



PARKS & RECREATION DEPARTMENT

PERMITTED VEHICLE/EQUIPMENT ON BEACH APPLICATION

IT IS INCUMBENT UPON THE APPLICANT TO SUBMIT COMPLETE AND CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPLICATION.

ALL APPLICATIONS ARE TO BE FILLED OUT COMPLETELY AND CORRECTLY AND SUBMITTED IN PERSON (NO FAX OR DELIVERIES) TO THE PARKS & RECREATION DEPARTMENT.

THE APPLICANT, BY FILING THIS APPLICATION, AGREES TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE COMMUNITY DEVELOPMENT CODE, CODE OF ORDINANCES AND FLORIDA STATUTES.

APPLICATION FEE: \$50

APPLICANT:

MAILING ADDRESS:

PHONE NUMBER:

EMAIL:

BUSINESS TAX RECEIPT (BTR):

BUSINESS OWNER/REPRESENTATIVE:

MAILING ADDRESS:

PHONE NUMBER:

EMAIL:

LIST OFF-HIGHWAY VEHICLES (PURSUANT TO F.S. 317.0003) HERE

GENERAL DESCRIPTION	COLOR	MAKE/MODEL	PLATE NO. (AS APPLICABLE)	VIN (AS APPLICABLE)

FOR DEPARTMENTAL USE ONLY

APPROVED (INITIALS)

DENIED (INITIALS)

DATE

PARKS

OTHER:

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IN ADDITION TO THE COMPLETED APPLICATION, THE FOLLOWING INFORMATION AND/OR PLANS MUST BE SUBMITTED:

- ☐ A plan that depicts the following:
 - ☐ The proposed staging locations of the vehicles/equipment including all dimensions.
 - ☐ Parking areas, sidewalks and driveways.
 - ☐ The anticipated route of the vehicle(s).
 - ☐ All access points to the beach with the proposed access points to be used clearly marked.
 - ☐ The location of curbing, sidewalk and any other furnishings, equipment or structures within the public right(s)-of-way and beach parcel(s).
 - ☐ Clear delineation of all pedestrian pathways.
- ☐ A copy of a current certificate of insurance in the amounts and categories required below (All policies of insurance must be endorsed to provide the City with 30 days notice of cancellation or restriction):
 - ☐ Comprehensive general liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single limit bodily injury liability and property damage liability. The City is to be specifically included as an additional insured on the policy.
 - ☐ Workers' Compensation insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including employers' liability which meets all state and federal laws.
 - ☐ Business Vehicle Liability Policy covering claims for injuries to persons or damage to property that arise from or in connection with use of a motor vehicle owned by the operator not less than \$1,000,000. The City is to be specifically included as an additional insured on the policy.
- ☐ Indemnification and Hold Harmless Agreement form approval from the City Attorney.
- ☐ Current, valid BTR number.

PERMITTED VEHICLE/EQUIPMENT ON BEACH APPLICATION**BY SIGNING BELOW YOU ACKNOWLEDGE THE FOLLOWING OPERATIONAL REQUIREMENTS:**

- ☐ All vehicles and equipment used shall be maintained in a clean and attractive appearance and shall be in good repair at all times.
- ☐ No amplified music is allowed.
- ☐ No headphones, ear buds or any like personal amplification device shall be used at any time while any vehicle is on the beach whether in motion or not or when using any equipment.
- ☐ All vehicle operators shall have on their person a valid driver's license and shall present such license upon request by any City employee.
- ☐ No operator may operate any vehicle or equipment while under the influence of any alcohol or illicit or illegal drug.
- ☐ No operator may operate any vehicle or equipment while using any over-the-counter or prescribed medication which specifically warns against the use of any vehicle or heavy equipment while taking said medication.
- ☐ No food or drink shall be consumed during the active operation of any vehicle or equipment on the beach or within any the right(s)-of-way.
- ☐ The hours of operation shall be between the hours of _____ a.m. and _____ a.m. and again between the hours of _____ p.m. and _____ p.m. seven days per week. The use of vehicles/related equipment may be permitted at any time in an emergency.
- ☐ The vehicle operator is responsible for repair of any damage to any structure on the beach and right(s)-of-way caused by the operator. The repair shall be made to City standards and within a reasonable timeframe.
- ☐ By use of any permit granted hereunder, the operator agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of the use of the public right(s)-of-way. The vehicle operator shall enter into a written agreement with the City to evidence this indemnification. Such agreement must have the written approval of the City Attorney prior to issuance of permit.
- ☐ As necessitated from time to time, the City may require the temporary removal of certain items maintained, owned and or leased/rented out by the vehicle operator. The operator shall be responsible for removing all vehicles/furnishings/items at least 24 hours prior to the date identified in writing by the City. The City shall not be responsible for any costs associated with the removal or the return and installation of any such vehicles/furnishings/items.
- ☐ The City may cause the immediate removal or relocation of all or any part of the business/activity in emergency situations as determined by the City. The City, its officers, agents and employees are not responsible for any damage or loss of any items used in association with/by the business/activity relocated during emergency situations and are not responsible for any costs associated with the removal or the return and installation of any such items.
- ☐ The City has the authority to secure or remove any items associated with the business/activity if necessary in the interest of public safety.
- ☐ The use of any vehicle(s) on the beach shall be limited to the placement and removal of rental equipment only as defined or allowed pursuant to F.S. 161.58.
- ☐ All permitted vehicles must clearly display, at all times, a valid permit sticker issued by the City.
- ☐ A copy of a valid permit must be available to present to any City Staff upon request.
- ☐ A valid Business Tax Receipt (BTR) is required in association with the use of any listed subject vehicle.
- ☐ Renewal of the permit is required annually on or by September 30 in conjunction with the associated business's BTR renewal.
- ☐ Permit applies only to off-highway vehicles as defined pursuant to F.S. 317.0003.



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REVOCATION OF PERMIT:

Upon revocation of a permit, the Parks & Recreation Department Director or designee shall give written notice of such action by certified mail, return receipt requested, to the permittee at the address listed on the application, stating the reason(s) for revocation. The revocation shall become effective 15 days following mailing of the notice. The Parks & Recreation Department Director may revoke a permit for any beach activity if it is found that:

- ☐ Any necessary business or health permit or business tax receipt has been suspended or revoked or expired; or
- ☐ Changing conditions of pedestrian or vehicular traffic cause congestion necessitating the removal of the beach activity. Such decision shall be based upon findings of the Parks & Recreation Department Director, after consulting with the city engineer and city attorney, that the existing conditions represent a danger to the health, safety or general welfare of the public and cannot be resolved through modification to the size, scope, scale and/or location of the beach activity; or
- ☐ The operator fails to comply with one or more requirements of the permit or Florida Statute 161.58; or
- ☐ The beach activity is deemed to be a threat to public safety, in which case the permit may be revoked immediately without notice or compliance with the requirements described above.

STATE OF FLORIDA, COUNTY OF PINELLAS

I, the undersigned, acknowledge that all representations made in this application are true and accurate to the best of my knowledge and authorize City representatives to visit and photograph the property described in this application.

Sworn to and subscribed before me this _____ day of _____, _____, to me and/or by _____, who is personally known has produced _____ as identification.

Signature of property or business owner or representative

Notary public,

My commission expires: _____



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INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

APPLICANT and PROPERTY/BUSINESS OWNER agree to indemnify and hold harmless the CITY OF CLEARWATER and its respective agents, officers, and employees, from and against any and all liability, loss, damages, interests, judgments, and liens growing out of or incurred in connection with any and all claims, demands, suits, actions or proceedings which may be brought against the CITY by reason of the CITY's actions in processing, approval, and operation of the permitted vehicle within a public beach associated with the property located at _____, Clearwater, Florida, regardless of any negligence of Applicant or Property Owner or their directors, agents, employees, subcontractors, members or tenants. Nothing herein shall be construed as consent by the CITY to be sued by third parties, or as a waiver or modification of the provisions or limits of Section 768.28, Florida Statutes or the Doctrine of Sovereign Immunity.

[Notarization]

President/Authorized Agent
Applicant

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this ____ day of ____, (year), by _____, who is personally known to me or who has produced (type of identification) as identification.

Notary public,
My commission expires:

[Notarization]

President/Authorized Agent
Property or Business Owner

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this ____ day of ____, (year), by _____, who is personally known to me or who has produced (type of identification) as identification.

Notary public,
My commission expires: