# CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) 7th ANNUAL Florida KEYS OCEAN FESTIVAL & WATER FRONT CENTISHOW
Address of Applicant(s) PO BOX 291 KEY WEST, FL (JASON WOLF)
Phone Number of Applicant(s) 305-393-6022 Fax: 305-768-0268 Email jwolf@mote.org
Name of Non-Profit (s) MOTE MARINE LABORATORY
Address of Non-Profit(s) 24244 OVERSEAS HWY PO Box 291  SUMMERLAND KEY, FL 33042 KEY WEST, FL 33041  Phone Number of Non-Profit(s) 305-393-6022
Phone Number of Non-Profit(s) 305-393-6022
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving
Date/Dates of Event April 1-2, 2016
Hours of Operation April 1 (12-8) (EVENT SETUP) April 2 (7A-7p)
Estimated/anticipated number of persons per day 8000+
Location of Event 35 EAST QUAY ROAD - TRUMAN WATERFRONT
Street Closed N/A
Detailed description of event 5k RACE, FAMILY FRIENDLY FESTIVAL & CRAFT SHOW
to help EDUPATE the public & RAISE MONEY FOR CORAL REST RESTORATION
Noise exemption required: YesNo
Alcoholic beverages sold/served at event: Yes No
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.
12-10-15
Applicants Signature Date
Financial Statement of the event of the previous year must be submitted with application

#### ORDINANCE NO. 02-29

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 PAYMENTS, ON LATE AND 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 ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET CLOSED; AMENDING SECTION 6-58 TO PROVIDE MAJOR FESTIVAL SPONSORS APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING HANDICAP-ACCESSIBLE 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 provision 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

<sup>\*(</sup>Coding: Added language is <u>underlined</u>; deleted language is <del>struck</del> through.)

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 (1-1/2%) 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.
- 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, Aat 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 person 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 percentage of the revenues of a special event that causes the closing of a city street must be donated to the nonprofit organization and, at the sponsor's option, to additional charities. On the application form issued by the city manager, the nonprofit must state the amount or percentage of revenues it anticipates to receive from the special event. 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 twenty-five percent (25%) of the sponsor's gross revenues or \$1,000.00, 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 manager with a letter of assent.

Section 5. That section 6-58 of the Code of Ordinances is hereby amended as follows:

Sec. 6-58. Major festival.

(a) A major festival is a special event of regional impact. Major festivals are: FancyFantasy 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 with 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

therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

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
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	Read	and	passed	on	second	reading	g at a	regular	meeting	held
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City Attorney's Office



Phone: (305) 292-8110 Fax: (305) 292-8227

#### MEMORANDUM

TO:

Mayor & Members of the City Commission

FROM:

Robert Tischenkel RT

City Attorney

DATE:

October 17, 2002

RE:

Special Events Ordinance

Second Reading

The following are the changes made to the Special Events Ordinance for second reading:

- Section 6-26. The requirement of certified check or credit card applies only to the down payment.
- Section 6-27. The requirement of payment for parking meters has been removed altogether. In its place is a new section concerning food and beverage booths, and a prohibition against their placement in front of or near restaurants and bars.
- Section 6-56. The contact person's telephone number is now required.
- Section 6-57. Each nonprofit organization named by a sponsor in the application must provide a letter of assent to the City Manager.
- The effective date of the ordinance is January 1, 2003.

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

- All Applicant(s) must fill out a City of Key West (City) application form provided to you by the Office of the City Manager.
- 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
- 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
- 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
- 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 Citý 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

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

- 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
- Special Events organizers must submit a adequate recycle plan for the size of the 17. 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
- 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.

# Complete Checklist for Event Recycling City of Key West

0	Identify contact person at the festival responsible for working with recycling.  Name of person:Phone number:
0	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:
0	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:
0	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:
0	Capacity of containers on grounds:
	Capacity of containers on grounds:  Contact person for containers:  Phone #:
0	Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers.
0	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.
0	Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.  Arrangements made:
0	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:
0	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.
0	Oversee the delivery of containers and placement of signs.
5	Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

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	containers must be adjacent to trash barrels in order to reduce contamination problems.
0	Monitor recycling containers for correct usage during the event and take actions to solve problems.  Problems:  Actions taken:
0	View trash barrels and note any recyclables in the trash. Take actions to solve problems.  Problems:
	Actions taken:
0	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:
0	Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.
0	At the end of the event, remove signs and arrange for their return to owners.
0	Place recycling containers in the pick-up location, as arranged with the providers of the containers.
0	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:
0	Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.
0	Share the results with event organizers.
0	Security deposit of \$1000.00 must be submitted prior to the event.
0	Security deposit returned:

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

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#### THE CITY OF KEY WEST

Post Office Box 1409 Ke, 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.

# Mote Marine Laboratory 7<sup>th</sup> Annual Florida Keys Ocean Festival Recycling Plan

Friday-Saturday April 1-2, 2016 8am - 7pm

#### Location:

Nancy Foster Florida Keys Eco-Discovery Center 35 East Quay Rd. Key West, FL 33040

#### Recycling coordinators:

Roberta DePiero – Event Planner Jason Wolf – Event Coordinator Trevor DeVooght – Volunteer Coordinator

#### Recycling Plan:

- Review event policies, timeline, and location of trash/recycle facilities with event volunteer staff and event workers.
- Waste Management has been contracted to supply recycling and waste containers for the entire
  event and these containers will be placed in more than 25 locations on the grounds of the event.
- We have 4 teams of volunteers that are in charge of checking on trash, recycling, and the grounds during the event on a rotation basis and by sight.
- Recycling and waste containers will be placed at each food, drink, area with 2 recycling containers being places near any venue where any type of drinks or recyclables are being sold or served.
- In addition to the recycling containers provide for the event by Waste Management, the NOAA & eco Discovery facility is providing additional trash, recycling, and containment facilities for waste and recyclable materials.
- Waste Management is scheduled to pick up all waste and recycled materials following the event.

Thank You!



December 10, 2015

City of Key West 3132 Flagler Ave. Key West, FL 33040

RE: Mote's 7<sup>th</sup> Annual Florida Keys Ocean Festival

Dear Mr. Mayor and City Commissioners,

Thank you for taking the time to review this year's application for the Mote's 7<sup>th</sup> Annual Florida Keys Ocean Festival and Waterfront Craft Show on April 2nd, 2016.

This letter will serve as official notice that 100% of the proceeds from this event will go to coral reef restoration, research, and educations programs at Mote Marine Laboratory. Mote is a 501c3 non-profit organization Federal ID# 59-0756643.

We appreciate your support for this fantastic marine conservation event and hope that you will join us at the festival this year!

Best Regards,

Jason Wolf

Mote Marine Laboratory Protect Our Reefs Program



# 2015 Florida Keys Ocean Festival Income Statement

#### Rounded to nearest dollar

#### **INCOME SUMMARY**

	Actu	ıal	В	udget
Mote Booth Donations	\$	825.00	\$	700.00
Coca Cola Trailer sales	\$	1,945.00	\$	1,400.00
Woodyboard Paddleboard Raffle	\$	5,800.00	\$	10,000.00
Retail Sales t-shirts, hats, etc	\$	2,600.00	\$	2,000.00
Bar 10% Donation	\$	500.00	\$	500.00
Silent Auction Sales	\$	13,981.00	\$	13,000.00
Silent Auction donation	\$	500.00		n/a
Sponsors Cash Donations - Hard Dollars	\$	19,350.00	\$	15,000.00
Vendor Fees Paid- Art & products	\$	5,600.00	\$	4,500.00
Vendors Fees Paid- Food	\$	675.00	\$	500.00
Mobile Mountain Amusement 15% Comm			\$	500.00
Centennial Burger/Hot Dog Donation	\$	1,462.00	\$	1,500.00
5K Race Race for the Reef Income	\$	10,150.00	\$	9,500.00
Wyland Paintings Auction	\$	9,750.00	\$	10,000.00
Ice cream truck fee paid	\$	200.00	\$	200.00
TDC Grant	\$	10,000.00	\$	10,000.00
Total Income:	\$	83,338.00	\$	79,300.00
Variance	\$	4,038.00		

## **Expenses:**

Race T-shirts

Printing costs		Ac	tual	Budget	
Programs		\$	-	\$	800.00
Tuna trot printing		\$	550.00	\$	500.00
Silent auction letters printing		\$	175.00	\$	200.00
Silent auction mailing		\$	210.00	\$	200.00
Kids passports/treasure printed		\$	465.00	\$	500.00
School Flyers/posters		\$	675.00	\$	675.00
Ad Banners		\$	785.00	\$	750.00
Event T-shirts		\$	1,160.00	\$	1,200.00
		\$	4,020.00	\$	4,825.00
	variance	\$	805.00		
5k Race					

\$ 2,700.00 \$

2,600.00

Race fee		\$ 500.00	\$	500.00
Race advertising		\$	- 2	800.00
		\$		3,900.00
	variance	\$		•
Event Costs				
Coordinator		\$ 4,500.00	\$	4,500.00
Main Stage & Sound		\$ 1,350.00	\$	1,350.00
Howard Livingston		\$ 1,850.00	\$	1,600.00
Amusements		\$ 500.00	\$	1,500.00
spray paint & event supplies		\$ 220.00	\$	250.00
Police 6 hrs		\$ 640.00	\$	300.00
Waste Management Garbage		\$ 1,000.00	\$	800.00
Four Star Rental Tents and Tables		\$ 3,862.00	\$	3,500.00
		\$ 13,922.00	\$	13,800.00
	variance	\$ 122.00		
Advertising				
Conch Color		\$ 200.00	\$	200.00
Clear Channel		\$ 1,000.00	\$	685.00
Island 107		\$ 250.00	\$	250.00
US 1 Radio/Conch Country		\$ 350.00	\$	350.00
Miami New Times		\$ 1,700.00	\$	1,500.00
Citizen		\$ 780.00	\$	850.00
Keys Weekley		\$ 1,070.00	\$	950.00
Travel Host		\$ 585.00	\$	585.00
Konk Life		\$ 250.00	\$	250.00
Sarasota Magazine		\$ 1,900.00	\$	1,900.00
Designworks Advertising & Graphics		\$ 2,340.00	\$	2,500.00
Floridakeys.com		\$ 2,000.00	\$	1,500.00
Miami Herald		\$ 2,240.00	\$	2,500.00
Coastal Angler Magazine		\$ 800.00	\$	1,200.00
Key TV		\$ 1,200.00	\$	1,400.00
Comcast Local		\$ 640.00	\$	900.00
Comcast Mainland		\$ 1,040.00	\$	600.00
		\$ 18,345.00	\$	18,120.00
	variance	\$ 225.00		
Misc Expenses				
Wyland Mural Supplies		\$ 667.00	\$	650.00
Fishing Class Lodging		\$ 640.00	\$	250.00
City event fee		\$ 500.00	\$	500.00
Fishing Barge Safety supplies		\$ 430.00	\$	500.00
		\$ 2,237.00	\$	1,900.00
	variance	\$ 337.00		

Expenses total:	Total variance	\$ <b>42,624.00</b> \$3,959.00	\$ 46,583.00
Income Expenses		\$83,338 <u>-\$42,624</u>	
TOTAL EVENT NET INCOME		\$40,714	
Additional Soft Income In Kind Donations			
Anglers for Conservatine Fishing Equip	80 Rods n Reels		\$ 2,400.00
Mote Magazine & Eblasts	500,000 impress.		\$ 2,200.00
Okuma Tackle	30 Rods n Reels		\$ 950.00
MJ Webster	Kids prizes		\$ 1,000.00
KW Harbor Services	Fishing Barge		\$ 4,000.00
First State Bank Tents & ATM	Services		\$ 1,800.00
Smokin Tuna Saloon	3 Bands		\$ 900.00

13,250.00

#### ATTACHMENT A

# LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY

LICENSE NUMBER

THIS LICENSE TO USE CITY OF KEY WEST PROPERTY HEREIN DESCRIBED IS ISSUED BY THE CITY OF KEY WEST TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW, AND ON ATTACHMENTS B, AND C. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS, AND GENERAL PROVISIONS.

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1.1	PROPERTY LOCAT	TION		L					
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-	3. DESCRIPTION OF PROPERTY (INCLUDE ROOM AND BUILDING N				M: MARCH 3	1,201/00 APRIL 3 PD, 2016			
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_		EFRONT PROPER	TY						
4. Pt	RPOSE OF LICEN								
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-	OF KEY WES	T  3	3041-6434, (305	IAW, PORT 1 5) 809-3792	PROJECT MANA	GER, P.O. BOX 6434, KEY WEST, FL			
Λ1			6a. LIC	ENSEE REPRES	ENTATIVE (NAME/A	DDRESS/PHONE) 305-393-6022			
INDI	E MARIN	IE LAB	The same of the sa		JOLE 222	3.3.6022			
		7. REFUND	ABLE DEPOSIT PO	R INC OF PRO		TOWNS REPARED, FL 33			
		(IF NO CASH F	AYMENT IS REQU	TRED, ENTER	NONE UNDER ITEM	ADVANCE)			
a AMO	UNT	PAYMENTS DUE	c. FIRST	DUE DATE	d TO (MAILING				
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1)			8. ADDITIONAL C	HAD GET FOR (		10 DOX 0-54, Key West, FL 33041-6434			
- 416017	NT (EACH	(IF NO CASH PA	YMENT IS REQUI	RED. ENTER "N	ONE" UNDER ITEM	• • • • • • • • • • • • • • • • • • • •			
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	(T) () D) (-)	9.	INSURANCE REQU	JIRED AT EXPE					
	TYPE	L INSURANCE REQU	TREMENTS HAVE	BEEN WAIVED	ENTER "NONE" IN	a, b, c, OR d AS APPROPRIATE)			
a FIRE AND	EXTENDED	NOED MINIMUM AMOU		TYPE		MINIMUM AMOUNT			
b. THIRD PA		SEE ITE	EM #10	c. THIRD I	PARTY PERSONAL Y PER PERSON	SEE ITEM#10			
PROPERTY				d THIRD P	ARTY PERSONAL				
10. GENERA	L CONDITIONS (SE	E ATTACHED)			PER ACCIDENT	SEE ITEM #10			
VEHICLES C	CERTY (A.) COMPRE	EHENSIVE AUTOMOE FOR DIJURIES TO M	BILE INSURANCE A	AND VEHICLE I	LABILITY INSURAN	HCE FOR OWNED AND NON-OWNED DPERTY OF OTHERS ARISING FROM USE			
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				and the same of th		TOK THEK SUBJECT TO			
FOR				ION OF LICENS	E				
		NAME AND TITLE	BY			DATE			
TTY OF KEY WEST	MR. ЛМ S	SCHOLL, CITY M	ANAGER		SIGNATURE	DAIE			
LICENSEE			LIAUEK						

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE.

#### ATTACHMENT B: GENERAL CONDITIONS

- The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- C. The use shall be limited to the purposes specified herein. Licensor does not warrant or represent that the property is safe or suitable for the purpose for which Licensee intends to use it, and Licensee assumes all risks in its use.
- d. This License shall be neither assignable nor transferable by the Licensee.
- C. If utilities and services are furnished to the Licensee during License period, the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.
- f. The Licensee, at its own cost and expense shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determine by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share on demand.
- g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surreader of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License.
- h. The Licensee shall be liable for any loss of or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor.

  The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily powered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the promises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required for the Licensec on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to City of Key West property shall name the Licensee and the City of Key West, as the insured and shall contain a loss payable clause reading substantially as follows: "Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the City of Key West and the proceeds shall be psyable to the City of Key West" In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Liceusor and, to the extent of its liability as provided in this paragraph, shall, upon destand, either compensate the City of Key West for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor and such excess of cost shall be reimbursed to the Licenson by the Licenson. In the event the Licensee shall have effected any repair, rebuilding or replacement,

Initials of Applicant

Which the Licensee is required to effect pursuant to this paragraph, the
Licensor shall direct payment to the Licensee of so much of the proceeds
of any insurance carried by the Licensee and made available to the City
of Key West on account of loss of or damage to any item or part of the
premises or facilities as may be necessary to enable the Licensee to
effect such repair, rebuilding or replacement. In event the Licensee shall
not have been required to effect such repair, rebuilding, or replacement,
and the insurance proceeds allocable to the loss or damage which has
created the need for such repair, rebuilding or replacement have been
paid to the Licensee, the Licensee shall promptly refund to the Licensor
the amount of such proceeds.

- i. The Licensee shall indemnify and save harmless the City of Key West, its officers, agents, servants and employees from all liability or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the inturance specified in Item 9. Each policy of insurance required in Item 9 covering boddly injuries and third party property damage shall contain an endorsement reading substantially as follows: "The insurer waives any right of subrogation against the City of Key West which might arise by reason of any payment made under this policy." This indemnity shall survive the expiration of this License.
- j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensors local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.
- K. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the City of Key West the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.
- In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin, sex, disability, ancestry, sexual orientation, gender identity or expression, marital status, parental status or source of income. The aforesaid provision shall include, but not be limited to, the following employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Licensee agrees to post hereafter learning of the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except Subcontracts for standard commercial supplies of raw materials.
- M. All activities authorized bereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.
- II. The laws of the State of Florida shall govern the validity of this license agreement, interpretation, performence, and any other claims related to it. The venue for any and all claims or legal actions will be Monroe County, Florida.

# ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

- 1. The City identifies a single Point of Contact, Mr. Doug Bradshaw, Port Project Manager of Key West, phone (305) 809-3792 or Cell (305) 797-8361, who will provide license provision oversight and enforcement for the full term of the license.
- 2. Prior to use of the premises Licensee must provide a \$\frac{1}{2}\$ refundable deposit and a \$\frac{1}{2}\$ nonrefundable payment for use of the property. This payment shall be delivered to the Port office at P.O Box 6434, Key West, FL 33041-6434. All checks shall be made payable to Licensor. Utilities used by Licensee will be charged at current rates. Any additional costs that will be incurred by the City (security, fire protection, public works, Navy, etc.) must be paid to the City to those departments. Assignment of damage cost or noncompliance penalties will be at the discretion of the City of Key West. Additional charges may be made after the activity if required.
- All utility use must be coordinated through Doug Bradshaw. Any modification to utilities to support the activity will be at the sole cost of the Licensee.
- 4. Licensee is responsible for obtaining necessary permits required by any other agencies pertaining to this event such as Federal, State, Local, Coast Guard, Navy, Marine Sanctuary, etc. and is responsible of providing proof of permit prior to entering into an agreement with the City of Key West.
- Licensee must provide the City with a detailed schedule for activities.
- The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. without prior approval by Licensor.
- No generators associated with the event shall operate after 6 p.m. and before 8 a.m.
- The leased site must be maintained in an orderly and neat condition. Licensor may request Licensee to improve conditions of site within reason if conditions become unacceptable.
- The Licensee shall notify the Truman Annex Master Property Owner's Association (TAMPOA) at least 30-days prior to the activity.
- 10. Ingress/egress by the licensee shall be coordinated with the Licensor.
- 11. The Licensee must provide or ensure 24-hour security for the licensed area either thru security guard or by fencing with locking gates.
- 12. City of Key West personnel shall be allowed access to the site at all times.
- Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.

# Initials of Applicant



- Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
- Entrance to City of Key West buildings is not authorized.
- 16. No alcoholic beverages/non-prescription drugs or food may be brought onto or sold on Licensor's property without prior approval from the City Commission.
- Licensee must provide own portable toilets.
- No trash may be left on site. Use of City of Key West dumpsters is not authorized unless prior approval is obtained.
- Any use of NOAA's property or seawall must be coordinated with NOAA.
- Use of the inner basin to anchor boats is not authorized.
- No hazardous material or waste shall be used or stored on the premises without submitting a Hazardous Waste Handling and Spill Plan to the City of Key West.
- 22. Licensee is responsible for any and all environmental cleanup, restoration, fees, fines, etc. associated with the activity and shall put in place any and all measures to eliminate environmental contamination to the property that may be caused by the activity.
- An environmental plan shall be submitted to the City detailing how Licensee will handle environmental waste such as lead based paint.
- Licensee must take part in pre- and post-activity walk-through inspections with the Licensor's point of contact, or designee.
- 25. Licensee shall provide the Licensor's Point of Contact copies of all applicable deposits, insurance polices in force at the time of the license, and payments to City of Key West associated with this license.
- 26. All trash (including waste oil) and equipment including portable toilets and trailers shall be removed from the property no later than close out of business of the last day of this license. Licensee should plan accordingly. Licensor's may impose additional fees for use of property beyond license dates.
- Licensee may be required to suspend activity as directed by City Staff during special events that occur at the Truman Waterfront.
- 28. In rare cases the Licensee at their sole expense may be required to move the activity to another location at the Truman Waterfront or off of the Truman Waterfront property if development of the Truman Waterfront and the activity are in conflict. Every effort will be made to avoid this occurrence.

ALL EVENTS REQUIRING ACCESS
TO UTILIZE THE TRUMAN
WATERFRONT PROPERTY MUST HAVE A
SIGNED LICENSE FOR USE OF THE
PROPERTY PRIOR TO THE SPECIAL EVENT
RESOLUTION GOING TO CITY
COMMISSION

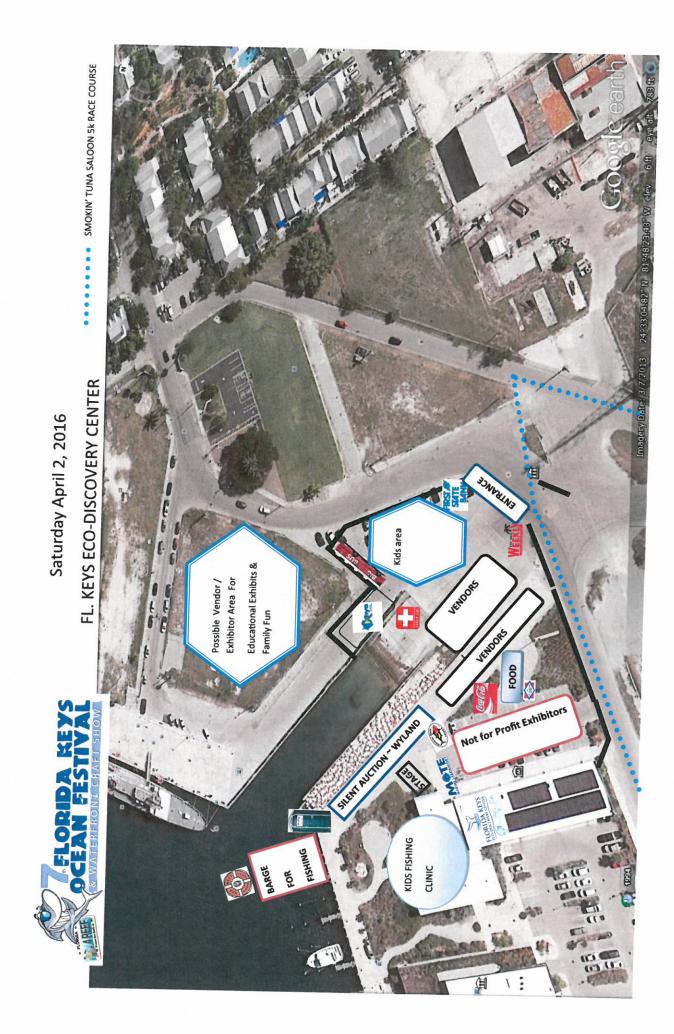
PLEASE CONTACT DOUG BRADSHAW AT 305-809-3792 TO SCHEDULE THE EVENT AND OBTAIN A LICENSE

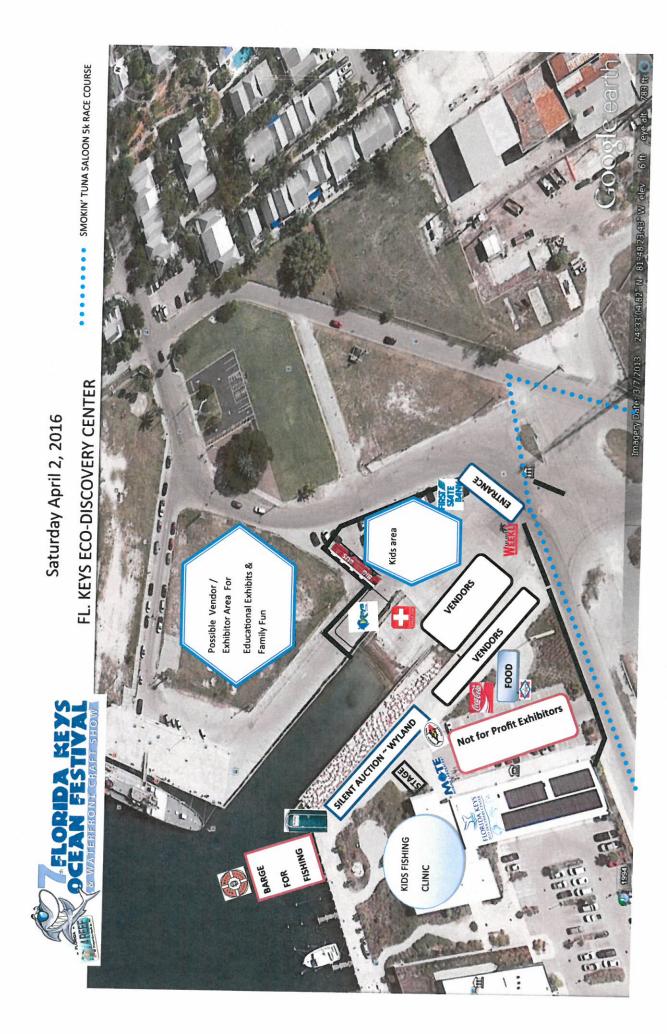


### KEY WEST FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

# 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.) (4 STAR RENTALS)  Flame Resistance Certificate  Size, Type, Location of Tent(s)
Food Booths
Food Booths - Total #
Vendor Booths – Total #
Total Number of Booths -
Parade
☐ Floats — Total #







# Parking Requests for Special Events

1 arking Requests for Special Events
Please describe any Special Event Parking requests below:
Mallory Square Rates: \$4.00 per hour or \$32.00 per day per space
Key West Bight Rates: \$2.00 per hour or \$16.25 per day per space
On-Street Meter Rates: \$1.50 per hour or \$20.00 per day per space.
Vendors and Event Organizers must pay for metered parking used outside of Event Zone.
Modification of rates or parking waivers can only be approved by City Commission.
If you have any questions, please contact John Wilkins, Parking Manager at (305) 809-3855 or email jwilkins@keywestcity.com

(305) 809-3855 jwilkins@keywestcity.com

#### ACORD.

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2015

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

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

	r saon endorsement(s).			
PRODUCER		CONTACT NAME:		
BB&T Insurance Service	s, Inc.	PHONE (A/C, No, Ext): 941 748-1431	FAX o	662420807
1111 8th Avenue W		E-MAIL ADDRESS:	(A/C, No): 0	002420007
P.O. Box 9029 (34206)		ADDRESS:		
Bradenton, FL 34205		INSURER(S) AFFORDING	NAIC#	
		INSURER A: Markel Insurance Compa	38970	
Mote Marine La	phoraton, Inc	INSURER B: FCCI Commercial Insura	33472	
1600 Ken Thon	successive and a court of the first section in	INSURER C : Starr Indemnity & Liability Com		38318
Sarasota, FL 3	,	INSURER D : Indian Harbor Insurance	Company	36940
ourusotu, i E s	7230	INSURER E :		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER:	REVISIO	N NUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

E	INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSE	TYPE OF INSURANCE	ADD	LSUBF			POLICY EXP (MM/DD/YYYY)	ЦМП	rs
A	COMMERCIAL GENERAL LIABILITY			8502SS3336235	01/01/2015	01/01/2010	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<u> </u>						MED EXP (Any one person)	\$500
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY JECT LOC						PRODUCTS - COMP/OP AGG	\$1,000,000
-	OTHER: AUTOMOBILE LIABILITY	-	-				001/5/150 01/01 5 1 1/05	\$
A				1002SS3363015	03/01/2015	03/01/2016	(Ea accident)	\$1,000,000
ı	ANY AUTO ALL OWNED SCHEDULED						BODILY INJURY (Per person)	\$
	AUTOS AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X AUTOS						PROPERTY DAMAGE (Per accident)	\$
-		_	$\square$					\$
Α	X UMBRELLA LIAB X OCCUR			4602SS3336255	01/01/2015	01/01/2016	EACH OCCURRENCE	\$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$2,000,000
	DED X RETENTION \$10,000 WORKERS COMPENSATION							\$
В	AND EMPLOYERS' LIABILITY			001WC15A71732	01/01/2015	01/01/2016	X PER STATUTE ER	
	OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
_	DÉSCRIPTION OF OPERATIONS below							\$1,000,000
	Hull P&I						\$1,000,000/Ded \$1,0	
D	Professional			PEC000237215	04/16/2015	04/16/2016	\$1,000,000 each clai	m
	Liability						\$1,000,000 aggregat	е
DESC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

Re: Florida Keys Ocean Festival. City of Key West is named as Additional Insured regarding General Liability coverage when required by contract.

	AUTHORIZED REPRESENTATIVE
City of Key West 3132 Flagler Avenue Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CERTIFICATE HOLDER	CANCELLATION

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Event Name: 7th Annual Florida Keys Ocean FESTIVAL & WATERFRONT COAFT Show

# Special Event Checklist

# Everything must be checked off before submitting the special event application

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

# ACT WEST FURNIT

# CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

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	APPROVALS
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ENGINEERING	

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

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# CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

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