

# EVENT PERMIT

Ordinance 14-15

## MILES FOR MELANOMA 5K

**PERMIT NUMBER:** TMP2016-00152

**Date(s) of Event:** May 14, 2016 from 7:00am until 11:00am

**Property Owner:** BELL TOWER CAMPUS INN LIMITED

**Applicant:** ANAIS BODIA

**Contact:** ANAIS BODIA

**Description:** Competitive non-profit 5K

**Location of event:** 20350 SUMMERLIN RD FORT MYERS 33908  
SANIBEL OUTLETS & SURROUNDING RIGHT-OF-WAY/\*\*\*239-561-3376

Will the event be attended by 1000 or more people ? No

Will the event be held on County Owned Property ? Yes

Will there be alcohol consumed or sold at the event ? No

Will a bond be posted for this event ? No

**Permit Conditions:**

- \* Applicant must meet all event application requirements, including requirements of the sign-off agencies.
- \* The premises is to be left in the same condition as it was prior to the event.
- \* The permit is to be readily available for inspection during the entire event.
- \* If this approval includes the sale or consumption of alcoholic beverages, no alcoholic beverages may be consumed 1 1/2 hours prior to the conclusion of the event and vacating the facility/property.

Board of County Commissioners  
Lee County, Florida

 5-8-16  
\_\_\_\_\_  
County Manager      Date



Lee County  
*Southwest Florida*

## Event Application

Special Event

Use of  
County  
Property

Alcohol  
within Lee  
County  
Facilities

Film, Video  
&  
Photography

TMP2016-00152

## Lee County Event Permit Application

Event Application

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT  
☒ USE OF COUNTY PROPERTY PERMIT  
☐ PERMIT TO SELL AND CONSUME ALCHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES  
☐ FILM PERMIT

Section I - GENERAL INFORMATION (All Permit Types)	
Title of Event / Name of Production	Miles for mehnoma 5K
Date(s) of Event / Production:	<del>May 15</del> May 14, 2016
Location(s) of Event:	Sanibel Outlets
Name of Applicant:	Anais Rodia
Applicant Address:	13691 Metropolis Ave. Ft. Myers, FL 33919
Applicant Phone Number:	239-561-3376
Contact Person: (If different from applicant)	Jesmarie Rodan
Contact Phone Number: (If different from applicant)	239-561-3376
Email Address:	jesmarie@floridaskincenter.com
Estimated Attendance:	100 people
Event Description: Include each activity, when activities take place, etc.	Competitive-non profit 5K around the outside of Sanibel Outlets. Registration begins at 7am / walk begins @ 8am
Hours of Operation:	7:00am - 11:00am
STRAP # of Parcel:	0246230000020000
Owner of Premises*:	Sanibel Outlets.

\*Notarized statement from the property owner specifically consenting to the proposed use required.

## Lee County Event Permit Application



Fill out the following questions for all permit types:

What is the Zoning Classification of the premises? CC

Are any temporary structures to be installed for the event? ☐ Yes ☒ No Type: \_\_\_\_\_

Do you have the appropriate permits for the temporary structures? ☐ Yes ☐ No

\* For a 'Special Event' and 'Use of County Property' permit, submit a site plan with all proposed facilities and activities identified, including all parking areas.

Insurance Company Insuring the Event: Acord

Note: Certificate of Insurance must be submitted at time of application

Surety Company Bonding this Event (Name and Address): NA

<p>Will Vehicles be Used as Part of This Event?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, automobile coverage must be included on the certificate of insurance.</p>	<p>Will Food be Available at this Event?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, products liability coverage must be included on the certificate of insurance.</p>	<p>Will Alcoholic Beverages be served/consumed at this Event?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, liquor liability coverage must be included on the certificate of insurance.</p>
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Name & Address of Organization  
Providing Food: \_\_\_\_\_

Type of Food being Served: \_\_\_\_\_

**Section II - USE OF COUNTY PROPERTY PERMIT**

Organization Sponsoring the Event: Florida Skin Center

Fill out this portion for applications for Solicitation in the County Rights-of-Way:

Name of Charity: Melanoma Research Foundation

Address of Charity: 1411 K Street NW, Ste. 800, Washington, DC 20005

Phone Number: 800-673-1290

Non-profit certificate/registration number: 76-0514428

(Proof of registration with the Dept. of Agriculture & Consumer Services \$496.405 or proof the organization is exempt from this requirement. \$316.2045)

**Section III - SALE/CONSUMPTION OF ALCHOLIC BEVERAGES PERMIT**

Is alcohol being sold/consumed on County Property? ☐ Yes ☒ No  
If Yes, then a "Lee County Alcohol Permit" is required. Only non-profit organizations can sell alcohol on County Property.

Non-profit certificate/registration number: \_\_\_\_\_  
(Required if alcohol is to be **SOLD** at the event)

Please note: A permit from the State of Florida Division of Alcoholic Beverages and Tobacco may also be required; please call (239) 344-0885 for further details



## Lee County Event Permit Application



## Section IV - FILM / VIDEO / PHOTOGRAPHY PERMIT

Type of Production (choose all that apply):

- ☐ TV Movie or Special    ☐ TV Series / Pilot    ☐ TV Commercial    ☐ Still Photos  
☐ Public Service Announcement    ☐ Industrial / Documentary    ☐ Other: \_\_\_\_\_

Will any of the following be needed or included\*?

Street Closure	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Traffic / Crowd Control	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Fire or Burning	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Explosives or Pyrotechnics	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Animals, Large or Small	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Construction of Any Kind	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Large and/or Numerous Vehicles	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Helicopters, Boats, etc.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Stunts	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Other	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

\* For any marked Yes, provide further details below:

We plan to close 2 lanes Summerlin Rd (Only 1 lane) the one closer to the outlets. Between John Monis to McGregor

Special Parking Requirements:

City or County Services Required: (Personnel, equipment, facilities, etc.)

The following information is required for local and state records on production in Florida to track the economic impact of the industry. If exact figures are not available, please estimate as closely as possible.

Number in Cast: \_\_\_\_\_ Number in Crew: \_\_\_\_\_ Number of locals hired: \_\_\_\_\_  
 Total budget: \_\_\_\_\_ Estimate amount spent in Lee County: \_\_\_\_\_  
 Hotel room nights: \_\_\_\_\_ Number of shooting days: \_\_\_\_\_  
number of rooms x number of nights

**Applicant Agreement - Signature Required****SECTION I - SAFETY**

The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by Lee County to protect the health, safety and welfare of the public. Lee County shall have the power to review the proposal and require, as necessary, detailed plans, diagrams, and explanations to clearly outline to Lee County, exactly what the Applicant is proposing.

**SECTION II - INSURANCE**

The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amounts determined by Lee County Risk Management to protect against damages or other claims arising from use of County property by the applicant or its guests. Other limits may also be established by Lee County Risk Management for events which will be serving or consuming alcoholic beverages at approved County property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "Lee County Board of County Commissioners" must be named as "additional insured" on the Certificate of Insurance, and the Certificate must be delivered to Lee County prior to Applicant's use of the property. The Insurance may not be canceled during the term of the event, if this occurs, the County has the right to revoke approvals related to use of the County property for the event, without recourse by the applicant.

**SECTION III - INDEMNIFICATION**

The Applicant agrees to indemnify, release and save harmless Lee County against any and all claims, costs, demands, damages, judgments or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about said Lee County property or any building or structure appurtenant thereto or equipment thereof during the term of this Permit, or arising during such term from any act of negligence of the Applicant, Applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said Lee County property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

For film permit applicants: The permittee shall have on-site a responsible representative empowered with authority over the filming director, filming crews, participants and filming operation. Permittee shall indemnify, defend and hold harmless the county, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out of or occurring during the activities of the permittee, and resulting or occurring from any negligent act, omission or error of permittee, resulting in or relating to injuries to body, life, limb or property sustained in, about or upon the permitted premises or improvement thereto, or arising from the use of the premises.

**SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES**

The Applicant agrees to accept the County property on possession as being in a satisfactory state of repair and in sanitary condition.

The Applicant must surrender the premises to Lee County in the same condition as when Applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. Applicant agrees to remove all business signs or symbols placed on the premises by the Applicant before redelivery of the premises to Lee County, and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. Applicant agrees to clear the Lee County property of litter at the close of the event.

**Applicant Agreement - Signature Required****SECTION V - AGREEMENT**

The Applicant agrees that Lee County can, at its sole discretion, terminate and cancel its permit to use Lee County property at any time without prejudice. Applicant further agrees to waive, release, save and hold harmless Lee County from any and all claims, demands or cause of actions based upon Lee County's cancellation or termination of said permit.

The Applicant agrees that the Lee County permit does not provide Applicant with any property rights in the County property in question or in the permit itself.

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge.

[Signature]  
Signature of Applicant

[Signature]  
Witness

Jesmarie Rottin  
Print Name of Applicant and Title

Shin'isha Vallarapu  
Print Name of Witness

4/16/2016  
Date

04/16/16  
Date

Bmartin@sherifflee1.org

## Lee County Event Permit Application



LEE COUNTY SHERIFF'S DEPARTMENT  
14750 SIX MILE CYPRESS PARKWAY  
FORT MYERS, FLORIDA 33912  
(239) 477-1199

Check the appropriate box(es) below:

- ☒ SPECIAL EVENT PERMIT  
☒ USE OF COUNTY PROPERTY PERMIT  
☐ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES  
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:

In authorized parking areas only

Deputies (How Many?):

Two deputies for traffic control and security of event. Deputies are to ensure safe passage of participants around 5K route.

Fee for Services:

\$50/hr per deputy, plus \$15 vehicle fee per deputy.

Special Arrangements:

Number of deputies for traffic control and safety is contingent upon number of volunteers assisting.

Print Name: Capt. Scott Lucia

Signature: Capt. Scott H. Lucia

Title: Special Events, Permits and Details

Date: 20 April 2016



May. 3. 2016 11:21AM  
3-May-2016 11:21AM SpanDSP Fax Header  
2393498011

425-9336



## FIRE DEPARTMENT

The Fire Department serving the area where the event is to be held signs this form.  
Please see User's Guide for contact information and Fire District Map.

Check the appropriate box(es) below:

- ☒ SPECIAL EVENT PERMIT  
☐ USE OF COUNTY PROPERTY PERMIT  
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION  
WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Fire Guards (How  
Many?)

N/A

Fee for Services:

N/A

Flammable Vegetation:

N/A

First Aid Equipment:

N/A

Fire Extinguishing:

N/A

Special Arrangements:

NO F.D. INSPECTION REQUIRED

Print Name:

DAVE HOWARD

Signature:

Title:

BATTALION CHIEF PREVENTION

Date:

5/3/2016

Lee County Event Permit Application



EMERGENCY MEDICAL SERVICES / PUBLIC SAFETY

14752 SIX MILE CYPRESS PARKWAY

FORT MYERS, FL 33912

(239) 533-3911

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT  
☒ USE OF COUNTY PROPERTY PERMIT  
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Treatment Facilities:	None necessary.
Medical Personnel:	None necessary.
Medical Supplies / Equipment:	None necessary.
Safety Requirements:	No additional precautions necessary.
Fee for Services	Not applicable.
Special Arrangements:	Please call 911 in the event of an emergency. To arrange special event coverage, contact our office at 239 533-3911.

Print Name: Benjamin Abes

Signature:

Title: Chief

Date: 05/04/2016

## Lee County Event Permit Application



DEPARTMENT OF TRANSPORTATION  
1500 MONROE STREET  
FORT MYERS, FL 33901  
(239) 533-8580

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT  
☒ USE OF COUNTY PROPERTY PERMIT  
☐ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES  
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:

No event parking on or within 10 feet of Lee County maintained road rights-of-way.

Ingress and Egress:

Use all established means of ingress and egress.

Special Arrangements:

Shall use Lee County Sheriff's Office for assistance with traffic control. For the Summerlin Road lane closure (1-lane), use FDOT Index 600 Series for guidance on cones, signs, and all MOT devices. A certified Traffic Control Specialist should provide the Maintenance of Traffic Plan in accordance with FDOT 600 Standards and the current edition of the Manual on Uniform Traffic Control Devices.

Print Name: Bryan Miller

Signature: Bryan D. Miller

Digitally signed by Bryan D. Miller  
Date: 2016.04.27 14:55:42 -04'00'

Title: Senior Project Manager

Date: April 27, 2016

DKaster@degov.com

Aflahjack@leegov.com

Lee County Event Permit Application



LEE COUNTY PARKS AND RECREATION  
3410 PALM BEACH BOULEVARD  
FORT MYERS, FLORIDA 33916  
(239) 533-7275

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT  
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☐ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES  
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Illumination:

N/A

Parking Areas:

N/A

Special Arrangements:

Event is not on Lee County Parks & Rec. property  
and doesn't affect any park operations or  
programs

Print Name:

Alise Flanjack

Signature:

Alise Flanjack

Title:

Deputy Director

Date:

4/19/16

Lee County Event Permit Application



LEE COUNTY RISK MANAGEMENT  
COUNTY ADMINISTRATION BUILDING - 4<sup>TH</sup> FLOOR  
2115 SECOND STREET  
FORT MYERS, FLORIDA 33901  
(239) 533-2221

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT  
☒ USE OF COUNTY PROPERTY PERMIT  
☐ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES  
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Insurance Requirements:

Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence to protect against bodily injury and/or property damage relative to applicants use of aforementioned event within Lee County.

Special Arrangements:

A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured.

Subject to proof of insurance.

Print Name: Mike Figueroa

Signature:

Title:

Risk Program Manager

Date:

April 25, 2016





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 800-426-2889 FAX (A/C, No): 260-459-5105 E-MAIL: info@sportsinsurance-kk.com ADDRESS: PRODUCER CUSTOMER ID:
INSURED Melanoma Research Foundation 1411 K Street NW, Suite 800 Washington, DC 20005 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23787

## COVERAGES

CERTIFICATE NUMBER: W00826165

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6BRPG0000005878100	05/14/2016 12:01 AM EDT	05/15/2016 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Name: Miles for Melanoma Ft. Myers Award Ceremony Event Date: 5/14/2016  
Event Location: Sanibel Outlets, 20350 Summerlin Road, Suite 4145, Fort Myers

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

## CERTIFICATE HOLDER

Lee County Board of County Commissioners  
PO Box 398  
Fort Myers, FL 33902  
(Owner/Lessor of Premises)

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Scott [Signature]*

Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

specialevents@legiv.com

704-334-1106

Lee County Event Permit Application



LEE COUNTY VISITOR & CONVENTION BUREAU  
2201 SECOND STREET, SUITE 600  
FORT MYERS, FLORIDA 33901  
(239) 338-3500 - 239-533-8327

Check the appropriate box(es) below:

☐ FILM PERMIT ONLY

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Special Arrangements:

Other:

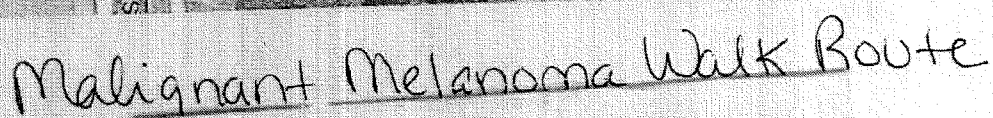
Print Name: \_\_\_\_\_

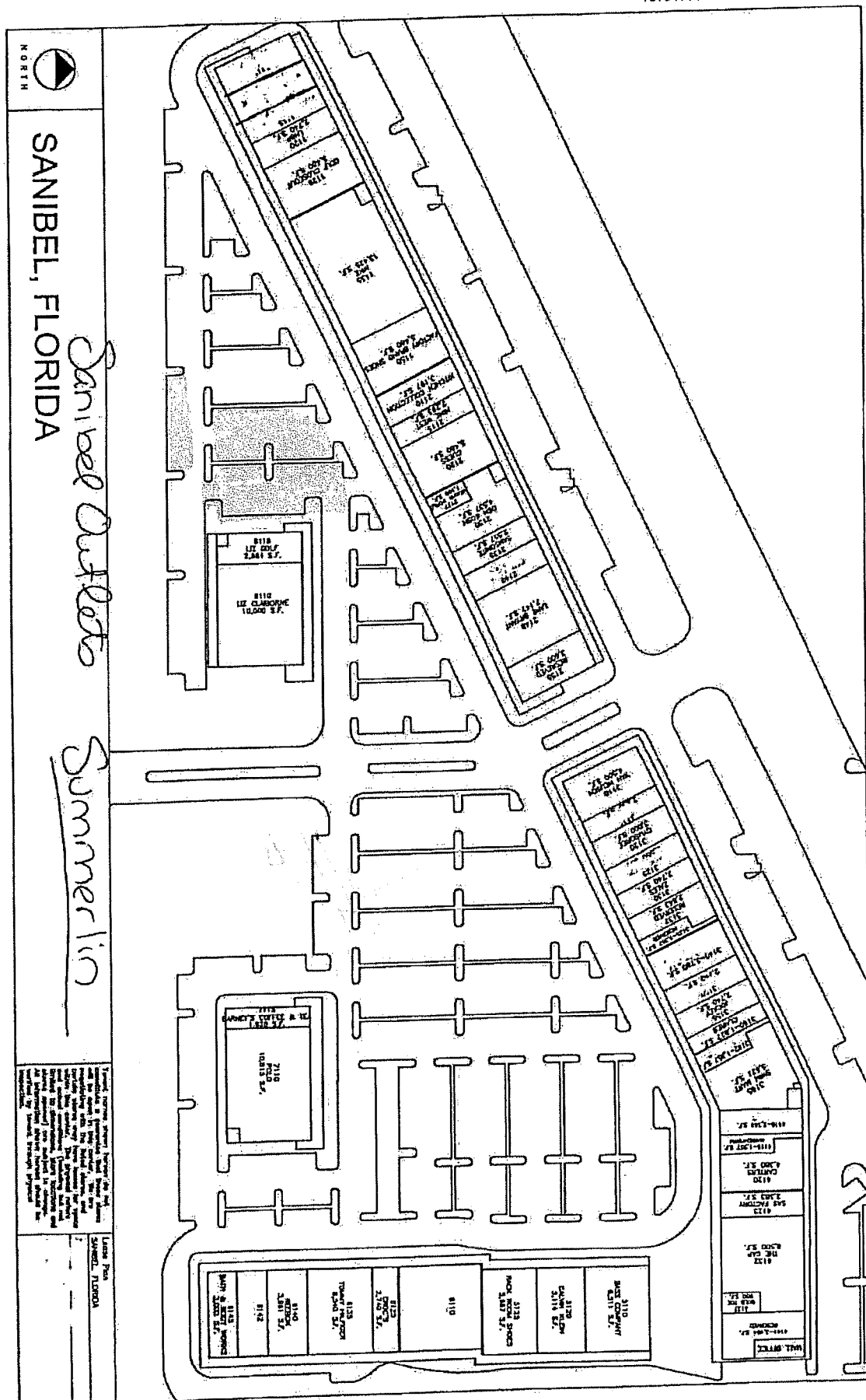
Signature: \_\_\_\_\_

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

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

Google Maps





## TEMPORARY LICENSE AREA AGREEMENT

This Temporary License Agreement ("Agreement") is entered into this DATE, between Bell Tower Campus Inn, Limited Partnership, DBA Sanibel Outlets ("Licensor") and Florida Skin Center ("Licensee"), for a pad area consisting of approximately 10,000 s.f. of asphalt areas commonly known as Area "A" (Pad Area) as identified on Exhibit A (attached hereto and made a part hereof), located at or near Licensors Sanibel Outlets, located in Fort Myers, FL (the Shopping Center).

**WHEREAS** Licensee and Licensor desire to enter into this Agreement whereby Licensor shall lease to Licensee, for the purpose of hosting a fundraising walk for Malignant Melanoma and for no other purpose, than real property ("Pad Area") identified in Exhibit A (attached hereto and made a part hereof.)

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following terms.

1. **TERM:** The commencement date under this Agreement shall be START DATE and the term hereof shall expire on EXPIRATION DATE, with no prior notice required to either party.
2. **FEES:** Licensee shall pay to Licensor a fee of \$0 (\$ 00.00) per term for the use and occupancy of the property identified in Exhibit A. Payment in full shall be delivered prior to or on the date of commencement to Licensor's payment address of:

**Regular/Overnight Delivery:**  
Bell Tower Campus Inn, Limited Partnership  
Dba/ Sanibel Outlets  
20350 Summerlin Rd. Ste 4145  
Fort Myers, FL 33908

In the event that Licensee is also a retail tenant under separate Lease Agreement with Licensor, then payment of fees hereunder may be made simultaneously with monthly lease payments pursuant to the terms of that separate Lease Agreement.

3. **DELIVERY CONDITIONS:** Licensee agrees to accept the Pad Area in its "as is" condition at the time of possession. Licensee also agrees that, upon termination of this Agreement, Pad Area shall be returned to Licensor in the same condition as it was when Licensee took possession at the commencement of this Agreement. At all times under this Agreement the Pad Area shall be appropriately marked and designated by non-penetrating, non-permanent means, subject to the approval of Licensor.
4. **GENERAL USE:** Licensee shall be solely responsible for and shall bear the full cost and expense of any and all security with respect to the Pad Area. Licensee shall be solely responsible for and shall bear the full cost and expense of any and all utilities or electricity used in connection with the Pad Area.
5. **HAZARDOUS MATERIALS:** Licensee is expressly prohibited from using the Pad Area to store, keep, hold or maintain any materials, items, substances or products which are prohibited by law or which otherwise might be considered dangerous or hazardous, or which may become dangerous or hazardous



when exposed to the elements, including but not limited to, chemicals, bio-hazard materials, flammable or combustible materials or substances, or other products that might potentially compromise the health, safety and well-being of others.

6. **RIGHT TO ENTER:** Licensee expressly understands and agrees that Licensor shall have free access to enter the Pad Area from time to time and as is reasonably necessary to inspect said Pad Area and for any repairs or maintenance as Licensor may deem is necessary. Nothing herein shall be construed as limiting or modifying in any way Licensee's primary duty to keep the Pad Area in good repair and condition pursuant Paragraphs 3 and 4.
7. **ASSUMPTION OF RISK:** Licensee acknowledges and agrees that it assumes all risk, at Licensee's sole cost and expense, for any and all damage, loss, theft, claims, or injury caused to any personal property, equipment, merchandise and inventory, and/or any other item(s) ("Licensee's property") stored within or used in connection with the Pad Area, including but not limited to damage, destruction or injury caused by exposure to the elements, acts of nature, or the like.
8. **WARRANTIES:** Licensor makes no representations or warranties, whether express or implied, as to the fitness of, condition of, or suitability of the Pad Area for the purpose intended and/or actual use of the Storage Area by Licensee.
9. **LIABILITY:** In no event shall Licensor be liable for any loss, damage, theft, destruction, claim, injury or death, whether to person or property, arising out of or related to Licensee's use of the Storage Area, including but not limited to that caused by exposure to the elements, acts of nature, fire, water, or other insurable hazards, and Licensee hereby releases Licensor from any and all liability hereunder. Licensee also expressly agrees that Licensor is released from any and all liability for and related to any and all consequential damages, special damages and claims for lost profits, as well as attorneys' fees.
10. **INDEMNIFICATION:** Licensee shall indemnify, defend and hold harmless Licensor and Licensor's agents, assigns, affiliates, managers, employees, and representatives from any and all claims arising from or in connection with Licensee's use and/or occupancy of the Pad Area, including but not limited to personal injury, loss of life or limb, and/or property damage, destruction, or theft.
11. **INSURANCE:** Licensee agrees to maintain commercial general liability insurance and property insurance coverage with respect to the Pad Area at all times during the term of the Agreement and/or any extensions or modifications thereof. If Licensee is a tenant under a separate lease agreement with Licensor for retail space located within the same shopping center as the real property identified in Exhibit A, then Licensee shall maintain commercial general liability insurance as if the Pad Area was part of the Licensee's separate lease agreement and pursuant to the terms of the separate lease agreement. Licensor shall be named as an additional insured and loss payee on any and all such insurance policies. A copy of the Certificate of Insurance evidencing the required overage hereunder shall be delivered to Licensor within ten (10) days of the Effective Date of this Agreement, and Licensee shall require its insurance carrier to provide to Licensor no less than thirty (30) days prior written notice of any cancellation, termination or modification which would reduce the required coverage hereunder of any such insurance policies. Licensee agrees to maintain minimum insurance coverage as follows:

General Liability

\$1,000,000

Each Occurrence

	\$2,000,000	General Aggregate
Automobile	\$1,000,000	Combined Single Limit
Umbrella Liability	\$1,000,000	Each Occurrence
Workers Compensation	\$1,000,000	Employers Liability-Each Accident
	\$1,000,000	Employers Liability-Disease Each Employee
	\$1,000,000	Employers Liability-Disease Policy Limit
Description/Additional	Bell Tower Campus Inn, Limited Partnership dba Sanibel Outlets and AYA Management Insured Services, LLC are included as Additional Insured for General Liability, Automobile Liability and Umbrella Liability.	
Certificate Holder	Bell Tower Campus Inn, Limited Partnership dba Sanibel Outlets c/o AYA Management Service, LLC 20350 Summerlin Rd. Suite 4145 Fort Myers, FL 33908	

**12. RIGHT TO TERMINATE:** This Agreement may be terminated by either party upon seventy-two (72) hours prior written notice delivered to the other party at the address listed below:

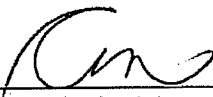
**LICENSOR:** Bell Tower Campus Inn, Limited Partnership dba Sanibel Outlets  
20350 Summerlin Rd. Suite 4145  
Fort Myers, FL 33908  
Attn: Sara Holderfield, General Manager

**LICENSEE:** Florida Skin Center  
Attn. Jesmarie Roldan  
13691 Metropolis Ave.  
Fort Myers, Florida 33912

- 13. NO HOLD OVER:** Upon termination of this Agreement, Licensee shall vacate the Pad Area and remove all property, including but not limited to equipment and merchandise, in a reasonably expeditious manner. Licensee expressly agrees that under no circumstances shall Licensee hold over under this Agreement. Any property, merchandise, or equipment remaining on or in the Pad Area more than five (5) working days following the termination of this Agreement, shall be deemed abandoned, and Licensee expressly agrees that in such circumstance Licensor may dispose of or remove said property, without notice to Licensee, in Licensor's sole discretion and by Licensor's sole choice of method.
- 14. NON ASSIGNMENT:** Licensee expressly understands and agrees that it may not assign this Agreement or sublet the Pad Area or any part thereof without the prior written consent of Licensor.
- 15. SEVERABILITY:** Should any provision of this Agreement be held as invalid, illegal, or void by a court of competent jurisdiction, then that provision shall be struck and severed from the body of the Agreement, but all remaining provisions shall remain in full force and effect.
- 16. ENTIRE AGREEMENT:** This Agreement represents the entire agreement of the parties, and all prior verbal statements, discussions, and other writings are deemed merged herein. This Agreement may not be modified, altered or amended unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereby agree to the terms of this Agreement on this the date first above written.

**LICENSEE**

 \_\_\_\_\_  
(Signature of Authorized Agent) Title Date  
Anais Boudier  
Print Name

**Bell Tower Campus Inn, Limited Partnership dba Sanibel Outlets  
AYA Management Services, L.L.C.**

\_\_\_\_\_  
(Signature of Authorized Agent) General Manager Title Date  
Sara Holderfield  
Print Name