



Application for Charitable Solicitation on the Right-of-Way

A permit for solicitation on the right-of-way of any public street or highway in the city must be obtained from the Environmental and Compliance Department, Office of Director, pursuant to Chapter 804 Ordinance Code City of Jacksonville, FL. Return completed application and all attachments to the Director's Office at 214 North Hogan St., 10th Floor, Jacksonville, FL 32202.

Date _____

1. Name of Organization _____

2. Jacksonville Address _____

3. Charitable Solicitation will Benefit _____
(organization's name)

4. Location of Solicitation _____
(must contain specific details)

5. Date/Hours of Solicitation _____
(cannot exceed 24 hours in any 48 hour consecutive hour period)

Please place a check in each box to indicate the following items are attached to your application.

- Traffic Plan** (reviewed by Traffic Engineering)
- Commercial General Liability Insurance** (Limits of not less than \$1,000,000 with the City of Jacksonville named as an additional insured submitted forty-eight (48) hours before the date of solicitation)
- Indemnification and Hold Harmless Agreement**

Our organization understands and agrees to adhere to the following conditions:

1. No person under the age of twenty-one (21) years shall participate in any solicitation in the right-of-way.
2. Solicitation will not exceed twenty-four (24) hours in any consecutive forty-eight (48) hour period.
3. All solicitation shall occur during **daylight hours only**.
4. All funds raised from the solicitation shall be donated to a not-for-profit charitable organization licensed and registered to do business in the State of Florida.
5. The organization will comply with all other laws, city codes and regulations pertaining to public safety, traffic and solicitation, including Sections 614.117, 614.138, 614.143 and 614.144 *Ordinance Code*.
6. During active solicitation, at least one solicitor at each location shall be in possession of a copy of the authorizing permit and the certificate of insurance and shall display the copy to any law enforcement officer upon request. All solicitors shall possess picture identification.
7. The organization shall not be granted more than two (2) permits per calendar year.

Signature of Applicant

Title

The term "right-of-way" shall be deemed to include all portions of any public roadway normally available for use by motor vehicles and all medians or traffic islands within such roadways, but shall not include sidewalks or other areas adjacent to the roadways. Soliciting in the right-of-way without a valid permit issued pursuant to this section shall be punished by fine not exceeding fifty dollars (\$50.00) for a first offense and two hundred fifty dollars (\$250.00) for a second or subsequent offense.

1. AGREEMENT TO RELEASE, INDEMNIFY AND HOLD HARMLESS

IN CONSIDERATION for being permitted by the City of Jacksonville, Florida to engage in the solicitation of charitable donations within the public rights-of-way within the City of Jacksonville, Florida (“Charitable Solicitations”), and in further consideration of the personal satisfaction I receive by engaging in said Charitable Solicitations, I, on behalf of myself, my spouse, my children, my parents, my relatives by blood or marriage, my heirs, my estate, my administrator or executor, legal representatives, and my assigns, hereby agree as follows:

1. to release and forever discharge the City from any and all liability to me, my spouse, my children, my parents, my relatives by blood or marriage, my heirs, my estate, my executor (executrix), my administrator (administratrix), my legal representatives, and my assigns, for any and all losses, and/or damages, and any and all claims for losses and/or damages, resulting there from, on account of injury, known or unknown, to my person or my property, even resulting in my death, whether caused by the negligent acts or omissions of the City, or otherwise, while I am engaging in said Charitable Solicitations; and

2. to indemnify, defend, and hold harmless the City from and against any claim, action, loss, damage, injury, liability, cost and expense, of whatsoever kind or nature (including, without limitation, reasonable attorney’s fees, expert witness fees and court costs) arising out of injury, whether mental or corporeal, to myself or to other persons or legal entities, including, but not limited to death or damage to property, whether caused by the negligent acts or omissions of the City, or otherwise, arising out of or incidental to my engaging in said Charitable Solicitations.

For purposes of this Release, Indemnification and Hold Harmless Agreement, the term “City” shall mean the City of Jacksonville, Florida, as a municipal corporation, and shall include its officers, directors, employees, agents, representatives and elected officials.

I have carefully read this Release, Indemnification and Hold Harmless Agreement and know and understand its contents. I am aware that this is an agreement to release, indemnify and hold harmless the City from any and all liability, whether caused by the negligent acts and/or omissions of the City or otherwise. Knowing that, I have signed this Release, Indemnification and Hold Harmless Agreement in my own free and voluntary act.

IN WITNESS WHEREOF, I have signed this Release, Indemnification and Hold Harmless Agreement before a witness this _____ day of _____, 200__.

Signature

Type/Print Name

WITNESS:

Signature

Type/Print Name