

EVENT PERMIT



Ordinance 17-08

Fall/Foster Wedding

PERMIT NUMBER: TMP2018-10132

Date(s) of Event: December 7, 2018 All day December 8, 2018 2:00pm until

5:00pm

Property Owner:

LEE COUNTY

Applicant:

Emily Fall 239-410-0661

Description:

Welcome Reception and Wedding Ceremony

Location of event:

131 1ST ST W, BOCA GRANDE, FL 33921

Crowninshield Community House and Banyan Street

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?

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

County Manager Date

ftmpprmt_specialevent.rpt



Event Application

Special Event

Use of County Property Alcohol within Lee County Facilities

Film, Video & Photography



COMMUNITY DEVELOPMENT TMP2018-10132

Fall/Foster Reception and Wedding on 12/7/18 & 12/8/18



Event Application

Check the appropriate box(es) below:

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

Section I - GENERAL INFO	ORMATION (All Permit Types)
itle of Event / Name of roduction	Fall/Foster Wedding
Date(s) of Event / Production:	12/7/2018 & 12/08/2018
ocation(s) of Event:	Crowninshield Community House - Welcome Reception on 12/7/18 Banyan Street, Boca Grande - Wedding Ceremony on 12/8/18
Name of Applicant:	Emily Fall
Applicant Address:	1016 Shaddelee Lane East Fort Myers, FL 33919
Applicant Phone Number:	239-246-0499
Contact Person: (If different from applicant)	
Contact Phone Number: (If different from applicant)	239-410-0661
Email Address:	EmFall214@gmail.com
Estimated Attendance:	60 on 12/7 130 on 12/8
Event Description: Include each activity, when activities take place, etc.	Welcome Reception - Set-up, Reception w/ food, break-down - Full Day Rental Wedding Ceremony - Set-up, Ceremony, Breakdown
Hours of Operation:	All day on 12/7/18, 2:00 PM - 5:00 PM on 12/8/18
STRAP # of Parcel:	14432001000050010
Owner of Premises*:	Lee County Government

^{*}Notarized statement from the property owner specifically consenting to the proposed use required.



Fill out the following questions for allpermit types: What is the Zoning Classification of the premises? Public Facility / Lee County DOT Right of Way Are any temporary structures to be installed for the event? Yes T Yes Do you have the appropriate permits for the temporary structures? * For a 'Special Event' and 'Use of County Property' permit, submit a site plan with all proposed facilities and activities indentified, including all parking areas. Insurance Company Insuring the Event: TBD Note: Certificate of Insurance must be submitted at time of application Surety Company Bonding this Event (Name and Address): Will Vehicles be Used as Part of This Will Food be Available at this Event? Will Alcoholic Beverages be served/consumed at this Event? Event? T Yes 区 No ▼ Yes T No ┌─ Yes No
 If yes, liquor liability coverage must be If yes, automobile coverage must be If yes, products liability coverage must be included on the certificate of insurance. included on the certificate of insurance. included on the certificate of insurance. Name & Address of Organization Providing Food: Type of Food being Served: Section II - USE OF COUNTY PROPERTY PERMIT Organization Sponsoring the Event: Fill out this portion for applications for Solicitation in the County Rights-of-Way: Name of Charity: Address of Charity: Phone Number: Non-profit certificate/registration number: (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 ⊠ No Is alcohol being sold/consumed on County Property? if Yes, then a "Lee County Akohol Permit" is required. Only non-profit organizations can sell alcohol on County Property. Non-profit certificate/registration number: (Required if alcohol is to be SQLQ 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



Section IV - FILM / VIDEO / PHOTOGRAPHY PERMIT

TV Movie or Special		1 & Collinier	cial	C Still Photos
· (1974) 11: 14: 14: 14: 14: 14: 14: 14: 14: 14:	γ Γ	Other:		
Street Closure		┌─ Yes	T I	
Traffic / Crowd Control		Γ [™] Yes		No.
Fire or Burning		Γ Yes	П	
Explosives or Pyrotechnics		Γ Yes	Г	No.
Animals, Large or Small		r⊤ Yes	F	No
Construction of Any Kind		┌ Yes	Γ	W
Large and/or Numerous Vehicles			П	V
Helicopters, Boats, etc.		⊢ Yes		
Stunts		Γ Yes	Г	No
Other		T Yes		No.
pecial Parking Requirements:				
City or County Services Required: (Personnel, equipment, f	acilities	erc)		
The following information is required for local and state rec the industry. If exact figures are not available, please estim	ords on	production in losely as poss	ı Florid ible.	a to track the economic impa
The following information is required for local and state rec the industry. If exact figures are not available, please estim Number in Cast: Number in Cre	v		ımber o	a to track the economic impa f locals hired:
The following information is required for local and state rec the industry. If exact figures are not available, please estim	v		ımber o	

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 permises 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

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 harmiess 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 of Applicant

Date

Vitness

Seserce 5.2

Print Name of Witness



LEE COUNTY SHERIFF'S DEPARTMENT 14750 SIX MILE CYPRESS PARKWAY FORT MYERS,FLORIDA33912 (239) 477-1199

Check the approprio	te box(es) below:
┌ SPECIAL EVI	ENT PERMIT
∇ USE OF COU	JNTY PROPERTY PERMIT
T PERMIT TO	SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
┌─ FILM PERM	- (1985년) - 1987년 - 1 - 1987년 - 1987
AFTER REVIEWING THE WILL REQUIRE THE APPL	APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION ICANT TO COMPLY WITH FOR THEIR EVENT.
Parking:	Parking in authorized parking areas only.
Deputies (How Many?):	Two deputies for road closure, traffic control and security on Banyan Street between Park Ave and Gilchrist while wedding takes place.
Fee for Services:	Traffic detail is \$50/hr per deputy with a four hour minimum.
Special Arrangements:	Each end of Banyan Street must be blocked in order to provide safety and security to participants. All chairs, tables and other items used for the event must be removed from the roadway as soon as possible in order to reopen Banyan Street.
	Print Name: Lt. K. Sonier Signature: 45287 Title: Special Events, Permits and Details
	Date: 8/22//8



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

X⊤ USE OF CO	OUNTY PROPERTY PERMIT AIT
AFTER REVIEWING THE WILL REQUIRE THE APPL	APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATIO ICANT TO COMPLY WITH FOR THEIR EVENT.
Fire Guards (How Many?)	1 fire guards @ 4 hours
Fee for Services:	\$50.00 /hour per guard. Total Contact Nancy at BGFD to make arrangements for payment.
Flammable Vegetation:	
First Ald Equipment:	
Fire Extinguishing:	Due to the number of guests and chairs, the Permit holder must hire fire guards to be present on Banyan St in case of emergency. In the event that access is needed on Banyan
Special Arrangements:	St, fire guards will stop the ceremony and co-ordinate removal of guests/items/etc. places on Banyan St. Permit holder must have a team available, on site, to facilitate the immediate removal of all items/guests. Any damage to BGFD vehicles while making access to emergency will be the responsibility of the permit holder. In case of Emergency DIAL 911
	Print Name: C.W. Blosser
	Signature: LS Title: Fire Chief
	Date: 10/15/2018



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.

None necessary.	
None necessary.	
None necessary.	
No additional precau	tions necessary.
Not applicable.	
Please call 911 in the 239 533-3911.	event of an emergency. To arrange special event coverage, contact our office at
Print Name:	Douglas B. Higgins
Signature:	Douglas B. Higgins State of Company Co
Title:	Division Chief
Date:	08-24-16
	None necessary. None necessary. No additional precau Not applicable. Please call 911 in the 239 533-3911. Print Name: Signature: Title:



DEPARTMENT OF TRANSPORTATION 1500 MONROE STREET FORT MYERS,FL33901 (239) 533-8580

Check the approprie	ate box(es) belo	w:		
┌ SPECIAL EV	ENT PERMIT	해보다 보고 있는 사람들이 다른 1일 기계 기급 전 기계 12		
⋉ USE OF CO	UNTY PROPERTY I	PERMIT		
PERMIT TO	SELL AND CONSU	IME ALCOHOLIC BEVER	AGES WITHIN LEE COUNTY F	ACILITIES
FILM PERN				
AFTER REVIEWING THE WILL REQUIRE THE APPI	APPLICATION, PL LICANT TO COMPL	EASE INDICATE BELO Y WITH FOR THEIR EV	W WHAT ARRANGEMENTS Y ENT.	OUR ORGANIZATION
Parking:	Park in designated a	areas. No event parking on	any portion of Banyan Street roac	l right-of-way.
Ingress and Egress:	Use all established	means of ingress and egre	SSS.	
Special Arrangements:	Use Lee County Sh	eriff's Office for assistance	with traffic control as needed.	
	Print Name:	Bryan Miller		
	Signature:	Bryan D. Miller	Digitally signed by Bryan D. Miller Date: 2018.11.01 08:37:08 -04'00'	
	Title:	Senior Project Manager		
	Date:	November 1, 2018		

Fall/Foster Reception and Wedding on 12/7/18 & 12/8/18

Lee County Event Permit Application



LEE COUNTY PARKS AND RECREATION 3410 PALM BEACH BOULEVARD FORT MYERS,FLORIDA33916 (239) 533-7275

	으로 보고 있는 것이 되었다. 그런
Check the appropri	ate box(es) below:
F SPECIAL EV	ENT PERMIT
∇ USE OF CO	UNTY PROPERTY PERMIT
R PERMIT TO	SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
FILM PERN	
AFTER REVIEWING THE WILL REQUIRE THE APP	APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION LICANT TO COMPLY WITH FOR THEIR EVENT.
Illumination:	No open flames aloud on premises. Any additional lighting must be provided by permit holder. No illumination on trees or bushes On Banyan Street
Parking Areas:	Use Community House parking lot and existing parking at the Boca Grande Community Park and Center
Special Arrangements:	Must follow all Banyan Street guidelines set forth by LEE COUNTY D.O.T representative. Guests must stay on County property at all times Deputies required entire length of wedding caremony All trash must fit into two 90 gallon garbage containers provided by the Community House. Must provide insurance with Lee County BOCC being additionally insured and adhere to all rule and guidelines set forth by the Loise DuPont Crowninshield House representative. Alcohol must be contained inside of the Louise DuPont Crowninshield House during the reception.
	Lea County Parks & Recreation Director or Deputy Director approves this alcohol permit (2 - Print Name: Jesse Lavender Joe Wier
	Signature: // Supervisor Supervisor

8/13/18

Date:



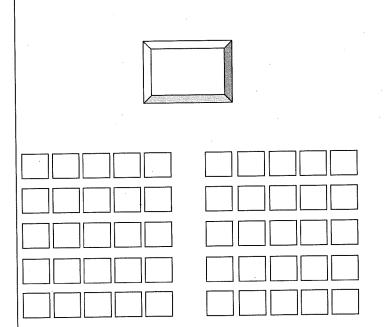
LEE COUNTY RISK MANAGEMENT COUNTY ADMINISTRATION BUILDING - 4TH FLOOR 2115 SECOND STREET FORT MYERS,FLORIDA33901 (239) 533-2221

Check the appropriate	e box(es) belo	W.	
SPECIAL EVEN USE OF COUN PERMIT TO SE FILM PERMIT	NTY PROPERTY F ELL AND CONSU	PERMIT IME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILIT	ΓΙΕS
AFTER REVIEWING THE A WILL REQUIRE THE APPLIC	PPLICATION, PL ANT TO COMPL	EASE INDICATE BELOW WHAT ARRANGEMENTS YOURLY WITH FOR THEIR EVENT.	ORGANIZATION
Insurance Requirements:	occurrence to pro	eral liability insurance with minimum limits of One Million Dollars (\$ otect against bodily injury and/or property damage relative to appli event within Lee County.	1,000,000) per cants use of
Special Arrangements:	A Certificate of In Board of County (additional insure	surance shall be submitted as evidence of the required coverage lis Commissioners, P.O. Box 398, Fort Myers, FL 33902 as the certificate d.	sting Lee County holder and as an
	Subject to proof	of insurance.	
	Print Name:		
	Signature: Title:	Risk Program Manager	
	Date:	November 5, 2018	±

CEI	RTIFICATE OF LIABILIT		01/12/2018					
		ISSUED AS A		ORMATION				
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	, <u></u>	Event Date: 12/08/2	2018	10110			NG COVERAGE	
	REW H FOSTER			INSUR	ER A: Marke	ei American	Insurance Comp	Daily
	SHADDELEE LANE EAST			HONO	REE(S)	•		
Fort	Myers, FL 33919	*			EW FOSTER			•
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MAY	HAVE BEEN REDUCED BY PAID CL	AIMS.		LICY	POLICY			
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Α	GENERAL LIABILITY	MEL00000413006	12/0	8/2018	12/08/2018	EIDE DAMAG	SE (Any one fire)	\$1,000,000
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	X TPPD						RNTD PROP	\$1,000,000
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The	Certificate Holder is included as an in	sured under the Hosti	ng Fad	cility Liab	ility Coverage,	but only in re	spects to claims a	arising out of
the	negligence of the Named Insured.		مأمما	·-otiona l	Dogo such cor	tinuation shal	I he considered a	s the event
If th	e event continues past 12:00 a.m., at i e. Event includes set up and break do	me location hamed of wn and the scheduled	rehea	rsal or re	ehearsal dinne	r scheduled w	ithin 48 hours of t	he event if the
פעפו	ntie a wedding. Set un and break dov	vn means decoration i	and re	moval of	decoration at	the event loca	tion that occurs n	o more than
24 l	nours prior to the event and 24 hours a	ifter the event.						
CF	RTIFICATE HOLDER					CANCEL	LATION NY OF THE ABOVE	DESCRIBED
IEF	COLINTY A POLITICAL SUBDIVISION	ON & CHARTER COL	JNTY	OF THE	STATE OF			
FIC	DRIDA ITS AGENTS EMPLOYEES. /	AND PUBLIC OFFICIA	ALS			EXPIRATIO	N DATE THEREOF RED IN ACCORDA	, NOTICE WILL NCE WITH THE
CR	OWNINSHIELD COMMUNITY CENTE BANYAN ST					POLICY PR	OVISIONS.	
240	DOMEDIA	Ok 11/05/2018				AUTHOR	IZED REPRES	ENTATIVE
Boo	ca Grande FL 33921	May For	hade madeen				_	
	Boca Grande FL 33921 Injury from Bruse a. Key							

EV500-0810

Gilchrist Ave.



У а S t r

CHAIRS =

Park Ave.





MARKEL AMERICAN INSURANCE COMPANY
P.O. Box 906, Pewaukee, Wisconsin 53072-0906
(800) 236-2862 www.markelamerican.com

Special Event Liability Insurance Policy Declarations Page

Policy Number: MEL00000413006	Date of Is	sue: 01/12/2018		Event Date:	12/08/2018			
Policy Period:		12/08/2018						
Named Insured:		ANDREW H FOSTER						
Mailing Address:		1016 SHADDELEE LANE EAST Fort Myers, FL 33919						
Honoree(s):		ANDREW FOSTE EMILY FALL	:R					
Insured Event:		Wedding Ceremor	ny, Red	ception, and/or F	Rehearsal			
Policy Premium: Surcharges and Taxes		\$195 \$0.00						
Multi Policy Discount Total:		\$0.00 Not Applicable \$195.00						
Event Location 1:		BANYAN STREE BANYAN STREE						
Hosting Facility Insured Extension: (coverage applies if box checked)	\boxtimes	Boca Grande FL 3	33921					
Event Location 2:		GASPARILLA INI 500 PALM AVE	N					
Hosting Facility Insured Extension: (coverage applies if box checked)		Boca Grande FL :						
Event Location 3:		CROWNINSHIEL 240 BANYAN ST		MUNITY CENT	rer ·			
Hosting Facility Insured Extension: (coverage applies if box checked)	X	Boca Grande FL 33921						
Policy Coverage		Limit:	Ded	uctible:				
General Aggregate Each Occurrence Property Damage		\$1,000,000 \$1,000,000 Included	\$0 \$0 \$1,0					
Administered by: Agency 10371 - 000 800-388-016		USAA EVENT PI 9800 FREDRICK SAN ANTONIO,	(SBUR	G RD				
For Policy Questions Call Toll Free For Claims Call Toll Free:	:	800-388-0169 800-236-3113						
Policy Form(s):		EVL100-0708,E\	√L151-	0 70 8,,MIL1214-	0917,			
Countersignature (if required):		Bru		a. 4				

Forms and endorsements made a part of this policy at inception are those which numbers are entered above. EVL102-0708

Markel American Insurance Company

PRIVACY POLICY AND OFAC NOTICE

We would like to thank you for your business and let you know we respect your privacy. We are committed to protecting your personal information. Please read this notice, which outlines our privacy policies and practices.

We collect nonpublic information about you from the following sources:

- Information we receive from you on applications or other forms such as your name and address;

- Information about your transactions with us, our affiliates, or others;

- Information we receive from a consumer reporting agency.

We do not disclose any nonpublic information about our customers or former customers to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

Insurance agents and/or brokers that you have chosen to work with;
Non-affiliated third parties as permitted by law to provide services you have requested.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

· Foreign agents;

Front organizations

· Terrorists;

· Terrorist organizations; and

· Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – https://www.treasury.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



MARKEL AMERICAN INSURANCE COMPANY

Special Event Liability Insurance

Administrative Offices
P.O. Box 906
Pewaukee, WI 53072-0906
800-236-2862

SPECIAL EVENT LIABILITY INSURANCE

Section 1: Agreement
Section 2: Policy Period
Section 3: Definitions

Section 4: What We Insure

Section 5: Bodily Injury, Property

Damage, and Personal Injury

Exclusions

Section 6: Limits of Liability

Section 7: Duties in the Event of Loss

or Damage

Section 8: Other Insurance
Section 9: General Conditions
Section 10: Hosting Facility Liability

Coverage Option

Section 1: Agreement

We will provide insurance described in this policy, subject to all policy terms and conditions, in return for your payment of the premium and compliance with all policy provisions. You have only those coverages for which limits are shown on the declarations page.

Section 2: Policy Period

This policy applies to **incidents** on the date specified for the **event** described on the **declarations** page and to **accidents** occurring during set up and break down.

Section 3: Definitions

Throughout this policy, most words and phrases that have special meanings appear in bold. Only the pronouns "we", "us", "our", "you", "your", and "yours" are defined, but do not appear in bold. This section defines some of the more general terms used in this policy.

"You", "your" and **named insured**(s) means the individual, business, or organization and the **honoree** named in the **declarations page**. "We", "us" and "our" means the company providing the insurance and named in the declarations page.

Accident means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general conditions that causes **bodily injury** or **property damage** and which arises out of the **event**.

Bodily injury means injury, sickness, disease or death of a person.

Declarations page is the document that identifies the named insured and the company issuing the policy. It indicates the effective date of coverage, the amount for the respective coverages afforded under the policy, and describes the event for which coverage is afforded. The declarations page also lists the policy forms and endorsements that are also a part of this policy, as well as indicating any deductible to be applied to covered losses. The declarations page also indicates an election of the hosting facility liability coverage option, if applicable, and in such event identifies the hosting facility insured.

Event means the private reception and accompanying ceremony, if any, described on the declarations page. Event includes set up and break down and any rehearsal or rehearsal dinner scheduled within 48 hours in advance of the event if the event is a wedding.

Honoree means the person or persons named in the **declarations page** as **honoree**, and in whose honor or for whose benefit the **event** is being held.

Incident is an **accident**, or an event, including a series of related offenses giving rise to an actual or alleged **personal injury** committed at the **event** location.

Insured contract means a contract or lease of facilities or premises, fixtures, improvements or contents, for use at, or as, the location of the event.

Organizational Insured means the following:

- Sole owner, partners, or managers, and their spouses, of the organization named in the declarations page, but only with respect to the conduct of the business named in the declarations page.
- 2. The executive officers and directors of the organization named in the **declarations page**, but only with respect to the conduct of the business named in the **declarations page**.
- 3. Volunteer workers, but only while performing duties related to the business named in the declarations page; or your employees, but only for acts within the scope of their employment by you while performing duties related to the conduct of your business.

Personal injury means injury other than **bodily injury** that arises out of any of the following acts:

- 1. False arrest, false detention, or false imprisonment;
- 2. Malicious prosecution;
- 3. Wrongful entry or wrongful eviction;
- 4. Defamation, libel or slander; or
- 5. Invasion of privacy.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

Policy Territory means the United States and its territories and possessions, Puerto Rico, Canada and cruise ships leaving from a port within these territories.

Property damage means physical damage to or destruction of tangible property. It includes loss of use.

Set up and break down means decoration and removal of decoration at the event

location that occurs no more than 24 hours prior to the **event** and 24 hours after the **event**.

Volunteer worker means a person who is not your employee, and who donates his or her work or service and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work or service performed for you.

Section 4: What We Insure

Bodily Injury, Property Damage and Personal Injury

damages, including will pay We prejudgment interest, due to an incident for which you or an organizational insured is legally liable because of bodily injury, property damage, or personal injury arising out the event. We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any reported incident and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the declarations page by paying judgments or settlements; or tendered to the court of jurisdiction the limit of liability set forth in the declarations page.

2. Additional Payments

In addition to the limit of liability for this coverage we will also pay:

- All costs we incur in the settlement of any claim or defense of any suit;
- Interest on damages awarded in any suit we defend accruing after judgment is entered and before we have paid, offered to pay, or deposited in court that portion of the judgment which is not more than our limit of liability;

- c. Premiums on appeal bonds and attachment bonds required in any suit we defend. We will not pay the premium for attachment bonds for an amount above our limit of liability. We have no obligation to apply for this type of bond;
- d. Loss of earnings of up to \$100 a day when we ask you or an organizational insured to attend trials or hearings; and
- e. Other reasonable expenses incurred at our request.

Section 5: Bodily Injury, Property Damage and Personal Injury Exclusions

We do not cover:

1. Expected or Intended Injury

Bodily injury or property damage caused by the intentional act, or at the direction, of anyone seeking coverage under this policy even if the bodily injury, or property damage is different from, or greater than, that which is expected or intended.

2. Motor Vehicles, Motorized Vehicles, Aircraft or Watercraft

Bodily injury or property damage arising out of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. Use includes loading or unloading. Motor vehicle or motorized vehicle includes any attached trailer.

This exclusion does not apply to negligence that originates at the event and arises independently of the use, ownership, maintenance, or entrustment of any motor vehicle, motorized vehicle, aircraft or watercraft. However, we do not cover bodily injury or property damage that arises out of any imposed vicarious liability, the failure to supervise, or the negligent supervision, of any person, by you or an organizational insured in connection with any motor vehicle, motorized vehicle, aircraft or watercraft.

3. Other Premises

Bodily injury, property damage or personal injury occurring away from the premises or place shown in the declarations page. However, bodily injury occurring away from the premises or place shown in the declarations page, but arising from the negligent conduct of the named insured or organizational insured at the premises or place shown in the Declarations Page for which they are liable, and not otherwise excluded, is covered.

4. Other Than On the Event Date

Bodily injury, or property damage occurring on any date other than the date shown as the event date on the declarations page, unless occurring during set up and break down. Personal injury occurring on any date other than the date shown as the event date in the declarations page. For the purpose of this exclusion, if the event continues past 12:00 a.m., at the location named on the declarations page, such continuation shall be considered as the event date.

5. Commercial Liquor Liability

Bodily injury or **property damage** for which anyone may be held liable by reason of:

- Causing or contributing to the intoxication of any person;
- b. Furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Violation of any law or regulation relating to the sale, distribution or use of alcoholic beverages.

However, part a. of this exclusion applies only if the person or entity seeking coverage is in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

6. Punitive or Exemplary Damages

We cannot be made to pay punitive or exemplary damages, fines or penalties.

7. Workers Compensation and Similar Laws

Any obligation of any person under any Workers Compensation, disability benefits, occupational injury or unemployment compensation or similar law.

8. Employer's Liability

Any named insured or organizational insured against bodily injury or personal injury to:

- a. any employee whose injury arises out of and in the course of their employment by you or an organizational insured; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- a. Whether you or the organizational insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay another entity that must pay damages because of the **injuries** incurred

9. Property in Care, Custody or Control

Property damage to property owned by, loaned to, rented to, or in the care, custody or control of you or any organizational insured. But this exclusion does not prevent coverage for liability for property damage, if otherwise covered, to the premises, fixtures or contents which a named insured or organizational insured rents or hires for use at, or as the location of, the event.

10. Contract or Bailment Liability

Damages for which any person seeking

coverage under this policy is obligated to pay by reason of assumption of liability in a contract or agreement or by bailment. However this exclusion does not eliminate coverage for **property damages**:

- a. That any person seeking coverage under this policy would have in the absence of the contract, bailment or agreement, and which are otherwise covered under this policy; or
- b. Assumed by a **named insured** in a contract or agreement that is an **insured contract**.

11. Bodily Injury or Personal Injury;

- a. To a named insured;
- b. To your partners or managers; a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or volunteer workers while performing duties related to the conduct of your business, if such bodily injury or personal injury is caused by a co-employee or another volunteer worker;
- To the spouse, child, parent, brother or sister of an employee injured as a consequence of paragraph b. above;
- d. For which there is any obligation to share damages with or repay another entity that must pay damages because of an injury described in paragraph b. or c. above;
- e. Arising out of the transmission of a communicable disease by you or an organizational insured; or
- f. Arising out of actual or threatened sexual abuse or molestation, corporal punishment, or physical or mental abuse.

12. Material Published With Knowledge of Falsity

Personal injury arising out of oral or written publication of material, if done by or at the direction of anyone seeking coverage with knowledge of its falsity.

13. Material Published Prior to Event Date

Personal injury arising out of oral or written publication of material whose first publication took place before the date of the event shown in the declarations page.

14. Criminal Acts

Personal injury arising out of a criminal act committed by or at the direction of anyone seeking coverage.

15. Breach of Contract

Personal injury arising out of a breach of contract.

16. Electronic Chatrooms or Bulletin Boards

Personal injury arising out of the use of an electronic chatroom or bulletin board.

17. Professional Services

Bodily injury, **property damage** or **personal injury** arising out of the rendering or failing to render professional services.

18. Pyrotechnics, Fireworks, and Laser Light Shows

Bodily injury, property damage, or personal injury arising out of the preparation or presentation of a pyrotechnic show, firework display, or laser light production.

19. Act or Omission of Provider

Bodily injury, property damage or personal injury arising out of the acts or omissions of any provider of goods or services in conjunction with the event, whether or not a paid contractor or vendor.

20. Pollution

Bodily injury, property damage or personal injury arising out of the presence of or the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of pollutants. This exclusion does not apply to bodily injury, property damage or personal injury caused by heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire is one which is unintended, breaks out from where it was intended to be, or becomes uncontrollable.

21. Pollution Expense

Any loss, cost or expense arising out of any governmental direction or request that you or any **organizational insured** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.

Section 6: Limits of Liability

- 1. The limits of liability shown in the **declarations page**, and the following provisions, establish the most we will pay regardless of the number of:
 - a. Named insureds or organizational insureds;
 - b. Claims made or suits brought;
 - c. Hosting facility insureds, if any;
 - d. Persons injured; or
 - e. Items of property damaged.
- The general aggregate limit is the most we will pay for all damages to which this insurance applies regardless of the number of **incidents** occurring within the scope of this policy.
- The each occurrence limit is the most we will pay for the total sum of all bodily injuries, property damage or personal injuries arising out of any one incident.

Section 7: Duties in the Event of Loss or Damage

In the event of an **incident** you (or someone acting for you) must inform us, or our authorized representative, as soon as reasonably practicable. The notice must give:

- 1. The time, place and other facts; and
- 2. The names and addresses of all involved persons and witnesses.

In addition to providing us with notice, anyone claiming coverage under this policy must:

- Cooperate with and assist us in any manner concerning a claim or suit;
- 2. Cooperate with us to enforce any right of contribution or indemnity from any person or organization who may have liability arising out of the **incident**;
- Promptly send to us any legal papers received relating to any suit or claim; and
- 4. Submit to examinations by us, under oath, as we may reasonably require.

Section 8: Other Insurance

The insurance we provide in this policy is primary.

Section 9: General Conditions

Conformity to State Law. When any policy provision is in conflict with the applicable law of the state in which this policy is issued, the law of the state will apply.

Declarations. By accepting this policy you agree that:

- 1. The statements on the application for this policy are your own;
- 2. This policy is issued in reliance upon the truth of those representations; and
- This policy form, the declarations page and any endorsements listed on the declarations page include all agreements existing between you and us.

False or Fraudulent Acts. Any fraud, intentional misstatement or concealment in the application, or in making of a claim or otherwise howsoever, shall render this

insurance void, and all claims hereunder shall be forfeited. Submitting, or knowingly aiding or abetting another in presenting a claim under this policy will also render the insurance void and payment will be denied.

Assignment. This policy may not be assigned in whole or in part without our consent.

Change or Waiver of Policy Provisions. If we make a change that broadens coverage under this edition of our policy without additional premium charge, the policy will automatically provide the broadened coverage when effective in your state. However, changes implemented through introduction of a subsequent edition of our policy forms will not be automatically provided. A waiver or any other change of a provision of this policy must be in writing by us to be valid.

Our Right to Recover from Others. After we have made payment under this policy, we have the right to recover the payment from anyone who may be held responsible. You and anyone we indemnify must sign any papers and do whatever else is necessary to transfer this right to us. You and anyone we indemnify must do nothing to affect our rights.

Suit Against Us. No action will be brought unless there has been compliance with the policy provisions and the action is started within one (1) year after the alleged loss.

Non-Cancellation. This insurance cannot be cancelled except for non-payment of premium. In the event of non-payment of premium, we may cancel this insurance upon fifteen (15) days written notice to you by certified or registered mail at the mailing address shown in the declarations page.

Currency. Unless otherwise agreed to by us in writing, premiums and losses due hereunder shall be paid in United States Dollars at the rates of exchange ruling when and where the loss occurs.

Bankruptcy. We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any person or entity otherwise entitled to coverage under this policy.

Section 10: Hosting Facility Liability Coverage Option

This coverage option provides primary liability insurance coverage for a **hosting facility insured**, subject to the definitions, exclusions, conditions and limits of liability of this policy. This option does not increase the limits of liability afforded by this policy.

Hosting facility insured means any facility, entity or site (including hotel, restaurant, hall or reception center) identified in the declarations page with Hosting Facility Insured Extension or on a certificate of insurance issued by us or our agent.

We will pay damages, including prejudgment interest, due to an accident for which a hosting facility insured becomes legally liable because of bodily injury or property damage arising out of the event. The liability coverage provided to a hosting facility insured applies only to liability of the hosting facility insured which results solely from fault or wrongdoing on the part of a named insured or organizational insured.

We will defend any such suit seeking those damages, even if the allegations are false or groundless, with legal counsel of our choice. We may investigate any accident and may settle any claim for these damages as we think appropriate. We are not obligated to pay any claim or judgment, or defend any suit, if we have already exhausted the limit of liability set forth in the declarations page by paying judgments or settlements.

Additional Exclusions Applicable to Hosting Facility Insureds

The exclusions of Section 5 of this policy apply and in addition:

1. No coverage is extended to a **hosting** facility insured for fault or wrongdoing

related to, arising from, or resulting from, in whole or in part, acts or omissions of the **hosting facility insured**, its employees or agents.

We do not cover any hosting facility insured against bodily injury to any employee of the hosting facility insured arising out of or in the course of their employment by the hosting facility insured or performing duties relating to the hosting facility insured's business.

This policy is signed at the Home Office of the company by its secretary and president.

MARKEL AMERICAN INSURANCE COMPANY Glen Allen, Virginia

Richard R. Grinnan Secretary

Richard R. Dinno Watter

Matthew Parker President



MARKEL AMERICAN INSURANCE COMPANY

FLORIDA AMENDATORY ENDORSEMENT

In consideration of the premium paid, it is hereby agreed and understood that your policy is amended as follows:

Under Section 9: General Conditions, the False or Fraudulent Acts provision is deleted in its entirety and replaced with the following:

False or Fraudulent Acts. Any fraud, intentional misstatement or concealment in the application, or in making of a claim or otherwise howsoever, may render this insurance void, and all claims hereunder may be forfeited. Submitting, or knowingly aiding or abetting another in presenting a false or fraudulent claim under this policy may also render the insurance void and payment may be denied.

All other terms, conditions, and limitations of the policy remain unchanged.



FLORIDA NOTICE TO POLICYHOLDERS

We are here to serve you....

As our policyholder, your satisfaction is very important to us. Should you have a claim, we fully expect to provide a fair settlement in a timely fashion.

So, if you have any questions or problems, please feel free to call one of our customer service representatives at 1-800-236-2862 or write us at:

Markel American Insurance Company P.O. Box 906 Pewaukee, Wisconsin 53072-0906

Please include your policy number and policy period in any correspondence. Thank you.

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MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.