

CITY OF KEY WEST
APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) KeyWest Songwriters Fest/ Charles Bauer ^{Bauer Restaurant}

Address of Applicant(s) 1723 Jamaica Drive

Phone Number of Applicant(s) 305-304-0814 Fax: _____ Email kwswf@aol.com

Name of Non-Profit (s) Shepherd Center Share Military Initiative

Address of Non-Profit(s) 2020 Peachtree Rd NW, Atlanta GA 30309

Phone Number of Non-Profit(s) 404-856-3934

Amount or Percentage of Revenue Non-Profit(s) anticipates receiving \$5,000

Date/Dates of Event May 10, 2014

Hours of Operation 7pm-10pm (setup noon or 1pm) Clear by 11pm

Estimated/anticipated number of persons per day 2000

Location of Event 200 Block Duval St. @ Greene

Street Closed Duval & Greene

Detailed description of event Free Street Concert with national recording artist to benefit KeyWest Songwriters Fest charitable donation to SHARE

Noise exemption required: Yes X No _____

Alcoholic beverages sold/served at event: Yes _____ No X

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permittee agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all liability, claims for damages, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the city their agents or employees.

CYRINE BAUER
PLEASE PRINT AND SIGN

Applicants Signature

2.10.14
Date

Financial Statement of the event of the previous year must be submitted with application

CITY OF KEY WEST
APPLICATION FOR A SPECIAL EVENT PERMIT
NOISE CONTROL EXEMPTION

\$50.00

Date 2/1/2014

Applicant Name Key West Songwriters Festival / Charlie Bauer

Applicant Address 1723 Jamaica Drive, Key West, FL 33046

Applicant Phone Number 305-304-0814

Event Name Key West Songwriters Festival - Street Concert

Event Address/Location Cross Streets of Duval & Greene St.

Date of Event May 10, 2014

Nature of Event Street Concert w/ no booths/vendors
or Alcohol sales.

Profit ☐ Non Profit ☒

Time(s) Request for Exemption 2pm - 10pm

Number of Exemptions at this location this calendar year

Date of last exemption May 4, 2013

City of Key West
*** CUSTOMER RECEIPT ***
Oper: KEYWALW Type: OC Drawer: 1
Date: 3/07/14 45 Receipt no: 19919

Description	Quantity	Amount
SPECIAL EVENTS PAYMENTS	1.00	\$50.00

account number:
00003429300
00001040000

KEY WEST SONG WRITER
NOISE EXEMPTION

der detail		
CHECK	1511	\$50.00
il tendered		\$50.00
il payment		\$50.00

Trans date: 3/07/14 Time: 10:22:53

ORDINANCE NO. 02-09

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES ENTITLED "AMUSEMENTS AND ENTERTAINMENT" BY AMENDING ARTICLE II PERTAINING TO SPECIAL EVENTS; AMENDING SECTION 6-26 TO REQUIRE A DOWN PAYMENT ON THE COST OF CITY SERVICES, TO ALLOW FOR INTEREST ON LATE PAYMENTS, AND TO INCREASE THE COST WAIVER TO \$1,000.00; ADDING SECTION 6-27 TO RESTRICT PLACEMENT OF FOOD, BEVERAGE AND MERCHANDISE BOOTHS; AMENDING SECTION 6-56 TO REQUIRE THE APPLICATION TO LIST AN EMERGENCY CONTACT PERSON; AMENDING SECTION 6-57 TO ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED; AMENDING SECTION 6-58 TO PROVIDE THAT MAJOR FESTIVAL SPONSORS MAKE APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING TO HANDICAP-ACCESSIBLE BATHROOM FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City Commission finds that a revision to the regulations governing special events and street closures would promote the health, safety and welfare of the citizens of Key West.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST, FLORIDA:

Section 1: That section 6-26 of the Code of Ordinances is hereby amended as follows*:

Sec. 6-26. Payment for city services.

- (a) The organizer or sponsor of any festival, street fair, fair, carnival, athletic event, contest, competition, parade, fundraiser, rally, boat or car race or other special event which requires city authorization, whether by administrative permit or city commission approval, and which requires the provisions of additional or extraordinary support services by police, fire, administrative, or other city departments in order to maintain order or safety or to escort participants shall pay to the city the cost of such services. A down payment of ten percent (10%) of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten (10) days prior to the event.

(b) The city manager shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment. If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is established, then within thirty (30) days after the event the city may impose an interest charge on the amount due at the rate of one and one half percent (1½%) per month.

(c) The city commission may grant special exceptions to this section for cause shown upon the public record.

(d) The first ~~\$500.00~~ \$1,000.00 of costs as specified in subsection (a) of this section may be waived for any organizer or sponsor which has qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the event a public accommodation subject to the human rights provision of the section 38-225.

(e) Any nonprofit organization accepting the waiver provided for by subsection (d) of this section shall, within 90 days following the special event, submit to the city commission an accounting of expenses and revenues incurred and generated during the event.

* (Coding: Added language is underlined; deleted language is ~~struck through~~.)

Section 2.

That section 6-27 is hereby added to the Code of Ordinances as follows:

Sec. 6-27. Food, beverage and merchandise booths.

No booth or stall set up for a special event and serving any amount or type of food and/or beverage, or selling merchandise, shall be placed directly in front of, or within five (5) feet of the property line of, a restaurant or a bar or a retail store (selling primarily the same or similar merchandise), unless the owner of the restaurant, the bar or the store consents. This section shall not apply to major festivals as defined in section 6-58.

Section 3.

That section 6-56 of the Code of Ordinances is hereby amended as follows:

Sec. 6-56. Application.

(a) Except as provided in section 6-58, At least 60 days prior to a proposed special event that will result in the closing of a public street, the sponsor shall submit an application to the city manager. An application may be made either by a tax-exempt nonprofit organization (nonprofit) or jointly by a nonprofit and a private or business entity.

(b) If the city manager approves the application, he shall then schedule it for consideration by the city commission. However, if the special event proposes to close only one block, is intended to end prior to 9:00 p.m. on any day of the year, and does not seek either a fee cost waiver or a noise exemption, the city manager may give final approval to the application.

(c) Each application shall include the name of a sponsor's contact person and that person's 24-hour telephone number(s), in case of emergency.

Section 4.

That section 6-57 of the Code of Ordinances is hereby amended as follows:

Sec. 6-57. Donation of percentage of revenue to nonprofit organization.

(a) A major festival is a special event of regional impact. Major festivals are: ~~Fancy~~Fantasy Fest, Hemingway Days, Goombay Festival, Conch Republic Celebration, the Poker Run, the Valentine's Day event for Wesley House, the Red Ribbon event at ~~Mango's~~ Mangoes, and such other special events as may be added or subtracted by resolution of the city commission. Private persons or business entities who sponsor major festivals are not required to provide funds to a non-profit organization per section 6-57. An application for a major festival must be received in the city manager's office at least six (6) months in advance of the scheduled event. ~~Have a non-profit coapplicant or to provide a percentage of revenues to a charitable cause.~~

(b) A business that seeks to sell alcoholic beverages at a major festival pursuant to an APS state license, and which is not a bar or restaurant or other concern that sells alcoholic beverages in the ordinary course of its business, must obtain the written approval of the major festival sponsor and provide such approval to the city of key west.

Section 6

That section 6-61 is hereby added to the Code of Ordinances as follows:

Sec. 6-61. Temporary bathroom facilities.

Whenever the sponsor of a special event provides temporary bathroom facilities on the public right-of-way, at least five percent (5%) of those facilities or one of those facilities, whichever is the greater number, shall be accessible to persons which physical disability.

Section 7.

If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefore and shall be construed as reasonable and necessary to achieve the lawful purposes of this ordinance.

LB

Section 8. All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 9. This Ordinance shall go into effect on January 1, 2003.

Read and passed on first reading at a regular meeting held this 16th day of October, 2002.

Read and passed on second reading at a regular meeting held this 6th day of November, 2002.

Read and passed on final reading at a regular meeting held this 19th day of November, 2002.

Authenticated by the presiding officer and Clerk of the Commission on 21st day of November, 2002.

Filed with the Clerk November 21, 2002.

Sponsor's Signature



RULES AND REGULATIONS FOR USE OF CITY OF KEY WEST PROPERTY FOR SPECIAL EVENTS

1. All Applicant(s) must fill out a City of Key West (City) application form provided to you by the Office of the City Manager.
2. Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.
3. Application(s) must provide comprehensive liability insurance insuring itself and the City against all claims of damages or injury to persons or property arising for any reason as a result of the activities associated with the special event permitted by the City. The insurance policy shall be written by a solvent insurance company in good standing and shall provide a minimum of \$1 million general liability. The policy shall show the City of Key West as an additional named insured.

Sponsor's Signature MB

4. The applicant shall indemnify and hold the City harmless from all losses, claims, damages, liabilities, and expenses which may be incurred by the City or which may be claimed against the City by any person, firm to the person or property of any person, firm, corporation, or entity which are consequent or arise from the activities of the permit holder or its equipment, employees, agents, guests, licensees, or invitees for the permit holder activities or which damages/injuries are consequent or arise from permit holders failure to comply with all applicable laws, statutes, ordinances and regulations.

Sponsor's Signature MB

5. Applicant(s) who are businesses or private persons who wish to close a City street must make an application jointly with a non-profit entity. When a sponsor proposes a special event that will cause the closing of a city street or other public right-of-way, the sponsor must donate at least 25% of the sponsor's gross revenues or \$1000.00, whichever is greater, to at least one nonprofit organization. The sponsor must designate the nonprofit organization(s) on the application for the event. Each named nonprofit organization must provide the city manger with a letter of assent. Applicant(s) must also hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or the City Manager's Office. Applicant(s) must have neighboring businesses sign a petition of no objection to the street closure.

Sponsor's Signature MB

6. *Within 30 days of the events completion the City Commission will receive a letter from the not for profit organization stating the amount of the monetary donation received from the event.*

Sponsor's Signature _____

7. Applicant(s) wishing to sell/consume alcoholic beverages on City property must have approval by the City Commission via Resolution and must hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or City Manager's Office. Applicant must provide liquor liability insurance.

Sponsor's Signature MB

8. Applicant(s) wishing to have an exemption from the noise control ordinance must fill out an application thirty days before the event. Processing fee for the application is \$50.00.

Sponsor's Signature CB

9. All applications are subject to approval at the discretion of the City Manager and/or City Commission.

Sponsor's Signature CB

10. Notice of the city commission's proposed action on an application for a special event permit shall be mailed prior to the meeting at which the matter is to be considered to all property owners and occupants of property located within a 100-foot radius of the proposed special event. Notice of such proposed action also shall be published in a newspaper of general circulation in the city at least five days prior to the date of the city commission decision. The notice shall identify a contact person and phone number for complaints. The applicant shall pay for the newspaper advertisement.

Sponsor's Signature CB

11. The organizer or sponsor of any special event, which requires the provision of additional or extraordinary support services by police, fire, administration, or other city departments shall pay to the city the cost of such services. A down payment of 10 percent of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten days prior to the special event.

Sponsor's Signature CB

12. The first \$1000.00 of costs as specified in subsection (a) of the ordinance may be waived for any organizer or sponsor, which qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the special event a public accommodation subject to the human rights provision of the section 38-225.

Sponsor's Signature CB

13. Any nonprofit organization accepting the waiver provided for by subsection (d) of the ordinance shall, within 90 days following the special event, submitted to the city commission an accounting of expenses and revenues incurred and generated during the special event.

Sponsor's Signature CB

14. Whenever the sponsor of a special event provides temporary bathroom facilities on the public right-of-way, at least five percent of those facilities or one of those facilities, whichever is the greater number, shall be accessible to persons with physical disability.

Sponsor's Signature CB

15. Where a person has not applied for a special event permit and an event at it's location spills into a street, causing the police department to close all or a portion of the street, the person sponsoring the event shall pay all such extraordinary service costs incurred by the city. On each anniversary of this occurrence, if the person can reasonably anticipate an overflow of people into the street, a special event permit must be applied for consistent with this division. A violation of this section may be grounds for revocation of an occupation license.

Sponsor's Signature CB

16. Special events may use fog, smoke and bubble machines or any device that emits a mist or spray contingent on Key West Fire Department approval. Approval must be obtained a minimum of 48 hours prior to the event. The use of confetti or confetti machines is strictly forbidden.

Sponsor's Signature LB

17. Special Events organizers must submit a adequate recycle plan for the size of the event being requested. Helpful hints and recycling requirements for special events can be found on the city's website. This will help you develop your plan.

Sponsor's Signature LB

18. All special events are required to comply with the Federal Americans with Disability's Act which requires access to all areas and services provided by the special events. Organizers must insure that all aspects of their event meet the requirements.

Sponsor's Signature LB

Complete Checklist for Event Recycling

City of Key West

- ✓ Identify contact person at the festival responsible for working with recycling.
Name of person: Charlie Bauer Phone number: 305-304-0814
- ✓ Identify the recyclable commodities that will be used by the public and behind-the-scenes.
Aluminum ☒ Glass ☒ #1 Plastic ☒ #2 Plastic ☐ Steel ☐
Corrugated Cardboard ☒ Other: ☐
- ✓ Define the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every 1 trash barrels will be used).
Amount of recycling and garbage containers needed: 12 each.
- ✓ Arrange for recycling containers for the grounds and a large container (roll-off or festival box) and coordinate delivery and removal arrangements. Recycling containers may be ordered from Waste Management. 305 296-2825.
Arrangements made: Margaret Lara
- ✓ Capacity of containers on grounds: 32 gal.
Contact person for containers: Margaret Lara Phone #: 296-2825
- ✓ Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers.
- ✓ Acquire liner bags for the recycling containers to be placed on the grounds. Ensure that the capacity of the bags is equal to or greater than that of the recycling containers on the grounds.
- ✓ Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.
Arrangements made: Margaret Lara
- ✓ Arrange for pick-up of the recyclables. The agency providing containers will often take the materials for recycling. In other cases, arrange for the materials to be taken to a recycling facility.
Arrangements made: pickup 5/12 @ 4 Charles St by WM. per.
- ✓ Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Inform them that signs will be posted in their areas.
- ✓ Oversee the delivery of containers and placement of signs. Charlie
- ✓ Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling Charlie Tanner

containers must be adjacent to trash barrels in order to reduce contamination problems.

- Monitor recycling containers for correct usage during the event and take actions to solve problems.
Problems: _____
Actions taken: Festival volunteers staged.
- View trash barrels and note any recyclables in the trash. Take actions to solve problems.
Problems: _____
Actions taken: Volunteers & cleanup crew to monitor.
- Take photos of event recycling, record data on volumes of recyclables and trash, and ask vendors and event organizers for comments about the program
Comments: anner to take Photos
- Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced. - Henry
- At the end of the event, remove signs and arrange for their return to owners. Henry
- Place recycling containers in the pick-up location, as arranged with the providers of the containers. Henry
- Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels.
Amount of material: _____
Contamination: _____
- Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.
- Share the results with event organizers.
- Security deposit of \$1000.00 must be submitted prior to the event.
- Security deposit returned: _____

For more information about event recycling and waste reduction, contact Waste Management at 305 296-2825



SPECIAL EVENT RECYCLE PLAN

EVENT; KEY WEST SONGWRITERS FESTIVAL MAIN EVENT

DATE; MAY 10, 2014

TIME; noon – 11pm (concert 7pm-10pm)

Festival Recycle committee will coordinate

With Waste Management:

- Number of recycle bins needed (one recycle bin/one trash place side by side)

- Drop of and Pick up of recyclables, containers, liners

- Placement of Bins throughout event site

- Ensure bins are clearly marked “recyclables”

With Event Staff:

- Recycling Education and requirements (one recycle/one trash, monitor bins, adequate bins at event entrances, aware of all receptacles surrounding event)

- Staff to encourage and promote recycling

- Ensure bins are clearly marked to avoid sorting trash from recyclables

- Cardboard Collection done behind the scenes

With Private Vendors:

- Bins for cans and bottles within 50 ft of all drink/drink sale locations and placed behind each drink location

KEY WEST SONGWRITERS' FESTIVAL
1723 JAMAICA DR
KEY WEST, FL 33040

1510

63-751/631 10813
2000048109806

2-23-14

Date

PAY to the
order of

CITY OF KEY WEST

\$1000.00

One thousand

Dollars



Security
Features
Details on
Back

WELLS
FARGO

Wells Fargo Bank, N.A.
Florida
wellsfargo.com

KWSWF 2014

For

DEPOSIT STREET CLOSURE

L

MP

Recycle

City of Key West

*** CUSTOMER RECEIPT ***

Oper: KEYWALW Type: OC Drawer: 1
Date: 3/07/14 45 Receipt no: 19920

Description	Quantity	Amount
UNUSUAL PAYMENT	1.00	\$1000.00

Account number:
002200100

KEY WEST SONGWRITER'S FESTIVAL

er detail		
CHECK	1510	\$1000.00
al tendered		\$1000.00
al payment		\$1000.00

Trans date: 3/07/14 Time: 10:25:01



Waste Management Inc of
Florida
2700 Wiles Road
Pompano Beach, FL
33073-3018
800-433-2300

Service Agreement Non-Hazardous Waste Service Summary

WM Agreement # S0004278942
Customer Acct # 990-23375
Acct. Name KEY WEST SONG WRITERS
FESTIVAL
SIC 7999
Salesperson Margret Lara

Billing Information

Name	KEY WEST SONG WRITERS FESTIVAL	Contact	DANIELLE HOLLIDAY	Effective Date	5/5/2014
Address	1723 JAMAICA DR	Telephone #	(305) 797-4116	Last API Date	
City State Zip	KEY WEST, FL 33040	Fax #			
County/Parish	MONROE	Email	daniholliday1@gmail.com		

ON DEMAND (see details for amounts & charges)

Ref#	Quantity	Product/Equipment	Waste Type	Frequency
1-1	12	32 Gallon REL Recycling Toter	Single Stream Recycling	On Call

Initial Fees & Charges


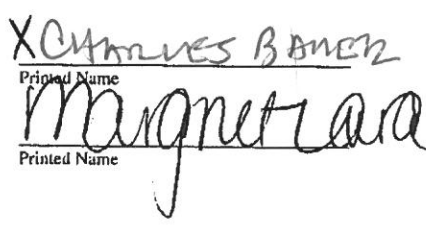
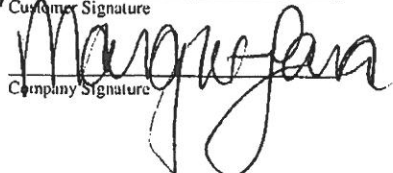
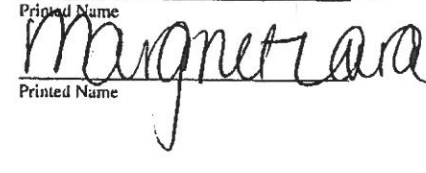
Delivery Charge	\$ 0.00
TOTAL INITIAL FEES	\$ 0.00

This is not a bill

A Fuel Surcharge, Regulatory Cost Recovery Charge and Environmental Charge calculated as a percentage of the Charge(s), will be included on your invoice. Information about these Charges can be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

If applicable to your account, a Recycle Material Offset (RMO) will appear on your invoice and may vary from month to month based on the recyclable material commodity market conditions. Waste Materials not to exceed an average weight of (lbs/yard).

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

		2-19-14
Customer Signature	Printed Name	Date
		02/19/14
Company Signature	Printed Name	Date



WM Agreement # S0004278942

Service Agreement Service Summary Continued

Service Location: 217 TELEGRAPH LN, KEY WEST, FL 33040

Name	KEY WEST SONG WRITERS FESTIVAL (Y)	Contact Name	DANIELLE HOLLIDAY	Email	daniholliday1@gmail.com
County/Parish	MONROE	Telephone #	(305) 797-4116	Mobile #	
Customer Comments	RESUME ACCT# 990-23375/LIMIT \$900/M1/RECYCLE/SALES ID 198522/RATE IS (12) YRT \$19.44 TOTAL EVENT///DELIVER (12) 32 GALLON TOTERS FOR RECYCLE ON 05-09-14/ANYTIME/CALL DANIELLE @ 797-4116 FOR PLACEMENT INSTRUCTIONS/DNR 05-12-14	Fax #			

Total Initial Fees For This Location \$ 0.00

Total Recurring Charges For This Location \$ 0.00

COMMERCIAL SERVICES

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
I-1	12	32 Gallon REL Recycling Toter	Single Stream Recycling	On Call	Misc	WM Owns: 12, Delivery: 12, Lids, Wheels	\$ 19.44

Initial Fees/Charges

Delivery Charge \$ 0.00
(per Container)

Conditional (as required) Fees/Charges

Removal Fee \$ 0.00
Delivery Charge (per Container) \$ 0.00

THE FOLLOWING TERMS AND CONDITIONS APPLY TO SOLID WASTE AND NON-REBATE RECYCLING SERVICES (INCLUDING PERMANENT, TEMPORARY, COMMERCIAL AND RESIDENTIAL) AS MAY BE PROVIDED BY AFFILIATES AND SUBSIDIARIES OF WASTE MANAGEMENT, INC. ("COMPANY")

THIS IS A LEGALLY BINDING AGREEMENT.

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/solvent-contaminated wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated inorganic or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
2. **TERM.** The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(c)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.
3. **SERVICES GUARANTY; CUSTOMER TERMINATION.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(c)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.
4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the Service Summary, as they may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer as specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges outlined in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (f) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Flush Out Services, Container Relocation Fee, or Seasonal Restart Fee. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect.
- Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late fee charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation fee. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.
6. **EQUIPMENT ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.
7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Term under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges multiplied by six (or, if the Effective Date is within six months of WM's last invoice date, the average of all monthly Charges); or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.
8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.
9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
10. **NO CLASS ACTION, WITH RESPECT TO ANY MATTER PERTAINING TO THIS SERVICE AGREEMENT, NEITHER CUSTOMER NOR COMPANY SHALL JOIN OR CONSOLIDATE CLAIMS BY, OR AGAINST, OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OF OR IN A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**
11. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.
12. **SPECIFICATIONS FOR RECYCLABLE MATERIALS.** Single stream, commingled recyclables will consist of recyclable glass, aluminum, cans, plastics and papers, as follows: aluminum food and beverage containers: glass food and beverage containers, ferrous (iron) cans; plastics with symbols #1 through #7; any paper or cardboard without wax liners. Any materials not set forth above are unacceptable ("Unacceptable Materials"). All glass containers, tin cans, bi-metal cans, aluminum cans, aerosol cans, and plastic containers must be empty. All fiber must be dry and free of food debris and other contaminating material; and Tissues, paper towels or other paper that has been in contact with food is not acceptable. All separated paper shall meet the standards set forth in the most current ISRI Scrap Specifications Circular, available upon request. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not (a) contain Excluded Materials; (b) contain chemical or other properties which are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public; and (c) shall not materially impair the strength or the durability of the Company's structures or equipment. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such Recyclable Materials and makes no representations as to the recyclability of the materials set forth above. Loads not meeting the Specifications for Recyclable Materials may be rejected in whole or in part by Company.

IN ADDITION TO THE ABOVE, THE FOLLOWING TERMS AND CONDITIONS APPLY TO

1. Aerosol, Ballast, Battery, Dental Material, Electronics, Fluorescent Lamps, Medical Waste, and Mercury Recycling/Disposal Services, and Mail-Back Ink Cartridge, Toner, Bottle, Cans, and Paper Recycling Services. Capitalized terms used herein shall have the meaning ascribed above, unless otherwise indicated. "Specialty Services", as used herein, include the following Company products/services: aerosol, ballast, battery, dental material, electronics, fluorescent lamp, medical waste, and mercury recycling and/or disposal services, and mail back recycling services and the container applicable to each of the Specialty Services (the "Container"). Subject to these Terms, and the limitations herein, Company will (a) treat, process, recycle and/or dispose of the Customer's Acceptable Waste in accordance with federal, state and local laws and regulations; and (b) prepare and process legally required paperwork. The Container may only be used for those materials as indicated on the Container (the "Acceptable Waste"). For any questions regarding or complying with these Terms, or a detailed list of Acceptable Waste eligible for shipping in each Container, please visit www.wm.com or call 1-800-664-1434.

2. RETURNS. If Customer does not accept these Terms, Customer may not use the Container or the Services. However, Customer may return a Container within ten (10) days (the "Return Period") from the day Customer received the Container by doing one of the following during the Return Period: (a) return the Container to the place of purchase; or (b) contact Company at the phone number noted above and complete all return instructions.

3. LIMIT ON AVAILABILITY. Specialty Services are only available as shown and certain of the Specialty Services are not available for use in certain States as follows ("Prohibited States"):

This Recycling/Disposal Service:	is prohibited for use in Puerto Rico, and in the States of Alaska and Hawaii, and such Service is further prohibited or restricted for use in the following additional States (collectively, "Prohibited States"):
Aerosol Containers	Arkansas, Connecticut, Maine, Massachusetts, Minnesota, New Hampshire, New York, Pennsylvania, Rhode Island, Vermont and Virginia
Ballasts	Maine
Batteries	Maine
Dental Material	Arkansas, Connecticut, Maine, Minnesota, New Mexico, New Hampshire, Rhode Island, Virginia and Vermont
Electronics	Maine
Bottle, Cans and Paper	None
Lamps	Maine
Medical Waste	None
Mercury	Maine
Cartridges and Toner	None

It is a violation of law to ship the Container to, from or through any of the Prohibited States. Company reserves the right to modify the list of Prohibited States at any time.

4. TITLE TO, AND RISK OF LOSS FOR, CONTAINER AND CONTENTS. Unless and until Company receives and accepts the Container: (a) title to and risk of loss of the Container and its contents shall remain with Customer; and (b) Customer is solely responsible for the contents of the Container.

5. EXPIRATION OF CONTAINER; UNUSED CONTAINERS. Each Container must be received by Company by the expiration date printed on the Container ("Expiration Date") if an Expiration Date is indicated. Company has no obligation after the Expiration Date even where the carrier identified on a Prepaid Label fails or refuses to ship the Container. Company shall not be obligated to provide Customer a refund for expired, unused Containers.

6. PACKAGING. Customer shall pack and seal the Container in accordance with the instructions included with the Container and any additional instructions that Company may send to the Customer or post on the Company Web Site prior to shipment of the Container by Customer (the "Instructions"). Customer shall pack in the Container only Acceptable Waste, and shall exclude any and all Non-Conforming Waste, as defined below.

7. SHIPPING. Customer shall comply with all Instructions related to shipping. Customer will have received a prepaid return shipping label (the "Prepaid Label") with the Container. The Container may not be shipped from any Prohibited State. Both the Instructions and Prepaid Label(s) may be obtained at www.wm.com or by calling 1-800-664-1434. Company shall not have any responsibility or liability with respect to any matter related to either a carrier collecting or shipping the Container.

8. ADDITIONAL SHIPPING CHARGES. (a) Customer shall remain responsible for all Charges of shipping the Container to Company, including, without limitation, increases imposed by the shipper after Customer has purchased a Prepaid Label. If the shipper identified on the Prepaid Label will not ship the Container, Company's sole obligation will be to refund to Customer the actual shipping charge received by Company. This obligation is conditioned upon receipt of written request for such refund prior to six (6) months from the date Customer purchased or received the Container. (b) Customer remains responsible for all Charges relating to exceeding the weight limits applicable to the Container. If Customer selects a monthly charge, additional Charges will be applied should weights or frequency of shipments exceed the limitations of Customer's requested monthly service. (c) Customer agrees to allow Company to charge Customer's credit card for additional shipping Charges as indicated above, whether or not Customer selects monthly Services or a one-time purchase of a Container.

9. ACCEPTABLE WASTE/NON-CONFORMING WASTE/ADDITIONAL CHARGES. Customers must check www.wm.com for updates to this list prior to initiating a shipment of a Container in order to ensure that only Acceptable Waste is shipped in the Container. Materials other than the Acceptable Waste indicated as eligible for shipping in each Container, and material having constituents, characteristics, components or properties not included within the list(s) of Acceptable Waste for each Container shall be "Non-Conforming Waste." (a) **Special Terms Applicable to Medical Waste Services: Only Regulated Medical Waste (as defined herein) qualifies as Acceptable Waste for the purposes of MedWaste Tracker Services.** "Regulated Medical Waste" includes but is not limited to: sharps, gauze, bandages, containers, tubing, blood, blood products, tissue chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment or medical waste as defined by Customer's State medical waste regulations or the OSHA Bloodborne Pathogen Standard (29 CFR 1910.1030). Customer shall, prior to shipping, provide to Company accurate and complete documents, shipping papers or manifests as required for the lawful transfer of the Regulated Medical Waste under all applicable federal, state or local laws. "Non-Conforming Waste" for the purposes of MedWaste Tracker Services means: (1) any waste or other material not falling within the definition of Regulated Medical Waste including complete human remains and abortion products; (2) radioactive waste; (3) any chemical waste and any hazardous waste; (4) containers that are damaged, leaking or could cause harm or exposure to employees, the general public or others; (5) waste that has been incorrectly identified, labeled and/or segregated; (6) any waste or device containing mercury including amalgam, vacuum pumps and other medical devices; and (7) pharmaceutical waste (except what is accepted under a Company pharmaceutical disposal program). (b) **Special Terms Applicable to Aerosol Container Services: Only certain aerosol cans qualify as Acceptable Waste, and Aerosol Container Services are only available for use by a household or a Conditionally Exempt Small Quantity Generator as certified to Company's reasonable satisfaction ("CESQG").** "Non-Conforming Waste" for the purposes of Aerosol Tracker Services includes, but is not limited to, those examples of Aerosol Tracker Services Non-Conforming Waste contained on Exhibit A below. (c) **Special Terms Applicable to Dental Material Services: Dental Material Services are only available for use by a CESQG, all Acceptable Waste must be disinfected, and no more than net 1 lb of elemental mercury may be placed in the Container.** (d) **Special Terms Applicable to Mercury Services: Unless specifically approved by Company, no more than net 1 lb of elemental mercury may be placed in the Container.** (e) **Terms/Charges Applicable to Non-Conforming Waste:** If Company determines that any Container contains Non-Conforming Waste, Company may, at its sole discretion, and at Customer's sole cost and expense: (i) reject the Container and return it to Customer; (ii) return the Non-Conforming Waste to Customer; or (iii) treat, process and/or dispose of the contents of the Container. Customer shall be liable for any and all costs associated with Non-Conforming Waste. Company (or any contractor of company) shall not take title to Non-Conforming Waste, and title to Non-Conforming Waste shall always remain with Customer.

10. CHARGES FOR FAILURE TO COMPLY WITH TERMS AND INSTRUCTIONS; CHANGED CONDITIONS; AND ADDITIONAL SERVICES. Company reserves the right to charge or bill Customer additional amounts for any of the following: (a) any Container exceeding its specified maximum weight; (b) shipping materials in the wrong Container, or mixing materials in a Container; (c) additional shipping Charges beyond the amounts prepaid for any Prepaid Label; (d) any costs or expenses incurred by Company as a result of Customer's failure to comply with these Terms or the Instructions, other than the usual and customary costs of Company in the performance of the Tracker Services; or (e) any costs related to changes in applicable law occurring after the date of purchase of the Container.

11. WARRANTY. Company warrants, except where Tracker Services are used in Prohibited States, as follows: (a) the Container has passed, and meets or exceeds the applicable performance standards of federal, state and local regulations; and (b) if the Container is packed, sealed and shipped strictly in accordance with the Instructions, it is adequate to transport Acceptable Waste to the processing facility from authorized points under ordinary commercial shipping conditions. Other than as expressly warranted herein, the Specialty Services are provided "as is," and Company disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Customer warrants that it will not ship any Non-Conforming Waste in the Container and that Customer will otherwise comply with these Terms and all Instructions.

EXHIBIT A - Examples of Aerosol Services Non-Conforming Wastes

(1) Aerosols that are not in good condition (e.g., damaged, corroded, punctured, leaking, or crushed); (2) Aerosols with labels that are missing, covered, illegible, or obscured; (3) Aerosols with a capacity of greater than 1 liter (1000 ml); (4) Products that are not true aerosols (i.e., non-refillable cylinders containing a gas under pressure, used solely to expel a liquid, paste, or powder from the cylinder through a self-closing release device). Examples of prohibited non-aerosols include: Pump sprays; Oxygen regulators; Signal horns; Non-pressurized self-defense sprays; Liquefied petroleum gas ("LPG") cylinders; Gas for powering jet pellet guns; Other cylinders containing gases only; (5) Aerosols that are specially regulated or not authorized for receipt, including: CFC-containing products (e.g., certain inhalers and refrigerants); Expanding foam products (e.g., insulation foam); PCB-containing products (e.g., certain paints, pesticides, or adhesives that are greater than 25 years old); Pepper sprays; Pesticides/herbicides that are not intended for household use or that have labels which do not authorize recycling of used aerosol cans; Silicone gasket-maker products; Tear gas cartridges or devices; Zinc-based paints/primer/coatings (e.g., zinc-rich cold galvanizing sprays); (6) Industrial or other aerosols that do not have potential consumer uses; (7) Aerosols that do not have tops, caps, or lids that are capable of preventing accidental discharge during transport and related handling (e.g., aerosols designed with a removable cap if the cap is missing); (8) Aerosols that are discarded by facilities in any of the following industries: (a) petroleum refining, (b) chemical manufacturing, (c) coke by-product recovery, or (d) treatment, storage, or disposal facilities handling benzene wastes from any of these three industries. Customers should check the Web Site for updates to this list prior to initiating a shipment of a Container in order to ensure that no Non-Conforming Wastes are shipped in the Container.



Waste Management Inc of
Florida
2700 Wiles Road
Pompano Beach, FL
33073-3018
800-433-2300

**Service Agreement
Non-Hazardous Waste
Service Summary**

WM Agreement # S0004278740
Customer Acct # 990-23374
Acct. Name KEY WEST SONG WRITERS
FESTIVAL
SIC 7999
Salesperson Margret Lara

Billing Information

Name KEY WEST SONG WRITERS FESTIVAL
Address 1723 JAMAICA DR
City/State/Zip KEY WEST, FL 33040
County/Parish MONROE
Contact DANIELLE HOLLIDAY
Telephone # (305) 797-4116
Fax #
Email daniholliday1@gmail.com
Effective Date 5/9/2014
Last API Date

ON DEMAND (see details for amounts & charges)

Ref#	Quantity	Product/Equipment	Waste Type	Frequency
1-1	12	32 Gallon REL Toter	MSW Commercial - Loose	On Call
1-2	12	Disposal for MSW Commercial	MSW Commercial - Loose	On Call

Initial Fees & Charges

Delivery Charge \$ 0.00
TOTAL INITIAL FEES \$ 0.00

This is not a bill

A Fuel Surcharge, Regulatory Cost Recovery Charge and Environmental Charge calculated as a percentage of the Charge(s), will be included on your invoice. Information about these Charges can be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

If applicable to your account, a Recycle Material Offset (RMO) will appear on your invoice and may vary from month to month based on the recyclable material commodity market conditions. Waste Materials not to exceed an average weight of (lbs/yard).

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature

Company Signature

XC HARRIS BAKER
Printed Name
Margret Lara
Printed Name

2-19-14
Date
02/19/14
Date



WM Agreement # S0004278740

Service Agreement Service Summary Continued

Service Location: 217 TELEGRAPH LN, KEY WEST, FL 33040

Name	KEY WEST SONG WRITERS FESTIVAL	Contact Name	DANIELLE HOLLIDAY	Email	daniholliday1@gmail.com
County/Parish	MONROE	Telephone #	(305) 797-4116	Mobile #	
Customer Comments	RESUME ACCT# 990-23374/LIMIT \$900/M1/SW/SALES ID 198522/RATE IS (12) 32X \$19.44 + (12) 32Z \$54.12 = \$73.56 TOTAL EVENT///DELIVER (12) 32 GALLON TOTERS FOR GARBAGE ON 05-09-14/ANYTIME/CALL DANIELLE @ 797-4116 FOR PLACEMENT INSTRUCTIONS/DNR 05-12-14	Fax #			

Total Initial Fees For This Location \$ 0.00

Total Recurring Charges For This Location \$ 0.00

COMMERCIAL SERVICES

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
I-1	12	32 Gallon REL Toter	MSW Commercial - Loose	On Call	Misc	WM Owns: 12, Delivery: 12, Lids, Wheels	\$ 19.44

Initial Fees/Charges

Delivery Charge \$ 0.00
(per Container)

Conditional (as required) Fees/Charges

Removal Fee \$ 0.00
Delivery Charge (per Container) \$ 0.00

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
I-2	12	Disposal for MSW Commercial	MSW Commercial - Loose	On Call	Misc	WM Owns: 12, Delivery: 12, Lids, Wheels	\$ 54.12

Initial Fees/Charges

Delivery Charge \$ 0.00
(per Container)

Conditional (as required) Fees/Charges

Removal Fee \$ 0.00
Delivery Charge (per Container) \$ 0.00

CB

THE FOLLOWING TERMS AND CONDITIONS APPLY TO SOLID WASTE AND NON-REBATE RECYCLING SERVICES (INCLUDING PERMANENT, TEMPORARY, COMMERCIAL AND RESIDENTIAL) AS MAY BE PROVIDED BY AFFILIATES AND SUBSIDIARIES OF WASTE MANAGEMENT, INC. ("COMPANY")

THIS IS A LEGALLY BINDING AGREEMENT.

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
2. **TERM.** The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.
3. **SERVICES GUARANTY; CUSTOMER TERMINATION.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.
4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the Service Summary, as they may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer as specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges outlined in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (f) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restrain Fee. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a Non-Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late fee charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation fee. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.
6. **EQUIPMENT; ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Customer shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.
7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Term under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges multiplied by six (or, if the Effective Date is within six months of WM's last invoice date, the average of all monthly Charges); or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.
8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, in the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.
9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
10. **NO CLASS ACTION; WITH RESPECT TO ANY MATTER PERTAINING TO THIS SERVICE AGREEMENT, NEITHER CUSTOMER NOR COMPANY SHALL JOIN OR CONSOLIDATE CLAIMS BY, OR AGAINST, OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OF OR IN A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**
11. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supercedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.
12. **SPECIFICATIONS FOR RECYCLABLE MATERIALS.** Single stream, commingled recyclables will consist of recyclable glass, aluminum, cans, plastics and papers, as follows: aluminum food and beverage containers; glass food and beverage containers; ferrous (iron) cans; plastics with symbols #1 through #7; any paper or cardboard without wax liners. Any materials not set forth above are unacceptable ("Unacceptable Materials"). All glass containers, tin cans, hi-metal cans, aluminum cans, aerosol cans, and plastic containers must be empty; All fiber must be dry and free of food debris and other contaminating material; and Tissues, paper towels or other paper that has been in contact with food is not acceptable. All separated paper shall meet the standards set forth in the most current ISRI Scrap Specifications Circular, available upon request. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not (a) contain Excluded Materials; (b) contain chemical or other properties which are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public; and (c) shall not materially impair the strength or the durability of the Company's structures or equipment. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such Recyclable Materials and makes no representations as to the recyclability of the materials set forth above. Loads not meeting the Specifications for Recyclable Materials may be rejected in whole or in part by Company.

IN ADDITION TO THE ABOVE, THE FOLLOWING TERMS AND CONDITIONS APPLY TO

1. **Aerosol, Ballast, Battery, Dental Material, Electronics, Fluorescent Lamps, Medical Waste, and Mercury Recycling/Disposal Services, and Mail-Back Ink Cartridge, Toner, Bottle, Cans, and Paper Recycling Services.** Capitalized terms used herein shall have the meaning ascribed above, unless otherwise indicated. "Specialty Services", as used herein, include the following Company products/services: aerosol, ballast, battery, dental material, electronics, fluorescent lamps, medical waste, and mercury recycling and/or disposal services, and mail back recycling Services and the container applicable to each of the Specialty Services (the "Container"). Subject to these Terms, and the limitations herein, Company will (a) treat, process, recycle and/or dispose of the Customer's Acceptable Waste in accordance with federal, state and local laws and regulations; and (b) prepare and process legally required paperwork. The Container may only be used for those materials as indicated on the Container (the "Acceptable Waste"). For any questions regarding or complying with these Terms, or a detailed list of Acceptable Waste eligible for shipping in each Container, please visit www.wm.com or call 1-800-664-1434.

2. **RETURNS.** If Customer does not accept these Terms, Customer may not use the Container or the Services. However, Customer may return a Container within ten (10) days (the "Return Period") from the day Customer received the Container by doing one of the following during the Return Period: (a) return the Container to the place of purchase; or (b) contact Company at the phone number noted above and complete all return instructions.

3. **LIMIT ON AVAILABILITY.** Specialty Services are only available as shown and certain of the Specialty Services are not available for use in certain States as follows ("Prohibited States"):

This Recycling/Disposal Service:	Is prohibited for use in Puerto Rico, and in the States of Alaska and Hawaii, and such Service is further prohibited or restricted for use in the following additional States (collectively, "Prohibited States"):
Aerosol Containers	Arkansas, Connecticut, Maine, Massachusetts, Minnesota, New Hampshire, New York, Pennsylvania, Rhode Island, Vermont and Virginia
Ballasts	Maine
Batteries	Maine
Dental Material	Arkansas, Connecticut, Maine, Minnesota, New Mexico, New Hampshire, Rhode Island, Virginia and Vermont
Electronics	Maine
Bottle, Cans and Paper	None
Lamps	Maine
Medical Waste	None
Mercury	Maine
Cartridges and Toner	None

It is a violation of law to ship the Container to, from or through any of the Prohibited States. Company reserves the right to modify the list of Prohibited States at any time.

4. **TITLE TO, AND RISK OF LOSS FOR, CONTAINER AND CONTENTS.** Unless and until Company receives and accepts the Container: (a) title to and risk of loss of the Container and its contents shall remain with Customer; and (b) Customer is solely responsible for the contents of the Container.

5. **EXPIRATION OF CONTAINER; UNUSED CONTAINERS.** Each Container must be received by Company by the expiration date printed on the Container ("Expiration Date") if an Expiration Date is indicated. Company has no obligation after the Expiration Date even where the carrier identified on a Prepaid Label fails or refuses to ship the Container. Company shall not be obligated to provide Customer a refund for expired, unused Containers.

6. **PACKAGING.** Customer shall pack and seal the Container in accordance with the instructions included with the Container and any additional instructions that Company may send to the Customer or post on the Company Web Site prior to shipment of the Container by Customer (the "Instructions"). Customer shall pack in the Container only Acceptable Waste, and shall exclude any and all Non-Conforming Waste, as defined below.

7. **SHIPPING.** Customer shall comply with all Instructions related to shipping. Customer will have received a prepaid return shipping label (the "Prepaid Label") with the Container. The Container may not be shipped from any Prohibited State. Both the Instructions and Prepaid Label(s) may be obtained at www.wm.com or by calling 1-800-664-1434. Company shall not have any responsibility or liability with respect to any matter related to either a carrier collecting or shipping the Container.

8. **ADDITIONAL SHIPPING CHARGES.** (a) Customer shall remain responsible for all Charges of shipping the Container to Company, including, without limitation, increases imposed by the shipper after received by Company. This obligation is conditioned upon receipt of written request for such refund prior to six (6) months from the date Customer purchased or received the Container. (b) Customer remains responsible for all Charges relating to exceeding the weight limits applicable to the Container. If Customer selects a monthly Charge, additional Charges will be applied should weights or frequency of shipments exceed the limitations of Customer's requested monthly service. (c) Customer agrees to allow Company to charge Customer's credit card for additional shipping Charges as indicated above.

9. **ACCEPTABLE WASTE/NON-CONFORMING WASTE/ADDITIONAL CHARGES.** Customers must check www.wm.com for updates to this list prior to initiating a shipment of a Container in order to ensure that only Acceptable Waste is shipped in the Container. Materials other than the Acceptable Waste indicated as eligible for shipping in each Container, and material having constituents, characteristics, components or properties not included within the list(s) of Acceptable Waste for each Container shall be "Non-Conforming Waste." (a) **Special Terms Applicable to Medical Waste Services:** Only Regulated Medical Waste (as defined herein) qualifies as Acceptable Waste for the purposes of MedWaste Tracker Services. "Regulated Medical Waste" includes but is not limited to sharps, gauze, bandages, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment or medical waste as defined by Customer's State medical waste regulations or the OSHA Bloodborne Pathogen Standard (29 CFR 1910.1030). Customer shall, prior to shipping, provide to Company accurate and complete documents, shipping papers or manifests as required for the lawful transfer of the Regulated Medical Waste under all applicable federal, state or local laws. "Non-Conforming Waste" for the purposes of MedWaste Tracker Services means: (1) any waste or other material not falling within the definition of Regulated Medical Waste including complete human remains and abortion products; (2) radioactive waste; (3) any chemical waste and any hazardous waste; (4) containers that are damaged, leaking or could cause harm or exposure to employees, the general public or others; (5) waste that has been incorrectly identified, labeled and/or segregated; (6) any waste or device containing mercury including amalgam, vacuum pumps and other medical devices; and (7) pharmaceutical waste (except what is accepted under a Company pharmaceutical disposal program). (b) **Special Terms Applicable to Aerosol Container Services:** Only certain aerosol cans qualify as Acceptable Waste, and Aerosol Container Services are only available for use by a household or a Conditionally Exempt Small Quantity Generator as certified to Company's reasonable satisfaction ("CESQG"). "Non-Conforming Waste" for the purposes of Aerosol Tracker Services includes, but is not limited to, those examples of Aerosol Tracker Services Non-Conforming Waste contained on Exhibit A below. (c) **Special Terms Applicable to Dental Material Services:** Dental Material Services are only available for use by a CESQG; all Acceptable Waste must be disinfected, and no more than net 1 lb of elemental mercury may be placed in the Container. (d) **Special Terms Applicable to Mercury Services:** Unless specifically approved by Company, no more than net 1 lb of elemental mercury may be placed in the Container. (e) **Terms/Charges Applicable to Non-Conforming Waste:** If Company determines that any Container contains Non-Conforming Waste, Company may, at its sole discretion, and at Customer's sole cost and expense: (i) reject the Container and return it to Customer; (ii) return the Non-Conforming Waste to Customer; or (iii) treat, process and/or dispose of the contents of the Container. Customer shall be liable for any and all costs associated with Non-Conforming Waste. Company (or any contractor of company) shall not take title to Non-Conforming Waste, and title to Non-Conforming Waste shall always remain with Customer.

10. **CHARGES FOR FAILURE TO COMPLY WITH TERMS AND INSTRUCTIONS; CHANGED CONDITIONS; AND ADDITIONAL SERVICES.** Company reserves the right to charge or bill Customer additional amounts for any of the following: (a) any Container exceeding its specified maximum weight; (b) shipping materials in the wrong Container, or mixing materials in a Container; (c) additional shipping Charges beyond the amounts prepaid for any Prepaid Label; (d) any costs or expenses incurred by Company as a result of Customer's failure to comply with these Terms or the Instructions, other than the usual and customary costs of Company in the performance of the Tracker Services; or (e) any costs related to changes in applicable law occurring after the date of purchase of the Container.

11. **WARRANTY.** Company warrants, except where Tracker Services are used in Prohibited States, as follows: (a) the Container has passed, and meets or exceeds the applicable performance standards of federal, state and local regulations; and (b) if the Container is packed, sealed and shipped strictly in accordance with the Instructions, it is adequate to transport Acceptable Waste to the processing facility from authorized points under ordinary commercial shipping conditions. Other than as expressly warranted herein, the Specialty Services are provided "as is," and Company disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Customer warrants that it will not ship any Non-Conforming Waste in the Container and that Customer will otherwise comply with these Terms and all Instructions.

EXHIBIT A - Examples of Aerosol Services Non-Conforming Wastes

(1) Aerosols that are not in good condition (e.g., damaged, corroded, punctured, or crushed); (2) Aerosols with labels that are missing, covered, illegible, or obscured; (3) Aerosols with a capacity of greater than 1 liter (1000 ml); (4) Products that are not true aerosols (i.e., non-refillable cylinders containing a gas under pressure, used solely to expel a liquid, paste, or powder from the cylinder through a self-closing release device). Examples of prohibited non-aerosols include: Pump sprays; Oxygen canisters; Signal horns; Non-pressurized self-defense sprays; Liquefied petroleum gas ("LPG") cylinders; Gas for powering toy pellet guns; Other cylinders containing gases only; (5) Aerosols that are specially regulated or not authorized for receipt, including: CPC-containing products (e.g., certain inhalers and refrigerants); Expanding foam products (e.g., insulation foam); PCB-containing products (e.g., certain paints, pesticides, or adhesives that are greater than 25 years old); Pepper sprays; Pesticides/herbicides that are not intended for household use or that have labels which do not authorize recycling of used aerosol cans; Silicone gasket-maker products; Tear gas cartridges or devices; Zinc-based paints/primer/coatings (e.g., zinc-rich cold galvanizing sprays); (6) Industrial or other aerosols that do not have potential consumer uses; (7) Aerosols that do not have tops, caps, or lids that are capable of preventing accidental discharge during transport and related handling (e.g., aerosols designed with a removable cap if the cap is missing); (8) Aerosols that are discarded by facilities in any of the following industries: (a) petroleum refining, (b) chemical manufacturing, (c) coke by-product recovery, or (d) treatment, storage, or disposal facilities handling benzene wastes from any of these three industries. Customers should check the Web Site for updates to this list prior to initiating a shipment of a Container in order to ensure that no Non-Conforming Wastes are shipped in the Container.



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3888

Pursuant to my request to conduct a special event requiring authorization by the City Commission, I agree that throughout the event I will keep the premises clear of accumulated recyclables, trash and debris. This includes emptying trash and recycle cans on a regular basis for the duration of the event.

A handwritten signature in blue ink, consisting of a stylized 'h' followed by a long horizontal stroke, positioned above a solid horizontal line.



Signatures of NO Objection to Street Closure

EVENT; KEY WEST SONGWRITERS FESTIVAL MAIN EVENT Concert

DATE; MAY 10, 2014

TIME; 4PM – MIDNIGHT

No beverages or food items will be sold by the Festival or booths set up on Duval Street.

RICKS ENTERTAINMENT COMPLEX

[Signature]

DUVAL BEACH CLUB

MARTIN MORTON

COYOTE UGLY

[Signature]

BULL/ WHISTLE

NOT Available

FOGARTY'S / FLYING MONKEY

NOT Available.

BURGER FI

[Signature]

SHORTYS

[Signature]

IRISH KEVINS

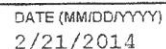
[Signature]

THE LAZY GECKO

[Signature]

SLOPPY JOES

[Signature]



COVERAGES

X	COMMERCIAL GENERAL LIABILITY	
	<input type="checkbox"/> CLAIMS MADE	<input type="checkbox"/> OCCURRENCE
	OWNER'S & CONTRACTOR'S PROTECTIVE	

DEDUCTIBLES

	PROPERTY DAMAGE	\$		PER CLAIM
	BODILY INJURY	\$		PER OCCURRENCE
		\$		

LIMITS

GENERAL AGGREGATE	\$2,000,000
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$Included
PERSONAL & ADVERTISING INJURY	\$1,000,000
EACH OCCURRENCE	\$1,000,000
DAMAGE TO RENTED PREMISES (each occurrence)	\$1,000,000
MEDICAL EXPENSE (Any one person)	\$5,000
EMPLOYEE BENEFITS	\$

	PREMIUMS
	PREMISES/OPERATIONS
	PRODUCTS
	OTHER
	TOTAL

	\$	OCCURRENCE
OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)		

SCHEDULE OF HAZARDS

[illegible]

CLAIMS MADE (Explain all "Yes" responses)

EXPLAIN ALL "YES" RESPONSES		Y/N
1. PROPOSED RETROACTIVE DATE:		
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE		
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?		<input type="checkbox"/>
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?		<input type="checkbox"/>

EMPLOYEE BENEFITS LIABILITY

1. DEDUCTIBLE PER CLAIM: \$	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
2. NUMBER OF EMPLOYEES:	4. RETROACTIVE DATE:

CONTRACTORS

EXPLAIN ALL "YES" RESPONSES (For past or present operations)					Y/N
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?					<input type="checkbox"/> n
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?					<input type="checkbox"/> n
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?					<input type="checkbox"/> n
4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?					<input type="checkbox"/> n
5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?					<input type="checkbox"/> n
6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?					<input type="checkbox"/> n
DESCRIBE THE TYPE OF WORK SUBCONTRACTED	\$ PAID TO SUB-CONTRACTORS:	% OF WORK SUBCONTRACTED:	# FULL-TIME STAFF:	# PART-TIME STAFF:	

PRODUCTS/COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.					Y/N
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?					<input type="checkbox"/> n
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)					<input type="checkbox"/> n
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?					<input type="checkbox"/> n
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?					<input type="checkbox"/> n
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?					<input type="checkbox"/> n
6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?					<input type="checkbox"/> n
7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?					<input type="checkbox"/> n
8. PRODUCTS UNDER LABEL OF OTHERS?					<input type="checkbox"/> n
9. VENDORS COVERAGE REQUIRED?					<input type="checkbox"/> n
10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSURED?					<input type="checkbox"/> n

ADDITIONAL INTEREST/CERTIFICATE RECIPIENT
☐ ACORD 45 attached for additional names

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/> ADDITIONAL INSURED		SEE REMARKS FOR ADDL INSUREDS			LOCATION:	BUILDING:
<input type="checkbox"/> LOSS PAYEE					VEHICLE:	BOAT:
<input type="checkbox"/> MORTGAGEE					SCHEDULED ITEM NUMBER:	
<input type="checkbox"/> LIENHOLDER					OTHER	
<input type="checkbox"/> EMPLOYEE AS LESSOR						
ITEM DESCRIPTION:						

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	Y / N
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?	<input type="checkbox"/> n
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?	<input type="checkbox"/> n
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	<input type="checkbox"/> n
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS?	<input type="checkbox"/> n
5. MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?	<input type="checkbox"/> n
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?	<input type="checkbox"/> n
7. ANY PARKING FACILITIES OWNED/RENTED?	<input type="checkbox"/> n
8. IS A FEE CHARGED FOR PARKING?	<input type="checkbox"/> n
9. RECREATION FACILITIES PROVIDED?	<input type="checkbox"/> n
10. IS THERE A SWIMMING POOL ON THE PREMISES?	<input type="checkbox"/> n
11. SPORTING OR SOCIAL EVENTS SPONSORED?	<input type="checkbox"/> n
12. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?	<input type="checkbox"/> n
13. ANY DEMOLITION EXPOSURE CONTEMPLATED?	<input type="checkbox"/> n
14. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?	<input type="checkbox"/> n
15. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	<input type="checkbox"/> n
16. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?	<input type="checkbox"/> n

GENERAL INFORMATION (continued)

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)

17. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?

Y/N

n

18. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?

n

19. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?

n

20. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?

n

REMARKS

Addl insureds: 1) Monroe County BOCC Risk Mgmt 1100 Simonton St Key West FL 33040
 2) City Of Key West 604 Simonton St Key West FL 33040
 3) Pier House Joint Ventures DBA Pier House Resort & Spa 1 Duval St Key West FL 33040
 4) San Carlos Institute 516 Duval St Key West FL 33040
 5) Smokin Tuna LLC 4 Charles St Key West FL 33040

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, FL, HI, MA, NE, OH, OK, OR or VT. In DC, LA, ME, TN, VA and WA insurance benefits may also be denied).
 IN FLORIDA, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.



Western Heritage
Insurance Company

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2007, effective January 1, 2008 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses eighty-five percent (85%) of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 Billion Cap that limits United States Government reimbursement as well as insurers' Liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2007 is scheduled to terminate at the end of December 31, 2014, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2014, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

NOTE: In this state, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.



SURPLUS LINES LETTER

DATE: February 21 2014
Bauer Restaurants Inc. DBA Key West Songwriters Festival
412 White St
Key West FL 33040

Policy Type: Commercial General Liability

Company: Western Heritage Insurance Company

The purpose of this letter is to inform you that this coverage is being written through a Surplus Lines Company. Although Surplus Lines Companies are authorized to do business in the State of Florida, they are not protected by the Florida Guarantee Fund in the event the company becomes insolvent.

The insurance company insuring this policy has a rating of A+ in the A.M. Best Guide, and we are not aware of any financial problems now, or in the past, with this company.

The Florida Guarantee Fund would normally protect your return premium and claim should the company become insolvent. The Florida Guarantee Fund does not cover any company which is a Surplus Lines Company.

Please sign below indicating that you understand that this policy is written with a Surplus Lines Company.

Thank you for your consideration in this matter.

X 

Insured's Signature

2.24.14

Date

3706-H North Roosevelt Blvd. Key West, FL 33040

305-292-6060 (phone) 305-292-6002 (fax)

jdiamond@kwdiamond.com

admin@kwdiamond.com

lshield@kwdiamond.com

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

<input type="checkbox"/>	I hereby elect to purchase certified terrorism coverage for a premium of \$_____. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2007 may terminate on December 31, 2014. Should that occur my coverage for terrorism as defined by the Act will also terminate.
<input checked="" type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.

X 

Policyholder/Applicant's Signature

CHARLIE BAUER

Print Name

2.24.14

Date

Named Insured/Firm

Policy Number, if available



6. **Stadiums:** NA

Are bleachers or platforms to be used? ☐ Yes ☐ No
If yes, type: ☐ portable ☐ permanent
Back and side railings provided? ☐ Yes ☐ No
Construction: ☐ Wood ☐ Steel ☐ Concrete
Height in feet: _____ Age of bleachers or platform: _____
Are patrons protected from, and warned against, potential flying objects? ☐ Yes ☐ No
Are patrons allowed on the field, track or pit area? ☐ Yes ☐ No
Is public address system clearly audible in all parts of the facility? ☐ Yes ☐ No
Is there a backup electrical supply for lighting and the public address system? ☐ Yes ☐ No

7. **Traffic Control:** NA

Who is responsible for crowd and traffic control? _____
Are parking areas smooth with clearly marked parking areas and exit roads? ☐ Yes ☐ No
Is parade route able to handle size and height of floats and are cross streets barricaded? ☐ Yes ☐ No

8. **Liquor:** NA

Is liquor to be served by applicant? ☐ Yes ☐ No
If yes, explain: _____
Does applicant want: ☐ Host Liquor ☐ Liquor Liability (available in selected states only)
Is liquor to be served by others? ☐ Yes ☐ No
If yes, do they have Liquor Liability coverage? ☐ Yes ☐ No

9. **First Aid:**

Will first aid facilities be provided at the event? ☐ Yes ☐ No
If yes, describe: First aid is provided by venues
If yes, who will be in charge of the facilities?
☐ Doctors ☐ Nurses ☐ Others: _____

10. If applicant is the sponsor, does the operator have liability insurance? NA ☐ Yes ☐ No
If yes, name of insurance carrier: _____ and policy limits of liability: \$ _____

11. **Hold-harmless Agreements:** NA


Is applicant held harmless by others? ☐ Yes ☐ No
Does applicant agree to hold any third party harmless? ☐ Yes ☐ No
If yes, who? _____

APPLICABLE IN THE STATE OF NEW YORK:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

FRAUD WARNING:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PRODUCER'S SIGNATURE: X  DATE: _____

APPLICANT'S SIGNATURE: X  DATE: 2.24.14

AGENT NAME: _____ AGENT LICENSE NUMBER: _____

(Applicable to Florida Agents Only)

Key West Songwriters Festival 2013 Budget for Street Show May 4th 2013

Light Sound & Stage	(\$6,000)
Police Department	(\$1,260)
Non-Profit Raffle	\$7,150
Check to Non-Profit	(\$7,150)
Labor	(\$500)
Total Expense	(\$7,760)



THE CITY OF KEY WEST

P.O. BOX 1409
KEY WEST, FL 33041-1409

RELEASE AND INDEMNIFICATION
Key West Songwriters Fest/Charlie Bauer
Saturday, May 10, 2014
2:00 p.m. to 10:00 p.m.

I **Charlie Bauer** being authorized to act on behalf of and legally bind **Bauer Restaurant DBA Key West Songwriters Festival** doing business as the legal entity or association on whose behalf this application is made, do hereby release the City of Key West, its officers, agents and employees from any and all liability for damages arising out of, or related to the activities for which application for leave to use City property has been submitted; and do hereby further agree, on behalf of said entity or association to indemnify, and hold harmless the City of Key West, its officers, agents, and employees from and against any and all damages to personnel or property of the City, and against all claims for damages or injuries to other persons or property of any nature whatsoever, and for defense costs, including attorneys' fees at both trial and appellate levels, arising from the actions or omissions of the person(s) or legal entity(ies) on whose behalf the application is submitted, including, but not limited to, the sale and dispensing of alcoholic beverages, or otherwise arising from the actions of their members, licensees, customers, guests, invitees, or participants in the related activities permitted. The foregoing Release and Indemnification agreement does not apply to those claims for damages or injuries which result from the negligent actions or omissions of the City of Key West, its officers, agents, and employees.

Maria Ratcliff
Signature of Witness

Maria Ratcliff
Print Name

2/26/14
Date

Charlie Bauer

Signature of Applicant

CHARLES BAUER
Print Name

2.26.14
Date



Shepherd Center
FOUNDATION

February 6, 2014

Danielle Holliday
Key West Songwriters Festival
4 Charles Street
Key West, FL 33040

Dear Dani,

We are honored that Shepherd Center's SHARE Military Initiative has been chosen again to be the beneficiary for your 19th Annual Key West Songwriters Festival. You have permission to use the name SHARE Military Initiative in promoting your festival and raising funds to benefit our Military patients suffering from Traumatic Brain Injury and Post Traumatic Stress Syndrome.

SHARE Military Initiative at Shepherd Center is a comprehensive rehabilitation program that focuses on assessment and treatment for service men and women who have sustained a mild to moderate traumatic brain injury and PTSD from the Afghanistan and Iraqi conflicts - at NO CHARGE to veterans or their families. We provide assistance, support, and education to service members and their families during their recovery treatment and beyond. In addition, the program compiles data that is beneficial to policy and legislative change to provide for unfunded services.

Logo provided to be used in social media, print material and festival merchandise.
Hyperlink to festival website <http://www.shepherd.org/SHARE>

We will reciprocate on our website with a hyperlink to yours if you will provide us with your logo and URL.

SHARE Military Initiative
2020 Peachtree Rd., NW
Atlanta, GA 30309

Contact: Dean Melcher
2020 Peachtree Rd., NW
Atlanta, GA 30309

Please direct all event related correspondence to Shauna Collins at 1145 Magnolia Drive, Franklin, TN 37064. 615/752.2942 or 615/974.7023.

Thanks for supporting SHARE Military Initiative. We look forward to working with the Key West Songwriters Festival in raising funds for our nation's finest service men and women.

Sincerely,



Dean Melcher
Director of Development Operations



Crazy shirts

Polar ice cream

harricada

GREENE STREET

harricada

STAGE

harricada

Tropical

RICKS

Sloppy Joes

Lazy Gecko

Irish Kevins

Shorty's

vacant

Burger fi

Fogarty's

DUVAL STREET

Beach club

Coyote Ugly

Bull/Whistle

harricada

Q13



**KEY WEST FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE**

Please Check All That Apply To This Event

Cooking

- ☐ Deep Frying/Open Flame
- ☐ Charcoal Grill
- ☐ Gas Grill
- ☐ Food Warming Only
- ☐ Catered Food
- ☐ Plan for Cooking Oil Disposal
- ☐ No Cooking on Site

Electrical Power

- ☒ Generator
- ☒ 110 AC with Extension Cords
- ☐ DC Power

Road Closure

- ☒ Map of Closed Road with Fire Lane & Vendor Booth(s) Locations

Tents (More Than 200 SqFt.)

- ☐ Flame Resistance Certificate
- ☐ Size, Type, Location of Tent(s)

Food Booths

- ☐ Food Booths – Total # _____
- ☐ Vendor Booths – Total # _____
- ☐ Total Number of Booths - _____

Parade

- ☐ Floats – Total # _____

13

Event Name: Key West Songwriters Festival Concert

Special Event Checklist

Everything must be checked off before
submitting the special event application

X	TITLE	COMMENTS
✓	Special Event Application	
✓	Noise Exemption (If applicable)	
✓	\$50.00 for Noise	
✓	Ordinance initialed	
✓	Recycling checklist completed	
✓	Recycling deposit \$1,000.00	
✓	Recycling Plan <i>attached</i>	
✓	Authorization Letter for continuous cleaning of recycled area	
✓	Signatures of No Objection of Street closure (If applicable) <i>attached</i>	
✓	Insurance naming the City as additional insured <i>attached.</i>	
✓	Financial of previous event (If applicable)	
✓	Release & Idemnification Form	
✓	Site Map (where barricades, stages, etc are to go) <i>attached.</i>	
✓	Letter from non profit that states they will be receiving the funds <i>attached</i>	

Key West Songwriters Festival / Charlie Bauer
5/10/2014

CITY OF KEY WEST SPECIAL EVENTS
DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

Mauro Rattuph
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

POLICE DEPARTMENT

SIGNATURE DATE

FIRE DEPARTMENT

SIGNATURE DATE

KEY WEST DOT

SIGNATURE DATE

CODE COMPLIANCE

Jim Young 5 Mar 14
SIGNATURE DATE

DOUG BRADSHAW/PORT

SIGNATURE DATE

PARKING DEPARTMENT

SIGNATURE DATE

Key West Songwriters Festival / Charlie Bauer
5/10/2014

CITY OF KEY WEST SPECIAL EVENTS
DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

Mano Ratuph
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

POLICE DEPARTMENT

SIGNATURE DATE

FIRE DEPARTMENT

SIGNATURE DATE

KEY WEST DOT

No Impact

Rogelio Hernandez / P.S. 3-6-14
SIGNATURE DATE

CODE COMPLIANCE

SIGNATURE DATE

DOUG BRADSHAW/PORT

SIGNATURE DATE

PARKING DEPARTMENT

SIGNATURE DATE

Key West Songwriters Festival / Charlie Bauer
5/10/2014

**CITY OF KEY WEST SPECIAL EVENTS
DEPARTMENT APPROVALS**

EVENT (INITIAL SIGNOFF):

Mauro Raturuph
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

Need To have ROW Permit
and a complete MOT Plan

SIGNATURE DATE

POLICE DEPARTMENT

SIGNATURE DATE

FIRE DEPARTMENT

SIGNATURE DATE

KEY WEST DOT

SIGNATURE DATE

CODE COMPLIANCE

SIGNATURE DATE

DOUG BRADSHAW/PORT

SIGNATURE DATE

PARKING DEPARTMENT

SIGNATURE DATE

Key West Songwriters Festival / Charlie Bauer
5/10/2014

**CITY OF KEY WEST SPECIAL EVENTS
DEPARTMENT APPROVALS**

EVENT (INITIAL SIGNOFF):

Mauro Raturup
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

POLICE DEPARTMENT

Steve Torrence 3/6/14
SIGNATURE DATE

** requires extra duty police officers
** requires ABT permit if alcohol is sold
on city street (extension of premise)

FIRE DEPARTMENT

SIGNATURE DATE

KEY WEST DOT

SIGNATURE DATE

CODE COMPLIANCE

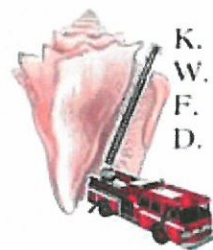
SIGNATURE DATE

DOUG BRADSHAW/PORT

SIGNATURE DATE

PARKING DEPARTMENT

SIGNATURE DATE



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3933

To: Charles Bauer, Key West Songwriters Festival (kwsfw@aol.com)

From: Division Chief/Fire Marshal Danny Blanco

Date: 03/10/2014

Reference: Song Writers Festival

This office reviewed the special event application for the Song Writers Festival to be held on the 200 block of Duval Street on May 10, 2014.

The following conditions apply:

- The 200 Block of Duval Street closure needs to allow one side of the street free of obstruction to allow for emergency vehicle passage.

If I can be of any further assistance please contact me.

Danny Blanco, Fire Marshal

Key West Fire Department
1600 N. Roosevelt Boulevard
Key West, Florida 33040
305-809-3933 Office
305-292-8284 Fax
dblanc@keywestcity.com

Serving the Southernmost City

Songwriters Festival

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

CONDITIONS/RESTRUCTIONS

SIGNATURE

DATE

PUBLIC WORKS

SIGNATURE

DATE

POLICE

SIGNATURE

DATE

FIRE DEPARTMENT

Danny Blanco

03/10/2013

SEE ATTACHED MEMO

SIGNATURE

DATE

PORT/KEY WEST DOT

SIGNATURE

DATE

CODE COMPLIANCE

SIGNATURE

DATE

KEY WEST PROPERTY
MANAGEMENT

SIGNATURE

DATE

PARKING DEPARTMENT

SIGNATURE

DATE

Key West Songwriters Festival / Charlie Bauer
5/10/2014

CITY OF KEY WEST SPECIAL EVENTS
DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

Mano Ratunph
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓
PUBLIC WORKS

SIGNATURE DATE

✓
POLICE DEPARTMENT

SIGNATURE DATE

✓
FIRE DEPARTMENT

SIGNATURE DATE

✓
KEY WEST DOT

SIGNATURE DATE

✓
CODE COMPLIANCE

SIGNATURE DATE

✓
DOUG BRADSHAW/PORT

N/A
SIGNATURE DATE

PARKING DEPARTMENT

SIGNATURE DATE