



August 24, 2021

City Council  
City of Green Cove Springs  
321 Walnut Street  
Green Cove Springs, FL 32043

Dear Council Members,

CalaVida is back on the calendar for October 11-16, 2021. We are so grateful to the City of Green Cove Springs for your past support and would like to ask that our fees once again be waived. The artist, authors and vendors all participate without paying a fee and since we are supported completely by sponsors, you make it possible for us to continue.

Our events are, as always, varied and all inclusive. One event I would like to call to your attention is on Wednesday at 6:00 at the Pool Pavilion. Just the Zoo of Us is a podcast that has gleaned national attention and just happens to be produced by two Clay High School graduates, Christian and Ellen Deeks Weatherford. They will discuss 2 separate "animals" and give them a rating in their live podcast. One is only found in Green Cove Springs. I hope you are intrigued.

Thank you again for joining with CalaVida for our seventh event.

Sincerely,

*Sandra Royal*

Sandra Royal

calavidafestival@gmail.com  
(904) 284-2931  
CalaVida.com

The Mission of the CalaVida Arts Festival is to foster and support arts education and provide quality artistic performances and events that promote the historical, cultural and social importance of the diverse community of Green Cove Springs, Florida.

# CITY OF GREEN COVE SPRINGS

321 Walnut Street, Green Cove Springs, FL 32043  
 Phone: (904) 297-7500, x-3320; Fax: (904) 284-8118  
**PARK RESERVATION APPLICATION**

GCS Police Department  
 904-297-7300 ext. 3  
 Call for any concerns with  
 reservations, after normal  
 working hours!



Name: Sandra Royal Daytime Phone No.: 904-284-2931  
 Organization: CalaVida Inc. Cell Phone No.: 904-208-1011  
 Address: 3688 La Costa Ct. Driver's License No.: R400-792-50-562-0  
 City, State, Zip: Green Cove Springs, 32043 E-mail: CalaVidaFestival@gmail.com

### PARK FEE SCHEDULE

#### SPRING PARK:

- Gazebo (G) \$400.00 (No more than a 5-hour time block reservation)
- Pool Pavilion (PP) \$400.00 (No more than a 5-hour time block reservation)  
Rental requires a \$250 Refundable Clean-up Deposit
- Large Pavilion (LP) 5 tables – seats approx. 50-60 \$200.00
- Small Pavilion (SP) 6 tables – seats approx. 36 \$100.00
- Large Picnic Shelter (LPS) 3 tables – seats approx. 18 \$ 75.00
- Small Picnic Shelter (SPS-A) 1 table \$ 50.00
- Small Picnic Shelter (SPS-B) 1 table \$ 50.00
- Pool (P) **Seasonal** \$200.00 (No more than a 2-hour time block reservation)  
Reservations times: 9am – 11am or 7pm – 9pm  
Rental requires a \$75 Refundable Clean-up Deposit  
& includes 2 Lifeguards)

#### VERA FRANCIS HALL PARK:

- Amphitheater (A) \$400.00
- Picnic Shelter (PS-A) 2 tables – seats approx. 12 \$ 75.00
- Picnic Shelter (PS-B) 2 tables – seats approx. 12 \$ 75.00
- Softball Field \$200.00 (All Reservations)

<u>GCS</u>	<u>Clay County</u>	<u>Outside</u>
<u>Residents</u>	<u>Residents</u>	<u>Clay County</u>

#### AUGUSTA SAVAGE ARTS & COMMUNITY CENTER:

Rental of the Thomas Hogan Memorial Gymnasium requires a \$150.00 refundable deposit  
 Maximum capacity = 300 persons (Unavailable during operating hours = 11am-7pm)

- |   |                             |          |          |
|---|-----------------------------|----------|----------|
| <input type="checkbox"/> T. Hogan Memorial Gymnasium<br>(Limited to Sports Activities Only) | \$300.00                    | \$350.00 | \$450.00 |
| <input type="checkbox"/> Softball Field   | \$200.00 (All Reservations) |          |          |

**ALL RESERVATION FEES ARE NON-REFUNDABLE**

**RESERVATION DATE:** Oct. 13-16 **HOURS REQUESTED: FROM:** various **TO:** \_\_\_\_\_  
(including set-up and clean-up time)

**PURPOSE FOR RESERVATION:**  Birthday Party  Church Function  Family Reunion  
 Wedding  Other: Music & Arts Festival

**ESTIMATED NO. OF GUESTS EXPECTED:** 2000+/-

**RESERVATIONS.** A Reservation Application Form and Hold Harmless and Indemnification Agreement must be completed and submitted along with the deposit and rental fee, paid in full, before any reservation is confirmed. No one under 21 may sign the form. Reservations must be made at least seven (7) calendar days, but no more than six (6) months, in advance.

**RENTAL PAYMENT.** Payment for the facilities shall be made by check, money order, or cash and is due at the time the reservation is made. Payment made by check or money order should be made payable to the "City of Green Cove Springs." Returned checks are subject to a fee of \$25.00 plus all bank charges. All rental fees and security deposit must then be made in cash. Final fees are computed from the time of initial set-up through final clean-up. If any additional fees are due and are not paid within 48 hours, funds will be deducted from the deposit.

**REFUNDS:** All Park Rental Fees are **NON-REFUNDABLE**. However, reservations may be rescheduled upon written request provided the requested shelter / facility is/are not already reserved.

**REFUNDABLE DEPOSITS:** All refunds will be processed and mailed to the address on the first page of this form within 10 business days after City approval.

**AMPLIFICATION REQUESTED?** YES \_\_\_\_\_ NO X

If **YES**, City Staff may authorize any of the following types of amplification: CD player, boom box/radio, karaoke machine, or electronic music player/speaker, i.e., Cell Phone, iPad, iPod, Tablet.

If **YES**, and your amplification is not one of the above options that City Staff may approve, then approval from the City Manager is required in the form of a **WRITTEN AND SIGNED** request stating what type of equipment will be used, what time frame the equipment will be used, and for what purpose. This is required to be submitted along with the required forms necessary to confirm any park reservation.

For more information relating to allowable noise levels and prohibitions, please refer to City Code Section ~~26-93 and 26-94(a)~~ 62-114 & 62-144

- (a) Prohibitions. It shall be unlawful for any person to: (i) make, continue, or cause to be made or continued any noise disturbance, or any sound which is plainly audible, in violation of any of the specific prohibitions contained in this section; or (ii) otherwise violate any of the specific prohibitions contained in this section.
  - (1) Amplified sound produced by electronic audio equipment, musical instruments, and similar devices. No person shall operate, play, or permit the operation or playing of any radio, stereo, tape player, television, electronic audio equipment, musical instrument, or other sound amplifier in such a manner as to:
    - a. Be plainly audible at a distance of 200 feet or more from the real property boundary of the source of the sound;
    - b. Create across a real property boundary a noise disturbance in a residence, office, store, or other building;
    - c. If the source of the sound is in a building containing more than one residential unit, create a noise disturbance in another residential unit through a floor, ceiling, or wall separating residential units; or
    - d. Violate the maximum sound levels contained in [section 26-93](#) 62-144

**I HEREBY MAKE APPLICATION TO THE CITY OF GREEN COVE SPRINGS FOR A RESERVATION FOR THE ABOVE REQUESTED PARK. I AGREE TO ALL TERMS AND CONDITIONS LISTED IN THIS PARK RESERVATION APPLICATION AND RENTAL AGREEMENT. I ALSO AGREE TO THE CONDITIONS LISTED IN THE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.**

**Do not write below – For the City of Green Cove Springs**

Deposit Fee: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Check # \_\_\_\_\_ Cash: \_\_\_\_\_ Card: \_\_\_\_\_ Received by: \_\_\_\_\_

Rental Fee: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Check # \_\_\_\_\_ Cash: \_\_\_\_\_ Card: \_\_\_\_\_ Received by: \_\_\_\_\_

Return of Security Deposit: Date: \_\_\_\_\_ Check # \_\_\_\_\_ Cash: \_\_\_\_\_ Card: \_\_\_\_\_ Received by: \_\_\_\_\_

Comments and Conditions: \_\_\_\_\_

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT  
FOR SPECIAL EVENT  
(CITY PARKS)**



This Hold Harmless and Indemnification Agreement, referred to as the "Agreement", is executed in duplicate originals by CalaVida, ("Indemnitor"), in favor of the City of Green Cove Springs, a Florida municipal corporation, ("City") on this 24 day of August, 2021.

**RECITALS**

**WHEREAS**, the City is the owner of Spring Park, the City Pool, Vera Francis Hall Park, and Augusta Savage Arts & Community Center or other City owned property, referred to collectively as "Parks"; and

**WHEREAS**, the Indemnitor has requested that the City make available:

- Spring Park, 200 Spring Street,  
 Pool, 229 Walnut Street,  
 Vera Francis Hall Park, 1400 Martin Luther King Jr., Blvd., or  
 Augusta Savage Arts & Community Center, Thomas Hogan Memorial Gymnasium, 415 Lemon Street.  
 Other described as: \_\_\_\_\_

; and

**WHEREAS**, the Indemnitor and its guests, referred to collectively as Invited Parties, are using a portion of the City Parks, described as: Spring Park referred to as the "Designated Area" for the purposes of a Music & Arts Festival, referred to as the "Event" to be held on Oct. 13-16 [date], and the City has agreed to permit that use of the Designated Area on the condition that the Indemnitor covenants and agrees to the terms and conditions of this Agreement and all other Rules and Regulations attached hereto and by reference made a part hereof.

**THEREFORE**, in consideration of the City allowing the Indemnitor to conduct the Event in the Designated Area, and for \$ 0 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the City, the Indemnitor covenants and agrees as follows:

1. The Indemnitor shall indemnify, defend and hold free and harmless the City, its volunteers, employees, agents, attorneys, insurance carriers, subsidiaries and affiliates, and the tenants, visitors and occupants of City Parks, referred to as the Releasees, and each of their respective guests, agents, servants, employees, officers and directors from and against any and all actions, claims, liabilities, assertions of liabilities, losses, costs and expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted or alleged to have resulted from the presence, activities, events and omissions of any nature whatsoever of the Indemnitor, the Invited Parties, their agents, servants, employees, and their respective guests and invitees, and any other attendees of the Event, whether invited or uninvited, on or adjacent to City Parks and surrounding City-owned lands on the above dates in connection with the use and occupancy of the Designated Area for the Event including, without limitation, any claim or claims for bodily injury or death of any persons whatsoever and for any loss or damage whatsoever, for any loss of the means of support and for any loss or damage whatsoever to property.

2. The Indemnitor, on behalf of itself, its employees, agents, the Invited Parties, and any and all parties who utilize the Designated Area for the purposes of the Event, referred to collectively as the Releasors, releases, acquits and forever discharges the City, Releasees, their successors, assigns, agents, attorneys, insurance carriers, affiliates, subsidiaries, agents and employees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasors now have or may ever have against the City, Releasees, their successors, assigns, affiliates, subsidiaries, agents and employees on account of any and all known and unknown

Hold Harmless and Indemnification Agreement  
for Park Reservation  
Page 2 of 2

present or future injuries, losses and damages sustained or received or which may be sustained by the Releasors or the property of the Releasors occurring on, at or about City Parks and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities, resulting during the time that the Releasors are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.

3. Notwithstanding that the Indemnitor shall have full responsibility for the conduct and management of the Event in a safe, lawful and non-disruptive manner, the Invited Parties shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event.

4. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.

5. The Indemnitor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Indemnitor or the Invited Parties at the Event without specific authority granted by the City Council.

6. The Indemnitor represents and warrants to the City that it has the full right, power, and authority to execute this Agreement.

7. Notwithstanding any terms of this Agreement to the contrary, nothing contained herein shall be construed or interpreted to waive the City's sovereign immunity or to increase the dollar limit of the City's liability beyond that which is set forth in Section 768.28, Florida Statutes, as amended.

8. The City may cancel this Agreement upon giving the Indemnitor seven (7) days written notice.

The Indemnitor has executed this Agreement on the date first written above.

Indemnitor (Print): Sandra Royal

City of Green Cove Springs:

Signature: *Sandra Royal*

By: *Steve Kennedy*  
Steve Kennedy, City Manager

Witness:

Attest:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Kimberly Thomas, Executive Assistant

Approved as to form only:

\_\_\_\_\_

By: *L.J. Arnold, III*

L. J. Arnold, III, City Attorney

# City of Green Cove Springs Special Event Application



**Instructions:** The information requested in this application will help staff approve your event and ensure adequate facilities are provided. Each section must be completed in its entirety. This application should be submitted to the Development Services Department a **minimum** of 10 days in advance for a minor event and 30 days in advance for a major event. Staff will determine whether the event is major or minor.

## EVENT SUMMARY

<b>Event Title</b>	CalaVida
<b>Description</b>	CalaVida is a music and arts festival that includes dance, art, writing, music and a live podcast.

**Event**     Promotional Event     Concert/Performance     Festival  
**Purpose**    Fundraiser                       Parade/Procession/March     Walk/Run  
                Outdoor Market                 Community Gathering        Other

If other, please describe: \_\_\_\_\_

**Estimated Attendance**                      Peak 1500                      Average Per Day 75                      Total 1875

<b>Event Website</b>	CalaVida.com
----------------------	--------------

### Date/Time

Day of Event: Oct. 13-16, 2021    Set-Up: 9:00                       AM  PM  
 Start/End Time: varied    Breakdown: 9:00                       AM  PM

**Provide the address and a general description of the venue and space to be utilized there.**

<b>Location</b>	Large Pavilion across from Ronnies will be used for: Wednesday - Just the Zoo of Us Podcast - 6:00 pm-8:00 pm Thursday - Bluegrass Jam Session - 6:00 pm-9:00 pm, Saturday - Authors will be meeting, greeting and selling from 10:00 am-3:00 pm. The Park with all pavilions for Friday night Sponsor event - Blues in the Night 6:00-9:00. There is a concert - Mama Blue and it is of course open to the public. Saturday in the park 10:00 am-9:00 pm
-----------------	---

**Area of Event Site (SqFt or Acres):** \_\_\_\_\_

## APPLICANT

### Host Organization (if any)

Name	Sandra Royal
Address	3688 La Costa Court, Green Cove Springs, FL 32043
Phone Number	904-284-2931 cel 904-208-1011
Email	CalaVidaFestival@gmail.com

### Contact Person

Name	Same as above
Address	
Phone Number	
Email	

### VENUE SPECIFICS

Please provide a **site sketch** for the venue which shows: (1) ingress and egress to the site, (2) any requested closure of public roads or public parking spaces, (3) designated event parking, (4) location of first aide, (5) location of garbage and recycling cans to be provided, (6) location of restrooms (on-site and portable, including those which are ADA accessible) and handwashing stations, (7) location of vendors, (8) location of entertainment, and (9) location of any other event infrastructure.

YES NO

Are you requesting the closure of any roads or public parking spaces in conjunction with this event? If yes, please provide details. Street in front of Ronnie on Wed, Thur., Fri, and Sat.

**NOTE: Road closures must be approved by City Council.**

Are you requesting any aide from the City for this event (police presence, barricades for road closures, etc.)? If yes, please provide details. barricades

**NOTE: Assistance is subject to availability and staff approval; payment for services may be required. If approved, assistance will be coordinated by the applicant with the appropriate department.**

Will there be any tents / canopies used as part of the event? If yes, please indicate how many and what size(s). Some artists use tents for their displays. Also we have a few food trucks.

**NOTE: All tents must be properly anchored. Tents may require additional review, associated fees, and permitting. Staff will help you determine if a tent permit is required.**

### SUBMISSION INFORMATION

Applications should be submitted to the Development Services Department. E-mail your completed application to [planning@greencovesprings.com](mailto:planning@greencovesprings.com) or mail / hand deliver your completed application to:

City of Green Cove Springs  
Development Services Department  
321 Walnut Street  
Green Cove Springs, FL 32043

Minor events are decisioned by the Site Development Review Team (SDRT). Major events must be approved by City Council. After an initial approval of a major event, additional information may be required, as written in City Code Sec. 117-791 of the city code.

Upon approval by SDRT (and when necessary, City Council) and payment of fees, staff will issue an event permit.

**FEES**

**Minor Event:** \$50

**Major Event:** \$500 + \$100 for each additional 1,000 persons over 5,000

The applicant will pay the appropriate fee based on estimated total attendance but must provide attendance figures after the event to verify fees paid.

**AFFIDAVIT OF APPLICANT**

I certify that I am at least eighteen (18) years old, that I am empowered to execute this application on behalf of the host organization. and that the information on this application is true and complete to the best of my knowledge. I agree to hold harmless, indemnify and defend the City of Green Cove Springs, its officers and employees from any liability costs and attorney fees, which may arise from the Special Event.

I understand that this Special Event application does not guarantee approval of my event or reservation of the event location. I understand that failure to provide information and/or failure to obtain permits by established deadlines will result in cancellation of such Special Event.

I agree to comply with all City ordinances and regulations in connection with this Special Event. I understand that the violation of any City ordinances and/or regulations during the event will result in immediate termination at the City's discretion and ineligibility for future Special Events.

I understand it is my responsibility to (1) ensure all vendors are properly licensed with the appropriate authorities and (2) return the site to its original condition after the event. Food vending is subject to inspection by the Department of Business and Professional Regulations, Division of Hotels and Restaurants (DBPR). Event coordinators are responsible for notifying DBPR that they intend to conduct an event with food vendors. Call DBPR – (850) 487.1395 for details. Alcoholic beverages may not be consumed as part of the event without the appropriate State and City approvals

I understand temporary signs and banners are not allowed in the City Limits of Green Cove Springs unless in areas designated by the City Manager or for events which are City Sponsored. Signage otherwise would be limited to the duration of the event.

I agree to pay the City for any services required in staging this Special Event. I understand that a Final Permit authorizing the conduct of the event will not be issued until all permit fees are paid and all required information has been provided.

If the event is cancelled after receipt of the permit, I understand a refund is not guaranteed. Any changes in venue or event dates must be submitted to the Development Services Department to be routed for review; approval of changes is not guaranteed.

<b>Applicant Signature</b>	<u>Sandra Royal</u>
<b>Applicant Printed Name</b>	<u>Sandra Royal</u>
<b>Applicant Title(if any)</b>	<u>Director</u>
<b>Date</b>	<u>August 24, 2021</u>