

Martin County Board of County Commissioners  
Parks and Recreation Department

**SPECIAL USE PERMIT**

**Permit Holder:** U.S. Sailing Center of Martin County

**Name of Event / Event Type:**  
**Public Space Use Permit**

**Permit**  
**Date(s):**

April 9, 2024, through May 9, 2024

**Section 1: The US Sailing Center of Martin County ('USSCMC'), a 501 non-profit organization open to the public, seeks a permit to utilize a portion of the County's beachfront property located within Indian Riverside Park, Jensen Beach, FL. USSCMC seeks to utilize the beach located east of the Frances Langford Dockside Pavilion and south of the Indian Riverside Park Fishing Pier as outlined below. USSCMC understands and agrees that it:**

√	The dates, times, and purposes the USSCMC will be permitted for use as follows: <ul style="list-style-type: none"> <li>• Every Wednesday, Thursday, and Friday, from 3:00 pm to 6:00 pm for the purpose of the High School Racing Team.</li> <li>• Every Saturday and Sunday from 10:00 am to 5:00 pm for the purpose of membership use.</li> </ul>
√	is permitted to keep and maintain at this location no more than 6 vessels.
√	is solely responsible for the securing of these vessels from theft and from use by the general public without the USSCMC permission.
√	shall not restrict the general public from beach access at this site location.
√	agrees and understands that the parking lot is open to the general public on a first come first serve basis and shall not restrict or prohibit any member of the public from parking in the parking lot.
√	shall remove all vessels and equipment upon receiving a 12-hour notice from the County in the event of problematic, inclement, or threatening weather approaching the vicinity.
√	shall not cut, remove, alter, or destroy any vegetation at the location.
√	shall remove all vessels and equipment, including ground screws and wire cables upon expiration of this permit.
√	shall keep and maintain all insurance as referenced in its lease agreement executed April 14, 2020; and shall obtain an amended certificate of insurance that includes the permitted beach area.
√	This permit shall expire on May 9, 2024. Any requests for an extension shall be made 10 days prior to expiration, in writing to the Parks and Recreation Department. Approval or denial of such request shall be made by the County Administrator of his/her designee.



## SPECIAL USE PERMIT

Permit Holder: U.S. Sailing Center of Martin County

Name of Event / Event Type:

Permit

April 9, 2024, through May 9, 2024

Public Space Use Permit

Date(s):

### Section 2: Nondiscrimination Compliance / Background Checks

✓	<p><b>FDLE SEXUAL OFFENDER/PREDATOR SEARCH AND VOLUNTEERS</b></p> <p>Permittee shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website located at <a href="http://www.fdle.state.fl.us">http://www.fdle.state.fl.us</a> or the United States Department of Justice, National Sex Offender Public Website located at <a href="http://www.nsopw.gov">www.nsopw.gov</a>, to work with or around children on County Property and provide any services such as performers, (clowns, off County property bounce house attendants, face painters, magicians, etc.), employees, volunteers, subcontractors, collectively referred to herein as "Event Personnel." Permittee shall be responsible for conducting this search prior to the special event.</p>
✓	<p>Ensure that a person, organization, vendor, or concessionaire shall not deny, withhold, or refuse an individual or group the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations because of race, color, religion, sex, national origin, age, disability, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression.</p>
✓	<p>Ensure that a person, organization, vendor, or concessionaire shall not interfere with the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation for the purpose that an individual's patronage or presence at a place of public accommodation is objectionable, unwelcome, unacceptable, or undesirable because of race, color, religion, sex, national origin, age, disability, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression.</p>

### Section 3: Certificates of Insurance / Department Review: Parks

	<p><u>Requirements</u></p> <ol style="list-style-type: none"> <li>1. All Certificates of Insurance must name <i>Martin County, Board of County Commissioners</i> as an Additional Insured and Certificate Holder for all dates of the event (including set up and tear down).</li> <li>2. Certificate Holder must be listed as: Martin County Board of County Commissioners, 2401 S.E. Monterey Rd. Stuart, Florida, 34996.</li> <li>3. Certificate of Insurance must be signed by insurance company's authorized representative.</li> <li>4. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction.</li> <li>5. Waivers of Subrogation in favor of the County should be provided under each required policy including the Workers Compensation.</li> <li>6. If any of the insurance coverage's will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.</li> <li>7. Coverage is not to cease and is to remain in force (subject to cancellation notice) for the duration of the permit.</li> <li>8. Each event shall have an independent evaluation of activities. Insurance coverage may be higher than the amount listed.</li> <li>9. The Master Use Tenant User Liability Policy will be provided upon request for all permit holders who have paid for this policy from Martin County.</li> </ol>												
✓	<p><u>General Liability</u>: Provide Martin County Parks and Recreation Department with proof of a Comprehensive Commercial General Liability Policy, to cover the hold harmless agreement set forth herein, with limits of not less than:</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">Each occurrence</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td style="padding-left: 20px;">Personal/advertising injury</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td style="padding-left: 20px;">*Products aggregate</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td style="padding-left: 20px;">*General aggregate</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td style="padding-left: 20px;">Fire damage</td> <td style="text-align: right;">\$100,000 any 1 fire</td> </tr> <tr> <td style="padding-left: 20px;">Medical expense</td> <td style="text-align: right;">\$10,000 any 1 person</td> </tr> </table> <p><b>*Aggregate limit should be event specific (i.e. apply on a per event/location basis).</b></p>	Each occurrence	\$1,000,000	Personal/advertising injury	\$1,000,000	*Products aggregate	\$2,000,000	*General aggregate	\$2,000,000	Fire damage	\$100,000 any 1 fire	Medical expense	\$10,000 any 1 person
Each occurrence	\$1,000,000												
Personal/advertising injury	\$1,000,000												
*Products aggregate	\$2,000,000												
*General aggregate	\$2,000,000												
Fire damage	\$100,000 any 1 fire												
Medical expense	\$10,000 any 1 person												
✓	<p><u>Workers Compensation</u> – Permittee shall provide and maintain in force for the term of this Permit, Workers Compensation as required by Chapter 440, Florida Statutes, and proof of appropriate federal act coverage for benefits under federal workers compensation statute (example, U.S. Longshore &amp; Harbor Workers Act or Merchant Marine act).</p>												

## SPECIAL USE PERMIT

Permit Holder: U.S. Sailing Center of Martin County

Name of Event / Event Type:

Permit

April 9, 2024, through May 9, 2024

Public Space Use Permit

Date(s):

- |   |   |
|---|---|
| ✓ | <u>Watercraft Liability Protection and Indemnity Coverage</u> - including bodily injury/property damage liability resulting from operations and use of boats in a minimum amount of One Million and no/100 Dollars (\$1,000,000.00) per claim and an aggregate amount of Two Million and No/1 00 Dollars (\$2,000,000.00). Coverage should extend to physical damage to piers, wharves, and similar structures along waterways, as well as liability for injury to passengers, crew members, persons on other boats; including Jones Act coverage, as applicable. Permittee shall also ensure that each watercraft has watercraft liability coverage. |
| ✓ | <u>Insurance &amp; Employers' Liability</u> - Agrees to maintain Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum  |
| ✓ | <u>Commercial Auto Liability</u> - Agrees to maintain Commercial Liability covering "Any Auto" at \$1,000,000.  |
| ✓ | <u>Additional Insurance Requirements</u> : required to name Martin County Board of County Commissioners as Additionally Insured and Certificate Holder for the dates set forth in this permit.  |

### Section 4: Human Resources / Department Review:

- |   |  |
|---|--|
| ✓ | Agree that County assumes no liability for the recruitment, selection, and background screening of special event management, staff, volunteers, coaches, youth leaders, and others.  |
| ✓ | Ensure that all event participants sign an event specific release and waiver of liability for the said activity and agree to release, waive, discharge, and covenant not to sue Martin County, its officers, agents, employees, and volunteers from any and all liability or claims that may be sustained by the participants or a third party directly or indirectly in connection with, or arising out of participation in the activity, where caused in whole or in part by the negligence of Martin County or otherwise. Make available upon request copies of all signed event waivers. |

### Section 5: Accessibility Compliance / Human Resources/ADA

- |   |  |
|---|--|
| ✓ | Agree to affirmatively comply with all applicable provisions of Title I, Title II, and/or Title III of the Americans with Disabilities Act (ADA) in the course of providing any services, programs, and/or activities regarding nondiscrimination on the basis of disability, and all applicable regulations, guidelines, and standards. |
| ✓ | this PERMIT is not open or advertised to the general public, the permit holder is responsible for providing modification, accommodations, and auxiliary aides/or services that may be requested by or necessary for members and invited participants.  |

### Section 6: Cleanup & Damages / Department Review: Parks

- |   |  |
|---|--|
| ✓ | Provide for the cleanup of trash and debris within the site and parking areas used.  |
| ✓ | Agree to return the site to the Martin County Parks and Recreation Department in an "as was" condition. Provide for the repair or cost of repairs for damage to the site caused by Permittee (including but not limited to turf and vegetation, facilities, irrigation, electrical, water, other). |

### Section 7: Security & Safety

- |   |   |
|---|---|
| ✓ | Immediately advise the Martin County Parks and Recreation Director, or designee, of any incidents or accidents resulting from or arising out of the Special use permit on County property. Provide copies of all incident/accident reports, including the signed event participant waiver (as applicable), to the Parks and Recreation Director or designee within twenty-four (24) hours of the incident/accident.   |
| ✓ | Permittee hereby assumes liability for any and all damage to, normal wear and tear excepted, or loss of the equipment from the time the equipment is delivered to the event site until returned to/or removed and accepted by County. Permittee assumes responsibility to report any damage to or loss of equipment to County immediately.  |
| ✓ | County shall not be liable to Permittee for any claims based on or arising out of injury to person or property in any way relating to the installation, use or operation of the equipment, except such claims as might arise solely out of County's negligence and willful misconduct. In no event and under no circumstances shall County be liable to Permittee for any claims based upon or arising out of lost profits or prospective profits, loss of product, or consequential, special or incidental damages in any way relating to the installation, use or operation of the equipment. |

**SPECIAL USE PERMIT**

Permit Holder: U.S. Sailing Center of Martin County

Name of Event / Event Type:

Permit

April 9, 2024, through May 9, 2024

Public Space Use Permit

Date(s):

**Section 8: Signature of Approval**

The Permittee agrees to the conditions set forth in the Permit. In addition to the responsibilities outlined, the Permittee shall comply with all State and Federal laws that may not otherwise be listed.

**By Permittee:**

U.S. Sailing Center of Martin County  
Organization

 ADAM GEE  
Printed Name:

Printed Title: EXECUTIVE DIRECTOR.

Date: 03/27/2024

REVIEWED BY:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
KEVIN ABBATE  
DIRECTOR PARKS AND RECREATION  
DEPARTMENT

\_\_\_\_\_  
DON G. DONALDSON, P.E.  
COUNTY ADMINISTRATOR, or his designee

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
SARAH W. WOODS  
COUNTY ATTORNEY