



## APPLICATION FOR PERMIT

THIS IS AN APPLICATION FOR A PERMIT FOR PROFESSIONAL PHOTOGRAPHERS WITHIN SHOLOM PARK. SHOLOM PARK is owned and operated by Horticultural Arts & Park Institute, Inc. (hereinafter "HAPI"), a Federally Tax Exempt Florida not-for-profit corporation.

WHEREAS, HAPI owns certain property in Ocala, Florida known as Sholom Park ("PARK"); and

WHEREAS, APPLICANT desires to photograph within PARK, (hereinafter referred to as "PHOTOGRAPH or PHOTOGRAPHY").

WHEREAS, the issuance of a Permit to PHOTOGRAPH within the PARK is within the sole discretion of HAPI.

WHEREAS, applicant (hereinafter referred to as "APPLICANT") agrees that should HAPI issue the permit for which this application is made, then in that event APPLICANT shall comply with the terms and conditions set forth herein.

WHEREAS, should HAPI determine to issue a permit, then the term "PERMIT HOLDER" shall be used interchangeably with the term "Applicant".

WHEREAS, APPLICANT submits the following information in support of its Application for a PHOTOGRAPHY Permit:

Applicant: \_\_\_\_\_

Annual License: \_\_\_\_\_ One Time License: \_\_\_\_\_  
(Beginning Date to Ending Date) (One Day)

Address of Applicant: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

One Day  
Permit Amount: \$23.58 Sales Tax: \$1.42 TOTAL: \$25.00

Annual  
Permit Amount: \$28.30 Sales Tax: \$1.70 TOTAL: \$30.00

Amount Received: \$ \_\_\_\_\_ Date Received: \_\_\_\_\_

### **1. PAYMENT SCHEDULE:**

The Permit Fee is subject of change or adjustment. The APPLICANT shall submit 100% of the Permit Fee plus 100% of any sales tax at the time of submitting a signed application for a Permit. All permit fees and sales tax shall be made by cash, money order or check payable to Horticultural Arts & Park Institute, Inc.

### **2. DAMAGE & CLEAN UP CHARGES:**

The PERMIT HOLDER shall pay for any damages caused by the PERMIT HOLDER, the PERMIT HOLDER's guests and any of the PERMIT HOLDER's agents while on property for PHOTOGRAPHY. PARK provides the site in an event-ready state. Clean-up of PARK, after the PHOTOGRAPHY, is the responsibility of the PERMIT HOLDER. The PERMIT HOLDER shall clean the area of the PARK used, and return it to the same condition as when it was made available for the PHOTOGRAPHY. If fees or associated costs occur for damage/clean up the PERMIT HOLDER shall be obligated to pay HAPI. If decorations, arrangements, trash, and other materials associated with the PHOTOGRAPHY are not cleaned up immediately following the PHOTOGRAPH, damage and clean up charges may apply. The PERMIT HOLDER and any of his/her/their agents or employees shall not affix decorations to any structure on the property by using nails, tacks, staples, or other implements that damage the underlying structure. Non-biodegradable materials shall not be permitted or used on any of the surrounding lawns and gardens at PARK. It is the PERMIT HOLDER's obligation to discuss this requirement with any other contracted agent.

### **3. TIME:**

No PHOTOGRAPHY shall be permitted to take place or extend beyond the Park's regularly scheduled operating hours. The PERMIT HOLDER acknowledges that he/she/they have been informed that on weekends several events may be occurring. The PARK shall remain open for visitors.

### **4. FURNITURE & SET UP:**

PARK does not supply tables, chairs, or other furniture. Such items shall be the sole obligation and responsibility of the PERMIT HOLDER. Load-in, set up, and breakdown/load-out of any such furniture and other furnishings shall be the responsibility of the PERMIT HOLDER. Failure to adhere to this policy may result in damage or clean-up charges. It is the PERMIT HOLDER's obligation to arrange for the set up and break down of all furniture, furnishings, decorations placed within the PARK by the PERMIT HOLDER or any of his/her/their agents or employees.

### **5. PLANT LIFE:**

Naturally occurring blooms or other vegetation shall not be cut or removed from the PARK by the PERMIT HOLDER, the PERMIT HOLDER's guests, or agents or employees. Destruction of or damage to the landscaping and naturally occurring blooms or other vegetation shall result in damage charges. It is the PERMIT HOLDER's obligation to ensure that there is full compliance with this requirement.

### **6. PETS:**

Any pets or animals to be included in PHOTOGRAPHY must be approved by the PARK in writing.

## **7. NO DRUGS & NO ALCOHOL POLICY:**

SHOLOM PARK IS A DRUG FREE AND ALCOHOL FREE PARK. PERMIT HOLDER SHALL NOT PERMIT ANY ILLEGAL DRUGS OR ALCOHOL AT THE PHOTOGRAPHY. THE PERMIT HOLDER SHALL INDEMNIFY AND HOLD HARMLESS HAPI/PARK AND ITS STAFF AND ITS EMPLOYEES FROM AND AGAINST ANY LOSS, LIABILITY, EXPENSES, AND COSTS, INCLUDING ATTORNEY FEES, DAMAGES AND ANY OTHER CONSEQUENCES OF THE FAILURE TO COMPLY WITH THIS POLICY.

## **8. CANCELLATION POLICY:**

If for any reason beyond the **PARK's control**, including but not limited to strikes, labor disputes, accidents, governmental requisition, acts of God, HAPI is unable to provide the agreed upon location for the PERMIT HOLDER's PHOTOGRAPHY, such non-performance shall be excused with no obligation or liability to HAPI. No refunds after PERMIT have been issued.

9. PERMIT HOLDER shall conduct the PHOTOGRAPHY in a safe and orderly manner, in full compliance with all applicable laws, regulations and ordinances and all rules, regulations and policies of HAPI. PERMIT HOLDER shall indemnify and save HAPI, its employees, agents, officers, directors and representatives, harmless from any claims, damages, losses, fines or penalties (including the costs, expenses and reasonable attorney fees on account thereof) that may be caused by anyone for injuries to persons or damage to property, including theft, resulting from PERMIT HOLDER's negligence or any other acts or omission or the negligence or any other acts or omissions of persons employed by, associated with, or under the direction or control of PERMIT HOLDER or any of his/her/their agents or employees. Any dispute that arises where settlement is unattainable shall be resolved through mediation or arbitration. Further, the PERMIT HOLDER shall defend HAPI, its employees, agents, officers, directors and representatives, and if designated by HAPI, the Director of the PARK and related parties, against any such claims or demands against any such parties. HAPI retains the right to select counsel of its choice for any such defense.

10. This Application and any Permit issued by HAPI shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made in, and to be wholly performed in, such state.

11. This Application and any permit issued by the PARK contains the entire and only understanding of agreement between the parties and no oral statements or representations or written matter not contained in this Permit application or any permit issued by the PARK shall not have any force or effect.

12. This Application and any permit issued by the PARK shall not be amended or modified in any way except by a written agreement executed by both parties.

13. **ALTERNATIVE DISPUTE RESOLUTION:** Any dispute involving this Application or any permit issued thereafter shall be resolved only through mediation and arbitration proceedings. Venue of all disputes shall only be in Marion County, Florida. The dispute shall first be submitted to mediation before a Circuit Court Certified mediator. If an impasse is declared then the dispute shall be submitted to binding arbitration before an arbitrator mutually selected by the PERMIT HOLDER and HAPI. Attorneys' fees shall not be awarded to either party.

14. The language in all parts of this Application and any permit issued by the PARK shall in all cases be construed according to its fair meaning and not strictly for or against the PARK or the APPLICANT for the Permit or the PERMIT HOLDER.

IN WITNESS WHEREOF, this Application has been submitted as of \_\_\_\_\_, 20\_\_.

APPLICANT(S) SIGNATURE(S)

BY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print Name & Title (if applicable)

\_\_\_\_\_

Print Name & Title (if applicable)

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FOR HAPI USE ONLY BELOW THIS LINE:

APPLICATION APPROVAL/DENIAL

APPLICATION APROVED \_\_\_\_\_

APPLICATION DENIED \_\_\_\_\_

HORTICULTURAL ARTS  
& PARK INSTITUTE, INC.

Review: \_\_\_\_\_