

COUNTY FACILITY USE PERMIT APPLICATION

This application may be used to apply for a permit to use a Palm Beach County Facility for a Non-County Activity or a Non-County Meeting. The application must be submitted at least Ten (10) business days prior to the proposed date of the Use. Please send the completed application to:

Facilities Development & Operations Department (Department)
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Business Operations Division
Telephone: 561-233-2544 / Email: PBCFacilityusepermit@pbc.gov

Upon approval of the application by the Department, the Facility will be reserved and the User will be informed of any restrictions, special conditions, additional insurance requirements and/or service fees for the Use. User shall submit to the Department at least three (3) business days prior to the Use: (i) payment for any service fees and (ii) evidence of insurance coverage, as required herein.

The County reserves the right to deny a permit to an individual or group and the right to revoke this permit according to the procedures of Countywide PPM CW-O-024, as may be amended from time to time.

1. USER

Name of Entity/Individual: JMS Boynton Beach LLC

Address: 1880-1874 Dr Andres Way

City: Delray Beach State: FL Zip: 33445

Phone: 5615940799 Email: smichael@banyangroupe.com, annab@banyangroupe.com

Name of the Authorized Representative : Steven Michael

Type of Entity: ☐ Public Agency ☐ Non-Profit ☒ Other (Specify) LLC

2. REQUESTED FACILITY

Name of Facility: Delray Beach Health Center parking lot
(Please include room or area requested)

Address: 225 S Congress Ave

City: Delray Beach State: FL Zip: 33445

If application is for the use of the **Governmental Center - 6th Floor Commission Chambers, McEaddy Conference Room or Vista Center Meeting Rooms 1W-47 and 1W-50**, please specify if Applicant requests use of the following:

Audio Equipment (microphone)	☐ Yes	☒ No
Video Equipment (multimedia)	☐ Yes	☒ No
Dias	☐ Yes	☒ No



3. NATURE OF USE:

- ☐ Protest ☐ Campaign Event ☐ Non-Profit Event ☐ Solicitation
☐ Posting Notices ☐ Speech ☒ Other Parking lot for parking

ESTIMATED NUMBER OF ATTENDEES (including User/Staff/Volunteers): 100

Detailed description of the nature and purpose of use (attach additional sheets as necessary):

We would like to use County's parking lot for our event that will be community oriented and public

User is requesting to use the parking lot for guest parking only. Event will take place at the Andre Design District, 1880-1874 Dr. Andres Way, Delray Beach, FL 33445. This free community event is all about bringing people together to celebrate local artists and talent. Guests will enjoy vendors that support small businesses, along with the many colorful murals on our property that add to the creative and artistic atmosphere. The event is designed to be welcoming, inspiring, and a true reflection of the community spirit.

4. FOOD AND BEVERAGE

Use includes food and/or beverage? ☐ Yes ☒ No

If yes: ☐ Catered{insurance required} ☐ Prepackaged/Home Cooked ☐

Use includes the sale, use or consumption of alcohol? ☐ Yes ☒ No

Note: A custodial fee may be imposed if the Use involves food and/or beverages.

5. DATE AND TIME OF USE

Date(s) of Use: ~~Friday, November 21st 2025~~ January 9, 2026 & January 16, 2026

Time(s) of Use: 4 : 00 AM/PM - 9 : 30 AM/PM

6. EQUIPMENT

Amount of Equipment Requested: 0 Tables 0 Chairs

Note: A service fee may be imposed for the use of the Equipment.

All equipment contained or used within the Facility is subject to approval by the Department.

7. ADDITIONAL USERS

Entity(s)/individual(s) participating in use, if other than Applicant (attach additional pages to list more entity(s)/individual(s)):

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () - Email _____

Contact Person: _____

Type of Entity: ☐ Public Agency ☐ Non-Profit ☐ Other (Specify) _____

8. VENDORS

List all vendors of the Event: No vendors will be present on the county's property

9. ADVERTISING

Will the event be advertised to the Public? ☐ Yes ☒ No

If yes, by what means?: ☐ Radio ☐ TV ☐ Other _____

All announcements (verbal and written) bearing the County address or location of the Non-County Activity or Non-County Meeting shall include the following disclaimer:

“This event is not sponsored by or affiliated with Palm Beach County”

FACILITY RULES AND USE POLICY

The User shall strictly adhere to the Facility Rules and Use Policy contained herein at all times.

The User acknowledges that any violation of the Facility Rules and Use Policy may result in the suspension or termination of this permit.

1. User shall be responsible for items left at the Facility by guests, workers, employees or representatives of the User. The County shall not be responsible for items left by the User.
2. User shall return the Facility, including any equipment therein, in the same condition it was received. User shall remove any refuse, repair any damages, and clean the Facility and equipment. User shall compensate the County for any repairs or cleaning required but not accomplished by the User as determined by the Department.
3. User shall be responsible for all deliveries of equipment or other objects to the Facility.
4. User shall not use the Facility, or any part thereof, for any purpose other than the use contained in the Application without written consent from the Department.
5. User shall not use or store, nor permit to be used or stored, in the Facility, or any part thereof, any substance or object prohibited by law or ordinance, or by standard fire insurance policies issued by companies operating in Florida, including any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind.
6. User shall not store, possess or use drugs or gambling devices at the Facility, nor permit others to do so.
7. User shall not post signs, banners, posters or any other displays on or in the Facility or affix decorations to walls or ceilings without the approval of the Department.
8. User shall not employ noise amplification devices without the approval of the Department.
9. User shall abide by all laws of the United States, the State of Florida, the County of Palm Beach and all regulations of the Palm Beach County Fire Rescue Department and the Public Health Department.
10. User acknowledges that any permitted Non-County Activity or Non-County Meeting shall be open to the general public and shall be non-exclusive. User shall not exclude any person from membership in its organization or participation in its use of the Facility on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information.

11. Smoking is prohibited in the Facility, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
12. User shall not employ alternative electrical power sources without the approval of the Department.
13. If User is a non-governmental entity then User shall provide and maintain at its sole cost and expense, in a form and content acceptable to the County, Commercial General Liability Coverage at a limit of liability of not less than ~~\$300,000 Each Occurrence~~* and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis. Notwithstanding the foregoing, County may require additional coverage(s) of the type(s) and in the amount(s) specified by the County based upon the requested use. Applicant shall provide County, at least three (3) business days prior to the date of the requested use, with a certificate(s) of insurance evidencing the required coverage(s) and naming the County as both an additional insured and a certificate holder. *The Applicant may choose to purchase insurance coverage(s) through the County's Tenant Users Liability Insurance Program (TULIP) which can be accessed through gatherguard.com.* The Additional Insured shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents". The Certificate Holder shall read "Palm Beach County Board of County Commissioners c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603". **The foregoing is not required if the estimated Number of Attendees on the Application is two (2) or less.**
14. If User is a governmental entity then User hereby acknowledges without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes that User is self-insured for general liability under Florida Sovereign Immunity Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. User shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440 Florida Statutes. If the User maintains third-party commercial general liability in lieu of exclusive reliance on self insurance under Section 768.28 Florida Statutes, User shall maintain the same insurance policy limits, as set forth in Section 13 above and shall comply with all other requirements set forth in Section 13 above. User's self insurance and/or general liability coverage shall be primary with respect to any coverage afforded to or maintained by the County.
15. For events involving alcohol, User shall obtain any licenses or permits required by the State of Florida and shall provide County with proof of licensure and liquor liability insurance coverage in the amount \$1,000,000. Except as modified herein, User shall comply with all other requirements as set forth in Section 13 or Section 14 above, as applicable. Insurance coverage may also be provided by way of a Commercial General Liability policy utilizing Liquor Liability endorsement CG 24 08. Furthermore, User shall comply with the provisions of Countywide PPM CW-P-026, as may be amended from time to time.

*See Special Conditions (Exhibit A) for liability coverage limits.

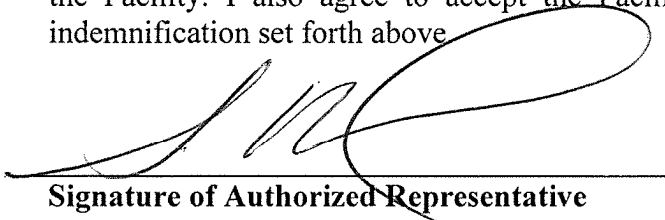
16. For events involving non-prepackaged food, User shall engage a Florida licensed and insured caterer who shall: (i) provide County with proof of licensure; (ii) provide County with proof of Commercial General Liability Coverage at a limit of liability of not less than \$1,000,000 Each Occurrence; and (iii) comply with all other requirements as set forth in Section 13 or Section 14 above, as applicable.
17. All Additional Users and Vendors of the Facility shall comply with all insurance requirements required of the User as set forth in Section 13, 14, 15 or 16 above, as applicable, and shall provide County with evidence of the same.
18. User hereby agrees to a Waiver of Subrogation for each insurance policy required herein. When required by the insurer, or should a policy condition not permit User to enter into a pre-loss agreement to waive subrogation without an endorsement, then User shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should User enter into such an agreement on a pre-loss basis.
19. User shall protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with User's use of the Facility. User assumes the risk associated with the use of the Facility and agrees to hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, due to their acts, errors or omissions resulting in bodily injury, including death, or damage to User's property incident to or in connection with User's use of the Facility. In the event User is a governmental entity, nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes. User's obligations set forth in this Section 19 shall survive termination, revocation or expiration of this Permit.

TO BE PROVIDED BY THE COUNTY (after evaluation of the Application):

Special Use Conditions and Fees: _____

See Exhibits A and A-1 attached hereto and incorporated herein.

By my signing below, I certify that I have the authority to represent and obligate the User listed above and shall comply with the terms of this Application and all rules, regulations, laws and ordinances of the Palm Beach County Board of County Commissioners in regard to the use of the Facility. I also agree to accept the Facility as it exists at the time of use and to the indemnification set forth above



Signature of Authorized Representative

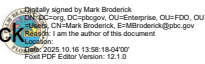
10/7/25

Date

Steven Michael

Printed Name and Title
Authorized Representative

APPROVED BY:

Mark Broderick 
Digitally signed by Mark Broderick
DN: cn=org, ou=Enterprise, ou=FDD, ou=Mark, cn=Mark Broderick, e=MarkBroderick@pbc.gov
Reason: I am the author of this document
Date: 2025.10.16 13:08:16-0400
File: PDF Editor Version: 12.1.0

10/16/25

For: Director
Facilities Development & Operations Dept

Date

OTHER DEPARTMENTAL REVIEW (if necessary):

Signature of Director of Department

Date

Exhibit "A"
Delray Health Center Parking Lot

1. In the event there is an emergency, dial 911 and then follow-up by reporting such emergency to the Division of Facilities Management South Region at 561-276-1346. In the event there is an accident or incident that does not warrant a call to 911, then such accident or incident occurring at the Facility shall be immediately reported by the User to the Division of Facilities Management South Region at 561-276-1346. or if after 5:00 p.m. or on the weekends to the County's Division of Emergency Management 24-Hour Communications Center at 561-712-6428.
2. The permit is being granted for the sole and specific use of the parking spaces at the Health Center parking lot, as depicted in Exhibit A-1 ("Premises"), which is attached hereto and incorporated herein, for parking purposes as set forth in the Application.
3. Between 4:00 p.m. and 5:00 p.m., User shall ensure that vehicles are parked only in designated spaces on the Premises as depicted in Exhibit A-1, and shall provide personnel, if necessary, to manage traffic flow and enforce parking restrictions. After 5:00 p.m., all designated parking restrictions are lifted, and vehicles may park in any available space on the Premises. All emergency vehicle access routes must remain unobstructed at all times.
4. User shall ensure that all accessible parking spaces remain available and unobstructed for use in accordance with applicable federal, state, and local laws.
5. County shall not be responsible for security at the Premises. User is required to provide evidence of coordination with the Delray Beach Police Department for the assignment of extra-duty officers to monitor the Premises for the duration of the event. User shall arrange and pay, as applicable, for a minimum of two (2) Delray Beach Police Department officers during the permitted use. Acceptable proof may include a copy of the issued permit, letter, or email confirmation from the Delray Beach Police Department. Such proof shall be submitted to PBCFacilityUsePermit@pbc.gov at least three (3) business days prior to the scheduled event. Failure to obtain and provide proof may result in cancellation of this permit.
6. User is solely responsible for the securing and safekeeping of the vehicles and any equipment it brings on the Premises and for the security of User's employees and invitees while utilizing the Premises. The County shall not be responsible for any items left behind by the User or User's employees and invitees. User is not permitted to bring any equipment onto County Premises without prior approval from the Department of Facilities Development and Operations.
7. User shall use the Premises in its "as is" condition and shall not alter or modify the Premises in any way without County approval.
8. User shall abide by all laws of the United States, the State of Florida, the County of Palm Beach and all regulations of the local Fire Rescue Department and the Public Health Department.

9. User shall not charge any fees for parking on the Premises.
10. All guests shall vacate the Premises at the conclusion of the event. Vehicles must be removed from the Premises no later than 10:00 p.m. and shall not remain overnight.
11. User is solely responsible for vehicle safekeeping and the securing of all vehicles parked on the Premises until all of the parked vehicles for the event are removed from the Premises, and for the safety and security of anyone utilizing the Premises. User is solely responsible for all costs, claims, demands or actions arising from vehicles, including but not limited to, towing costs, damage, destruction, or theft.
12. User shall not post signs, banners, posters or any other displays on the Premises without the approval of the County Representative.
13. User shall fully and completely clean the Premises following the use by picking up all litter, plastic bottles and/or garbage. User shall be responsible for any damage, repairs, or clean-up required, but not accomplished by User, as determined by FDO, which may include staff time for clean-up of grounds, and/or other costs or services as required.
14. User shall be responsible for reimbursing County for all damage, destruction or vandalism to the Premises and/or County property arising during, or as a result of, or in connection with, the use of the Premises. County will perform the required repairs and invoice User for all costs and expenses relating to same. All payments are due within thirty (30) days of invoice date.
15. User shall return the Premises in at least the same condition it was in as of the start date of this Permit.
16. User acknowledges that its use of the Premises is not exclusive.
17. User shall provide and maintain all required insurance in accordance with Section 13 of the Facility Rules and Use Policy. All Certificate(s) of Insurance must be received and approved by FDO at least three (3) business days prior to the date of the scheduled event. This includes Commercial General Liability Coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, with the County named as both an Additional Insured and Certificate Holder.
18. Disclaimer & Release of Liability
 - a. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW USER TO USE THE PREMISES, AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, COUNTY HEREBY DISCLAIMS, AND USER HEREBY WAIVES, RELEASES AND DISCHARGES COUNTY, FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS, CAUSES OF ACTION, LOSSES, DAMAGES, OR PERSONAL INJURIES OR DEATH, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), OF ANY NATURE WHATSOEVER, SUSTAINED BY USER, ITS EMPLOYEES, INVITEES, OR VOLUNTEERS.

b. THE SCOPE OF THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO PERSONAL PROPERTY OF USER, ITS EMPLOYEES, INVITEES, OR VOLUNTEERS WHILE AT THE PREMISES.

19. User must provide at least twenty-four (24) hours' notice for any cancellation of a permitted use. User shall email PBCFacilityUsePermit@pbc.gov to notify County of a cancellation.
20. User shall strictly adhere to the rules contained herein at all times. User acknowledges that any violation of the rules set forth herein may result in the suspension or termination of User's permit.
21. Commencement of use of the County Facility indicates acceptance, by the User, of the Special Conditions of Use set forth herein.

Exhibit A-1





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Absolute Insurance & Financial LLC 2770 Indian River Blvd #341 Vero Beach FL 32960		CONTACT NAME: Joseph Markas PHONE (A/C, No, Ext): (772) 453-8442 FAX (A/C, No): E-MAIL ADDRESS: JMarkas@outlook.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ategrity Specialty Insurance Company	
		INSURER B: STARTONE NATIONAL INSURANCE CO.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** C234**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	Y		01-C-PK-P20097670-01	02/07/2025	02/07/2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$ Excluded
	OTHER:							\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	☐	☐						\$
	☐	☐						\$
B	☐ UMBRELLA LIAB	☒ OCCUR		71162Y251ALI	02/07/2025	02/07/2026	EACH OCCURRENCE	\$ 5,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N ☐	N / A				PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - EA EMPLOYEE						\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - POLICY LIMIT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AS RESPECTS EVENT ON 11.21.2025, USE OF PARKING LOT AT 225 S. CONGRESS AVE, DELRAY BEACH, FL 33445

Additional Insured: "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents"

Waver of Subrogation and Primary /non-contributory endorsements included in General Liability policy

CERTIFICATE HOLDER**CANCELLATION**Palm Beach County Board of County Commissioners c/o FDO
2633 Vista Parkway

West Palm Beach

FL 33411-5603

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATEMENT OF EXEMPTION FROM WORKER'S COMPENSATION REQUIREMENT

TO: Palm Beach County Board of County Commissioners
Department of Facilities Development & Operations
Attn: Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411

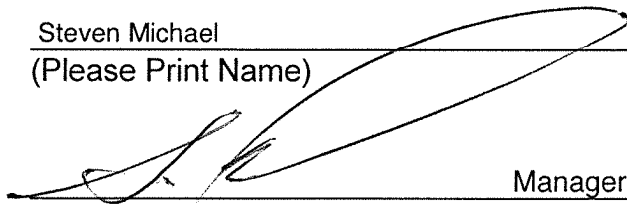
This will affirm that:

1. We do not employ more than three persons (including Corporate Officers, if any).
2. We do not carry Florida Workers Compensation insurance.
3. Any persons that we may engage to work will have legal status as independent contractors, and not employees.
4. All such independent contractors have been advised that they are not covered for Workers Compensation insurance, and would be responsible for carrying their own such coverage if they desire.
5. If we should fall under Florida's requirement for carrying Workers Compensation insurance, we shall immediately obtain such coverage and provide evidence of it to you.

Accordingly, we hereby apply for exemption from Palm Beach County's requirement for carrying Workers Compensation insurance.

Steven Michael

(Please Print Name)


Signature/Title

Manager

10/13/2025

Date

JMS Boynton Beach LLC

Company Name

1880-1874 Dr. Andres Way, Delray Beach, FL 33445

Company Street Address/City/State/Zip Code