the term of this Use Agreement in violation of any such laws, ordinances, rules or requirements. If the attention of User is called to any violation on the part of User or of any person employed by, or admitted to the premises by User, User will immediately desist from and correct or cause to be corrected such violation.

7. User shall assume all risks incident to or in connection with the business to be conducted hereunder, and shall be solely responsible for all accidents or injuries of any nature or kind to persons or property arising out of the actions, fault or negligence of User, its agents, employees or invitees, or User's operation at the premises. User shall indemnify, defend and save harmless County, its authorized agents and representatives from any and all claims or liability for damages to any person or personal injury resulting in the death of any person, or loss or damage of property occasioned by or in connection with the use of the premises. County assumes no responsibility whatsoever for any property placed on the premises, and County is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of the occupancy provided for under this Use Agreement.

8. User shall not assign this Use Agreement, nor suffer any use of the premises other than herein specified, nor sublet any part of the premises.

9. In permitting the reserved use of the premises consistent with the Rules and Procedures for the Joe Chillura Courthouse Square, County does not relinquish the right to control the management thereof and to enforce all necessary and proper rules for the management and operation of same; and County, through its Community Services Program Coordinator or other authorized representative of County, shall have the right at any time to enter any portion of the premises for any purpose whatsoever; provided, however, this shall not authorize or empower County to direct the activities of User or to assume liability of User.
10. Any notice required to be sent hereunder shall be in writing and shall be mailed to the respective party at the address hereinabove first given, by U.S. Mail, proper postage affixed; except that notice of termination of this Use Agreement by County shall be given by certified mail.

11. The County and User agree that this Agreement contains the entire contract, understanding, undertaking, and agreement between the parties hereto.

12. All terms and conditions of this Use Agreement shall be binding upon the parties, their heirs or representatives and assigns forever, and cannot be varied or waived by any oral representation or promise of any agent or other persons of the parties hereto unless the same be in writing duly authorized and executed in accordance with County's Charter.

13. User shall pay and discharge all attorneys' fees and costs which shall be incurred and expended by County in enforcing the covenants and agreements of this Use Agreement, whether by the institution of litigation or in the taking of advice of counsel, or otherwise.

14. In the event User is unable to make use of the premises due to causes beyond the control of County, including but not limited to, fire, flood, storm, civil disturbance, or other unavoidable cause, such inability will not entitle User to any claim against County.

15. User shall furnish, provide, or obtain all services, equipment, materials, technicians, emergency personnel, electricians, off-duty police, security guards, sanitation workers, and any additional services or personnel desired by User or required by County, at User's expense, to maintain order and protect persons, property and equipment. All employees and agents referenced in this paragraph and provided by User shall be agents and employees of User.

16. User warrants that all copyrighted material to be performed has been duly licensed or authorized by the copyright owners or their representatives and shall indemnify and hold County harmless from any and all claims, losses, or expenses incurred with regard thereto.

17. The premises shall remain free and open to the general public at all times.

18. User shall not sell, distribute or allow consumption of alcoholic beverages on the premises.

19. County shall have the right to make such announcements as its Community Services Program Coordinator or other authorized representative deems necessary at any time, including, but not limited to, announcements in the interest of public safety, crowd control, and in compliance with rules, regulations and laws.

20. All advertising conducted by User will be accurate, straightforward and true.

21. The following documents are hereby incorporated by reference and a violation of any of the provisions of these documents shall also be considered a violation of this use agreement:
   A. Rules and Procedures for Joe Chillura Courthouse Square
   B. Hold Harmless Agreement
   C. Hillsborough County Ordinance 08-17, as amended

22. If any provision of this Agreement or the application of such provision, should be rendered or declared invalid by an Court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

23. Special Provisions:

IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be executed at the place and on the day hereinabove first written:

HILLSBOROUGH COUNTY
TAMPA, FLORIDA

By:____________________________________________
Real Estate & Facilities Services Department Director

By:_____________________________________________
Communications & Digital Media Services Department Director

By:_____________________________________________
Parks, Recreation & Conservation Services Department Director

Witnesses as to User:                            USER

By:____________________________________________

Title
HOLD HARMLESS AGREEMENT
For Special Events

____________________________________________ hereafter referred to as EVENT PROMOTER, whose address is ___________________________________________________________________, desires to use the Joe Chillura Courthouse Square for the purpose of ___________________________________________________________________. THEREFORE, EVENT PROMOTER, in consideration for the use of such space from Hillsborough County does hereby agree as follows:

1) That Event Promoter, his heirs, assigns and successors in interest, waive, renounce, relinquish, absolve and discharge Hillsborough County from any and all liability for personal injury and property damage which may result from the use of space or permitted occupancy or presence on the Joe Chillura Courthouse Square even if the use or permitted occupancy by the COUNTY is later found to be wrongful or negligent.

2) That EVENT PROMOTER, shall defend, hold harmless and indemnify the COUNTY from and against all liability, loss claims, damages, costs, attorney's fees and expenses of whatever kind or nature which the COUNTY may sustain, suffer or incur, or be required to pay by reason of EVENT PROMOTER’S use of space or permitted occupancy or presence on the Joe Chillura Courthouse Square even if such use by the COUNTY is later found to be wrongful or negligent.

Signed, Sealed and Delivered in the presence of:

Witness EVENT PROMOTER

________________________________________________________________________
Date

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
Personally appeared before me, the undersigned authority ________________, who is personally known to me or who produced ______________________ as identification, did not take an oath, and did execute the foregoing instrument.

Witness my hand and official seal, this _______ day of ________________, 20____.

________________________________________________________________________
Notary Public
State of Florida

SEAL:
JOE CHILLURA COURTHOUSE SQUARE  
A County Park in downtown Tampa 
VENDOR APPLICATION

VENDOR INFORMATION:

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<td>Contact Person:</td>
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<td>Items you Intend to Vend:</td>
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<td>Type of Concession Facility:</td>
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<td>Vending Time Frame:</td>
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NOTE: It is your responsibility to obtain all necessary City of Tampa approvals and permits.
I have read and understand the Rules and Procedures for the Joe Chillura Courthouse Square and Ordinance 08-17, as amended, which I agree to abide by as a Special Event Vendor Applicant, if my application for use is approved. Additionally, I agree to abide by all applicable regulations and requirements of the Federal, State, City, and County governments. I understand that vehicles are not allowed within the boundaries of Joe Chillura Courthouse Square, except for the designated loading area, and that any vendor facility or stand must be manually transported for set-up and removal.

___________________________________________________________              _________________________________
Applicant's signature                       Date

VENDOR INFORMATION:

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___________________________________________________________              _________________________________
Applicant's signature                       Date

OFFICIAL USE ONLY

Received: ___________ Time: ___________ By: _______________________________

Reviewed: 
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<th>Name</th>
<th>Title</th>
<th>Department</th>
<th>Date</th>
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Approved / Denied:

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<tr>
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Parks, Recreation & Conservation Svcs. Director/Date

Vendor Application/Permit
February 26, 2014
HOLD HARMLESS AGREEMENT
For Vendors

____________________________________________ hereafter referred to as VENDOR, whose address is ___________________________________________. desires to use the Joe Chillura Courthouse Square for the purpose of _______________________________________.

THEREFORE, VENDOR, in consideration for the use of such space from Hillsborough County does hereby agree as follows:

1) That VENDOR, his heirs, assigns and successors in interest, waive, renounce, relinquish, absolve and discharge Hillsborough County from any and all liability for personal injury and property damage which may result from the use of space or permitted occupancy or presence on the Joe Chillura Courthouse Square even if the use or permitted occupancy by the COUNTY is later found to be wrongful or negligent.

2) That VENDOR shall defend, hold harmless and indemnify the COUNTY from and against all liability, loss claims, damages, costs, attorney's fees and expenses of whatever kind or nature which the COUNTY may sustain, suffer or incur, or be required to pay by reason of VENDOR’S use of space or permitted occupancy or presence on the Joe Chillura Courthouse Square even if such use by the COUNTY is later found to be wrongful or negligent.

Signed, Sealed and Delivered in the presence of:

__________________________________________________________    __________________________________________________________
Witness        VENDOR

Date

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
Personally appeared before me, the undersigned authority ____________________________, who is personally known to me or who produced ____________________________ as identification, did not take an oath, and did execute the foregoing instrument.

Witness my hand and official seal, this __________ day of _____________, 20__.  

________________________________________________________
Notary Public
State of Florida

SEAL:

Hold Harmless Agreement
February 26, 2014