



City of Margate
DEVELOPMENT REVIEW COMMITTEE
Application for Outdoor Event

5790 Margate Blvd., Margate, FL 33063
954-972-6454

2/10/12/25
Submittal Date (official use):

RECEIVED
OCT 04 2016

BY: AP

Project Name		Cars For A Cure Car & Craft Show
Address		1000 N State Road 7, Margate, FL 33063
Acreage	Folio Number	
Approx 16.9	484125030010	
Existing Use		VACANT
Legal Description		MARGATE 3rd AON 44-48 B PAREL A

DRC # 10-16-06

Paid: n/a



Check this box if you would like to rent the City's portable stage for your promotional event.

Petitioners interested in renting the City's portable stage for their promotional event shall be charged \$50/hr with a minimum rental of four hours for the use of the stage, plus labor costs of \$75/hr. Rentals shall be subject to availability. Official rental forms and agreements are available from, and are to be filed with, the Parks and Recreation Department.

Agent/Contact Name		Pauline Cobble
Address		9235 Lagoon Place #109 Davie, FL 33324
Phone Number		954-830-7515
Fax Number		
Email Address		busybsrelayforlife@gmail.com

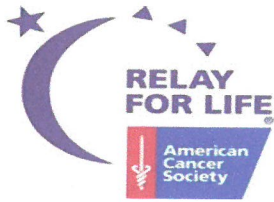
Property Owner Name		Margate Community Redevelopment Agency
Address		5790 Margate Blvd Margate, FL 33063
Phone Number	Fax Number	
954 935 5324	954 935 5211	
Email Address		KVAZQUEZ@margatefl.com

OWNER'S AFFIDAVIT: I certify that I am the owner of record for the above referenced property and give authorization to file this petition. I understand that I, or a representative on my behalf, must be present at the DRC meeting. I further understand that my petition will be subject to the regulations of Chapter 16 1/2 of the Margate City Code.

Maria Colonna
Property Owner's Signature

Date

9/26/2016



Coconut Creek/Margate Relay for Life Cars For A Cure Car & Craft Show

Pauline Cobble, Event Chairman

(954) 830-7515

busybsrelayforlife@gmail.com

September 29, 2016

City of Margate DRC
5790 Margate Blvd.
Margate, FL 33063

Dear City of Margate DRC,

The Coconut Creek/Margate Relay for Life is hosting what we hope will be the first annual Cars For A Cure Car & Craft Show on December 3, 2016 from 11:00-4:00. The event requires set up begin at dawn on December and cleanup will be complete by 7:00pm on December 4, 2016.

The event is fun filled day for the entire family with cars, crafts, raffle/silent auction and a possible guest appearance by Santa. The event is 100% volunteer organized and run with all money raised going to the American Cancer Society.

The City of Margate CRA has joined us as a category sponsor with the use of the vacant land at 1000 N State Road 7, Margate, FL. The Outdoor Event Application, signed by the office of the City of Margate CRA, is attached.

Attached you will also find a preliminary outline of the event set up. Vehicles will enter at the traffic light and be directed (one way) to the right where parking will be available for the public. A dedicated entrance for attendees will be located near the parking area. Handicap parking will be at the north end of the event, as well as volunteer parking. When leaving the event cars will be directed to follow the path east before going north on the property to bring them to the exit at the light. The one-way traffic flow will prevent a backup of traffic entering and exiting the event.

The attached preliminary site plan shows a food area with port-o-lets for the use by all. A craft/vendor area is also outlined. We are asking for the use of the stage as an "in kind" donation from the City of Margate (we have initiated contact with the Department of Parks and Recreation for this). Vendors will be providing their own booth tents and no canopies are being used so there is no proof of fire resistance being submitted.

I spoke with Lt. Galaska of the Margate Police Department the evening of September 26, 2016 regarding the event. No alcohol will be sold/served so he has informed that no special police detail is needed at this time and should that change he will notify us in advance. I am awaiting a written confirmation of this at the time of this submission.

The American Cancer Society, Inc. is providing the certificate of insurance required. This has been requested by Anais Vu at the local American Cancer Society office located at 3363 W Commercial Blvd. Suite 100, Ft. Lauderdale, FL 33309 and will be provided upon receipt of the document.

A handwritten signature in blue ink that reads "Pauline Cobble".

Pauline Cobble
Cars For A Cure
Event Chairman



TEMPORARY USE AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of August, 2016 by and between the MARGATE COMMUNITY REDEVELOPMENT AGENCY, a body politic created pursuant to Florida Statute 163, Part III, hereinafter referred to as "CRA", and

Coconut Creek / Margate Relay For Life, hereinafter referred to as the "Permittee".

WITNESSETH:

WHEREAS, CRA is the owner and manager of certain real property in the City of Margate, Broward County, Florida, as said property (the "Property") is legally described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Permittee has requested the use of the CRA's above-described property for 1060 N. State Rd 7, Margate, FL 33063; and

WHEREAS, CRA is willing to allow the Permittee to use said area for the purposes hereinafter defined.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, CRA hereby grants to the Permittee and the Permittee hereby accepts the use of the premises hereinafter defined upon the following terms and conditions:

ARTICLE I BASIC PROVISIONS

Section 1.01 Premises.

The premises subject to this Agreement consists of the area as depicted in Exhibit "A" attached hereto and by reference made a part hereof, (the "Premises").

Section 1.02 Length of Term and Commencement Date.

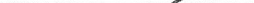
The Term of this Agreement shall be for a period as follows:

December 2 - December 4, 2016, between the hours of 8:00am until 6:00pm

The Commencement Date is the first date listed above.

Section 1.03 Rent.

The rent for the use of the Premises by the Permittee shall be:



payable_____

ARTICLE II

CONSTRUCTION OF PREMISES

Section 2.01 Acceptance of Premises.

The Permittee certifies that it has inspected the Premises and accepts same "as is" in its existing condition as of the Commencement Date of this Agreement.

Section 2.02 Alterations.

The Permittee shall not make or permit any improvements, additions, modifications or alterations whatsoever to the Premises.

ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY PERMITTEE

Section 3.01 Use of Premises.

CARS FOR A CAUSE CAR & CRAFT SHOW The Permittee shall use the Premises solely and exclusively for CRA staff shall be allowed access to the property during regular working hours.

Section 3.02 Waste or Nuisance.

The Permittee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect CRA's fee interest in the Premises.

Section 3.03 Governmental Regulations.

The Permittee shall, at the Permittee's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Permittee or its use of the Premises. The Permittee shall indemnify, defend and save CRA harmless from any and all penalties, fines, costs, expenses, suits, claims or damages resulting from the Permittee's failure to perform its obligations in this Section.

Section 3.04 Surrender of Premises.

Upon termination or expiration of this Agreement, the Permittee at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to CRA in the same condition the Premises were in as of the Commencement Date of this Agreement, reasonable wear and tear excepted. If the Permittee fails to remove any of the personal property from the Premises, then upon expiration of the Term of this Agreement, CRA may remove said personal property from the Premises for which the cost the Permittee shall be responsible and shall pay promptly upon demand. Permittees may be charged additional rent on a pro rata basis for occupying the premises beyond the approved time frame in Section 1.02.

Section 3.05 CRA Events Policy

Any use of the Premises for events approved pursuant to the CRA's adopted Event Policy, as amended from time to time, shall adhere to all requirements of the Event Policy.

ARTICLE IV REPAIRS AND MAINTENANCE OF PREMISES

Section 4.01 Responsibility of the Permittee.

All portions of the Premises shall be kept in good repair and condition by the Permittee. At the end of the Term of this Agreement, the Permittee shall deliver the Premises to CRA in good repair and condition as specified herein. Permittee hereby agrees to immediately remove all trash, rubbish, debris, and equipment from the premises upon the termination of the term of their use and to return the premises to the Margate Community Redevelopment Agency in the same manner as it was at the inception of this Agreement. Permittee shall be responsible for electrical service that may be required.

Section 4.02.

The Permittee shall provide such evidence of its corporate good standing in existence to the CRA prior to occupancy, as well as a Certificate of Incumbency as to its current Directors and Officers.

ARTICLE V INSURANCE AND INDEMNITY

Section 5.01 Liability Insurance.

The Permittee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence combined single limit bodily injury and property damage liability. All insurance policies shall name the Margate Community Redevelopment Agency, its agents and employees and the City of Margate, Florida, its agents and employees as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and subject to the approval of the CRA. A Certificate of Insurance evidencing such insurance coverage shall be provided to the CRA prior to the Commencement Date, such Certificate indicating at least thirty (30) days prior notice of cancellation or adverse material change in coverage. The General Liability Policy shall include coverage for Premises - Operations, Contractual Liability, and Broad Form Property Damage Liability coverage. In no event shall the limits of said insurance policies be considered as limiting the liability of the Permittee under this Agreement. In the event that the Permittee shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by the Permittee under this Agreement, CRA may procure same from such insurance carriers as CRA may deem proper, and the Permittee shall pay as Rent, upon demand of the CRA any and all premiums, costs, charges and expenses incurred or expended by CRA in obtaining such insurance. Notwithstanding the foregoing sentence, the Permittee shall nevertheless hold CRA harmless from any loss or damage incurred or suffered by CRA from the Permittee's failure to maintain such insurance.

Section 5.02 Indemnification.

The Permittee shall indemnify and hold harmless the CRA, its agents and employees, the City of Margate, Florida (City) its agents and employees from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Agreement for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the use and occupancy of the Premises by the Permittee, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event CRA or City shall be made a party to any litigation commenced against the Permittee or by the Permittee against any third party, then the Permittee shall protect and hold CRA and City harmless and pay all costs and attorneys' fees incurred in connection with such litigation, and any appeals thereof. Nothing contained herein shall be construed as a waiver of sovereign immunity enjoyed by the CRA and City, as provided in Florida Statutes 768.28 as amended, or any other law providing limitations on claims.

ARTICLE VI LEGAL EXPENSES

In the event that it shall become necessary for CRA to employ the services of any attorney to enforce any of its rights under this Agreement or to collect any sums due to it under this Agreement or to remedy the breach of any covenant of this Agreement on the part of the Permittee to be kept or performed, regardless of whether suit be brought, the Permittee shall pay to CRA such reasonable fee as shall be charged by CRA's attorney for such services. Should suit be brought for the recovery of possession of the Premises, or for any sum due CRA under this Agreement, or because of the default by the Permittee of any of the covenants of this Agreement, the Permittee shall pay to CRA all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

ARTICLE VII MISCELLANEOUS

Section 7.01 Entire Agreement.

This Agreement and any Exhibits attached hereto and forming a part thereof as fully set forth herein, constitute all agreements, conditions and understandings between CRA and the Permittee concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon CRA or the Permittee unless reduced to writing and signed by them.

Section 7.02 Notices.

Any consents, approvals and permissions by CRA shall be effective and valid only if in writing. Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail return receipt requested, addressed:

- (a) If to CRA:
CRA Executive Director
5790 Margate Blvd.
Margate FL 33063 with a copy to:

David Tolces, CRA Attorney
Goren Cherof Doody & Ezrol
3099 East Commercial Blvd. Suite 200
Fort Lauderdale FL 33308

- (b) If to Permittee:

Pauline Dobbie
3363 W. Commercial Blvd
Suite 100
Fort Lauderdale, FL 33309

Section 7.03 Waiver of Jury Trial.

The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

Section 7.04 Governing Law.

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Broward County.

Section 7.05 Time of Essence.

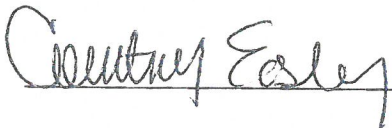
Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

Section 7.06 Severability.

If any term of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WITNESSES:

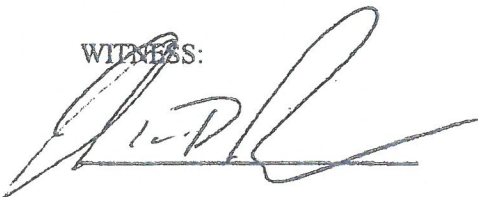


MARGATE COMMUNITY
REDEVELOPMENT AGENCY


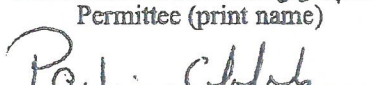
By:


Board Chair

WITNESS:

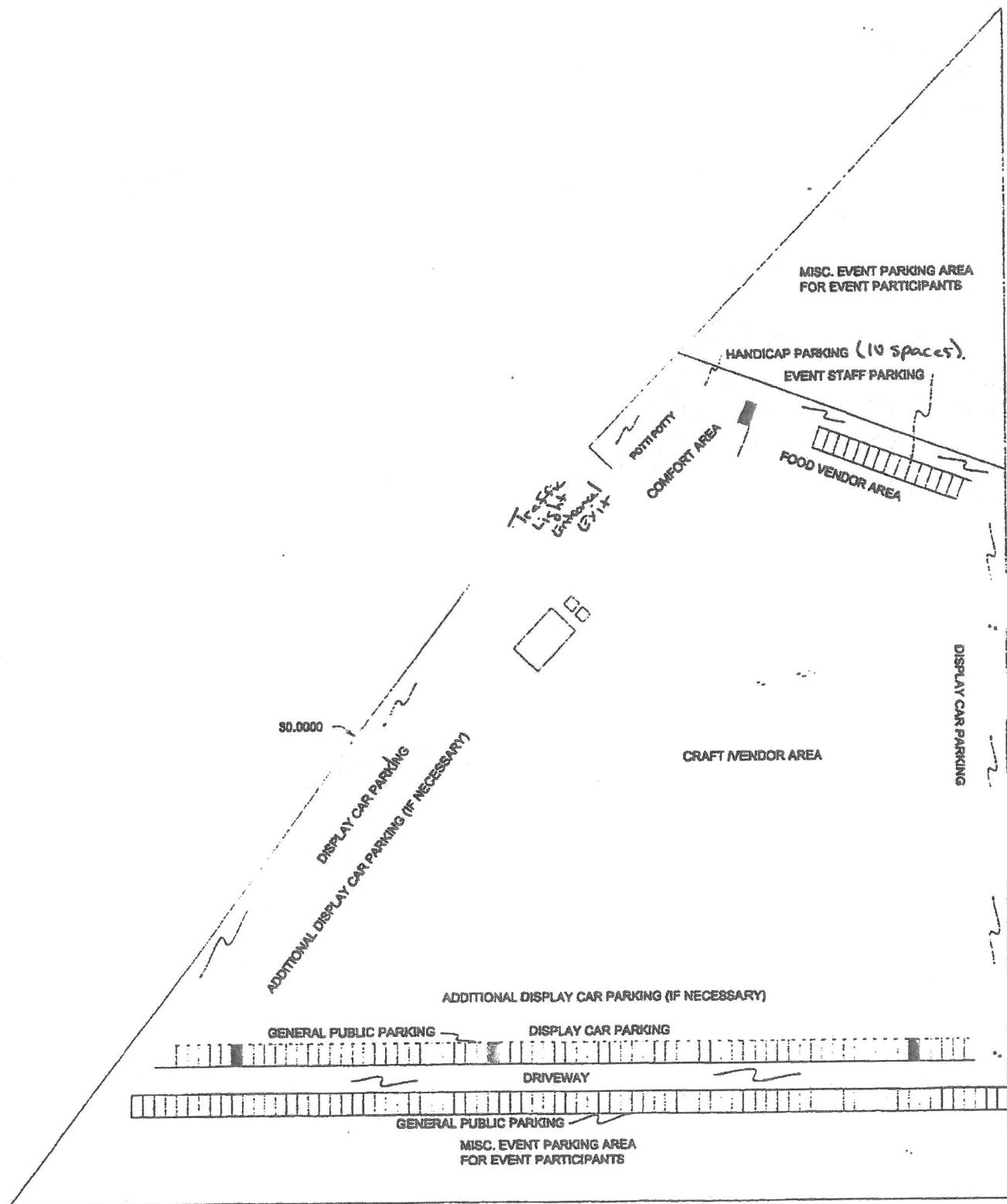


By:


Permittee (print name)

Permittee (signature)

Coconut Creek/Margate Relay for Life

CARS FOR A CURE CAR & CRAFT SHOW



CITY OF MARGATE



HOLD-HARMLESS AGREEMENT

RE: OUTDOOR EVENT

Event Name/Description: Cars For A Cure Car & Craft Show

Event Location: 1000 N State Rd 7 Margate, FL

Date(s) Of Event: 12/2/2016, 12/3/2016, 12/4/2016

Property Legal Description: Margate 3rd AOD 44-48-13 Parcel A

Pursuant to the requirements set forth in Section 3.24, of Article III, of Appendix A, of the Code of the City of Margate, Florida, the petitioner(s) appearing before the Development Review Committee for the promotional outdoor event described above do(es) hereby agree to indemnify, defend, and hold the City of Margate harmless for any claim or suit arising out of the planning, organizing, or operation of this promotional outdoor event.

Petitioner's Signature: Daniel W. Talbot

Petitioner's Printed Name: DANIEL W. TALBOT

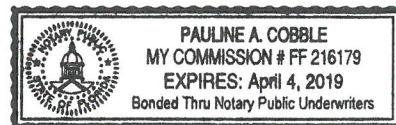
Petitioner's Official Title: EVENT CO-CHAIRMAN

Organization/Corporation: RELAY FOR LIFE

Subscribed and sworn to before me this 02 day of October

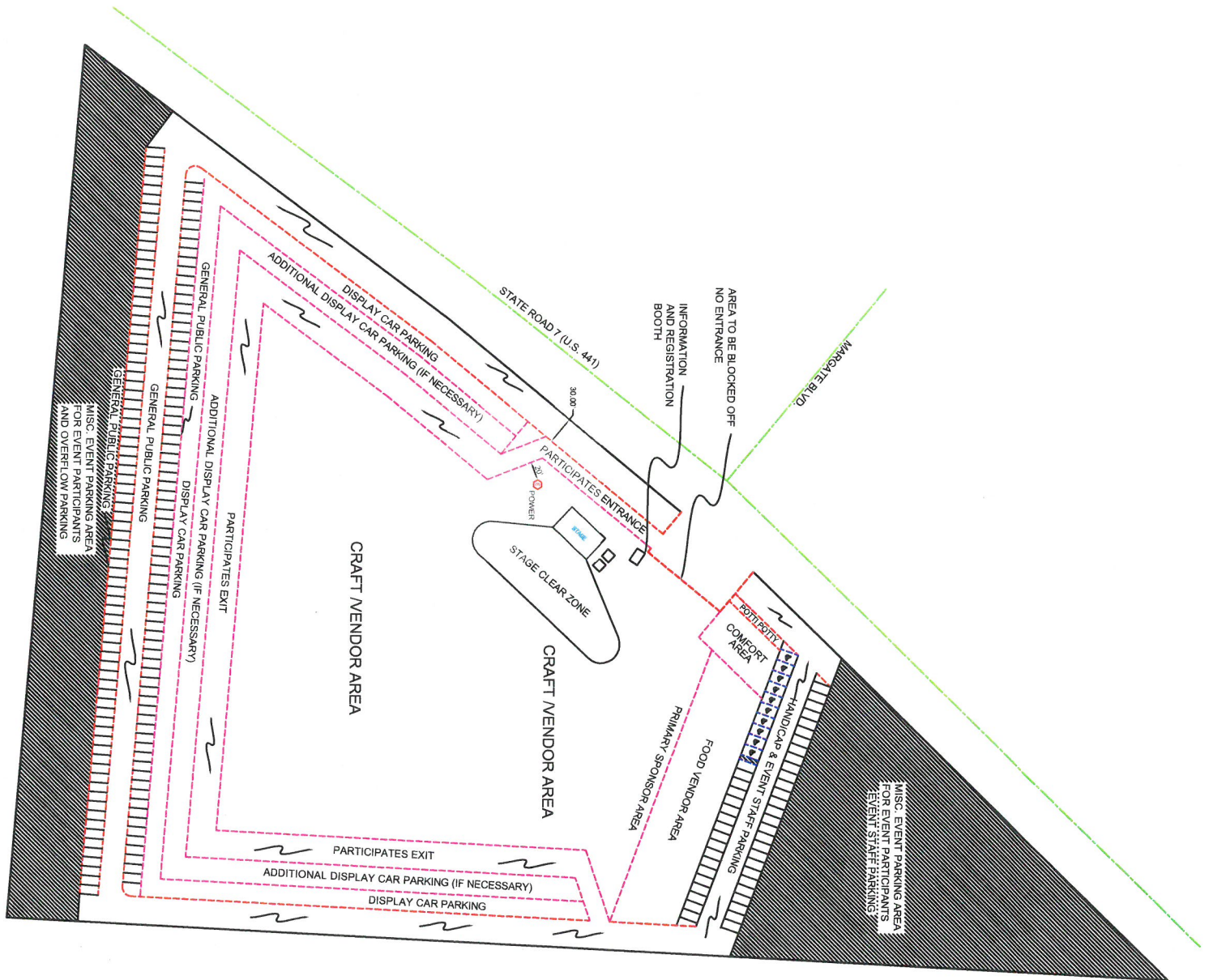
20 16.

Pauline A. Cobble
Signature of Notary



Notary's Seal

✓ Personally known to me.



NOTE:
 PRIMARY CAR AREA HOLDS = 185 CARS
 ADD. AREA HOLDS = 150 CARS
 CRAFT AND VENDOR AREA = 206,405.3
 SQ. FT. OR 4.7 ACRES