CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s)	KEYS PERJORMING & VISUAL ARTS
Address of Applicant(s) Phone Number of Applicant(s) and	BKW Email: Coconut Woman & 334-2143
Name of Non-Profit(s) FLORIDA KE	YS PERFORMING & VISUALARTS
Address of Non-Profit(s) 331 due	B, Key West 71 33040
Phone Number of Non-Profit(s) 305	334-2143
Amount or Percentage of Revenue Non-Profit	(s) anticipates receiving 100%
Date(s) of Event Detoher 20-22,	2017 & October 19-21 2018
Hours of Operation Noon to	didnight
Estimated/anticipated number of persons per day	10,000.
Location of Event Petronia Sa	treet from Duval to Fort Street
Street Closed	1
Detailed Description of Event: Celebrat	on of Caubbean Culture in The
form of booths Culture food	1, wares & Autifacts
List of Businesses that will participate in Alcoho	Exemption:
Noise exemption required: Yes	No
Alcoholic beverages sold/served at event:	Yes No
Recycle Deposit \$1000.00	Yes No
Cooking oil recycled	Yes No
Recycled containers	Yes No

The applicant does ac knowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permitee agrees to assume full responsibility and liability for and indemnify, 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 negligençe, actual or claimed, upon the part of the City, their agents or employees.

3-30-17 Date

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

\$50.00

Date 03-30-17

Applicant Name FLORIDA KEYS PERFORMING & VISUAL ARTS INC
Applicant Address 331 AUEB, KEY WEST, FLORIDA 33040
Applicant Phone Number 305 834 - 2 (43
Event Name GOOMBAY FESTIVAL
Event Address/Location Petronia Street from Duval to Emma GJost to Fie
Date of Event Detober 20-22 2017, October 19 \$ 20 2018
Nature of Event Booth vending wares, food autifalls good from
some the world & Performances of the many islands of the
Profit Non Profit
Time(s) Request for Exemption Woon to Widnight
Number of Exemptions at this location this calendar year
Date of last exemption Date: 4/26/2017 5:48:26 PM Receipt Number: 26933 Amount: \$50.00
FOR DEPOSIT ONLY ACCOUNT 0100903096 REGARDAC BEADER 226720132-5:49:26 PM Fee Code Version: SPECIAL EVENTS PAYMENTS - SS Originator Receipt Number: O Originator Payment Date:
Payment Type: ALL CASH RECEIPTS Transaction Amount: \$50.00 Additional Comments: KW PERFORMING VISUAL. ARTS GOOMBAY CK #91

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 MINIMM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED; AMENDING SECTION 6-58 TO PROVIDE THAT MAJOR FESTIVAL SPONSORS APPLLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING TO HANDICAP-ACCISSIBLE 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 herby 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 manger 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 of 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 <u>underlined</u>; deleted language is struck through.)

Section 2. That section 6-27 is herby 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 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: 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 of 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.

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. The Permittee will be required to maintain the following types and amounts of insurance during the Special Event. All insurance coverages must be provided by insurance companies authorized to transact business within the State of Florida and must maintain an A.M. Best rating of A- or better.

Commercial General Liability with minimum limits of \$1,000,000
Business Automobile Liability with minimum limits of \$1,000,000
Statutory Worker's Compensation Coverage
Employers Liability with minimum limits of \$1,000,000 injury by Accident,
\$1,000,000 injury by Disease
Policy Limits and \$1,000,000 injury by Disease – Each Employee

If alcoholic beverages will be sold at the event or if the event's attendees will be required to pay an admittance fee and alcoholic beverages will be served, the Permittee will be required to maintain Full liquor liability coverage with minimum limits to \$1,000,000. Host Liquor Liability coverage will not be acceptable. If the Permittee will use the services of a caterer and the caterer will be providing and servicing the alcoholic beverages, the City will honor evidence from the caterer that

The City of Key West shall be named as an "Additional Insured" on the Permittees' Commercial General Lability policy.

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

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 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 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 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 \$50.00. All applications are subject to approval at the discretion of the City Manager and/or City Commission. Sponsor's Signature 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 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

The first \$1000.00. for the special event. 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

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- 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

 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

- 17. Special Events organizers must submit an 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 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: Yul Knighten Phone number: 305 304-0778
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: Contact person for containers: Vul Koighten Phone #: 305 304-0778
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: will be 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: \(\omega
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.
0	Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

	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



THE CITY OF KEY WEST

Post Office Boy 1409 Ke; West, Ft. 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.

Maria Ratcliff

From:

Veronica Stafford <coconutwomanfl@gmail.com>

Sent:

Friday, May 19, 2017 2:24 PM

To:

Maria Ratcliff

Subject:

Recycling Plan FLPAVA

FLORIDA KEYS PERFORMING & VISUAL ARTS INC.

331 AVE B KEY WEST FLORIDA

The Florida Keys and Key West Performing Arts Inc will take on the responsibility of recycling for the event. We will hire people from the community who have been doing the job of cleaning and recycling for Goombay in the years when we were involved in the organising of the event. The leader for the recycling and cleaning up program is Yul Knighten and he will meet with the leadership of Waste Management Inc and they will prepare the venue and along all of Petronia Street and the entrance from Duval Street for recycling all the material that's used.

We expect the use of many cardboard boxes, glass bottles (which will be discouraged) but whatever little that's used plastics that will be used and could possibly be recycled will go into the bins that's gathered from Waste Management

Because the Florida Keys Key West Performing Arts has available members who can prepare a documentary for recycling this will be done and sent to All Booth vendors and participants in the festival before the actual days of the event.

We will also prepare a one page document that will go with every Booth application on recycling and the use of the trash containers and recycling containers. We're grateful for the opportunity to serve Thank you.



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION

Florida Keys Performing & Visual Arts, Inc.
Goombay 2017

Petronia Street from Duval To Thomas &
Multi use Fields
October 20 & 21, 2017

I Veronica Stafford being authorized to act on behalf of and legally bind Florida Keys Performing and Visual Arts, Inc. 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.

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gnature of Applicant

VEROMICA STAFFORD

Print Name

05-15-17

Detail by Entity Name

Florida Not For Profit Corporation

FLORIDA KEYS PERFORMING AND VISUAL ARTS INC

Filing Information

Document Number N17000001578

FEI/EIN Number

NONE

Date Filed

02/13/2017

State

FL

Status

ACTIVE

Principal Address

331 AVE B

KEY WEST, FL 33040 UN

Mailing Address

331 AVE B

KEY WEST, FL 33040 UN

Registered Agent Name & Address

STAFFORD, VERONICA

331 AVE B

KEY WEST, FL 33040

Officer/Director Detail

Name & Address

Title PRES

STAFFORD, VERONICA

331 AVE B

KEY WEST, FL 33040 UN

Title SEC

SWEETING - SOMERSALL, MARCIA

976 SANGRIA CIRCLE

RUTLEDGE, FL 32839

Title TREA

JOHNSON, TATIANA

FLAGLER AVE

KEY WEST, FL 33040 UN

Annual Reports

No Annual Reports Filed

Document Images

02/13/2017 -- Domestic Non-Profit

View image in PDF formal

FLORIDA KEYS PERFORMING AND VISUAL ARTS, INC.

GOOMBAY FESTIVAL 2017 PETITION

AS A RESIDENT/BUSINESS OWNER/MANAGER, WITHIN BAHAMA VILLAGE, I SUPPORT THE GOOMBAY FESTIVAL 2017:

GOOMBAY FESTIVAL 2017:		
MANE:	ADDRESS/LOCATION: TELI 720 Whitehad 6 = 30	5 304 0778, ogmail.com
E/OX, JEAN CARLYN Tyler McNass Tyler Buckheim Angie Gilligan Hisa Mesa	307 NOUSI ER 803 whitehead 305-5	7B T Pul / 305916 12-55 ronia Island Store@gmail 305-446-3710 106 Werdmen 3101 17-6840 W Hutman 1 5 526- 8269
Joseph Gouspiles Stephen Hammes Anna koberntuk Casey Crockett Dona Tryllo Dosy Eugene Petrov Leven Conc	2013 FogArty Ave	305-942-6414 Island - Resort Remmy 305. 294. 6127 (305) 407-4580 Key West Sunshine olub 305) 509. 7065 Wander WSt KW 305 297-8280 305 304 2266 307 293-0208 407-285-8369

FLORIDA KEYS PERFORMING AND VISUAL ARTS, INC.

GOOMBAY FESTIVAL 2017 PETITION

AS A RESIDENT/BUSINESS OWNER/MANAGER, WITHIN BAHAMA VILLAGE, I SUPPORT THE GOOMBAY FESTIVAL 2017:

NAME:

ADDRESS/LOCATION:

TELEPHONE #/EMAIL ADD:

305-975-9422

185 Petrania

800 1 HOMAS

320 Angela SA

316, 294-8680

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

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.

1. PROPERTY LOCATION KEY WEST, FLORIDA 2. DATES COVERED KEY WEST, FLORIDA FROM: TO: 3. DESCRIPTION OF PROPERTY (INCLUDE ROOM AND BUILDING NUMBERS WHERE APPROPRIATE) TRUMAN WATERFRONT PROPERTY '. MATHEW GILLERAM FIELD 4. PURPOSE OF LICENSE
REY WEST, FLORIDA 3. DESCRIPTION OF PROPERTY (INCLUDE ROOM AND BUILDING MUMBERS WHERE APPROPRIATE) TRUMAN WATERFRONT PROPERTY (MATHEW GILLER AN FIELD) 4. PURPOSE OF LICENSE
3. DESCRIPTION OF PROPERTY (INCLUDE ROOM AND BUILDING NUMBERS WHERE APPROPRIATE) TRUMAN WATERFRONT PROPERTY . MATHEW GILLERAM FIELD 4. PURPOSE OF LICENSE - TO STAGE THE GOOM BAY FESTIVAL 5. LICENSOR SA CITY REPRESENTATIVE (ITILE AND ADDRESS) DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, F 33041-6434, (305) 803-3792 G. LICENSEE (NAME AND ADDRESS) - TLORIDA KEYS PER GORM - ZING & VISU AL ARTS THE KEY WEST, F 7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE) (IP NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 76 "AMDUNT" D. FREQUENCY PAYMENTS DUE C FIRST DUE DATE 4. TO (MAILING ADDRESS)
TRUMAN WATERPRONT PROPERTY . MATHEW GILLERAM FIELD 4. PURPOSE OF LICENSE - TO STAGE THE GOOMBAY FESTIVAL 5. LICENSOR CITY OF KEY WEST DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, F 33041-6434, (305) 803-3792 6. LICENSEE PLANE AND ADDRESS TLORIDA KEYS PER JORM TING & VISUAL ARTS INC 7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE) (IP NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 75 "AMOUNT" D. PREQUENCY PAYMENTS DUE C. FIRST DUE DATE 4 TO (MAILING ADDRESS)
4. PURPOSE OF LICENSE - TO STAGE THE GOOMBAY FESTIVAL 5. LICENSOR CITY OF KEY WEST 6. LICENSEE PLANE AND ADDRESS! CITY OF KEY WEST DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, F. 33041-6434, (305) 809-3792 6. LICENSEE PLANE AND ADDRESS! FLORIDA KEYS PER GORM TING & VISUAL ARTS INC 7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE) (IP NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 75 "AMOUNT" D. FREQUENCY PAYMENTS DUE C. FIRST DUE DATE 4. TO (MAILING ADDRESS)
5. LICENSOR 5a. CITY REPRESENTATIVE (TITLE AND ADDRESS) DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, F 33041-6434, (305) 809-3792 6. LICENSEE NAME AND ADDRESS! TLORIDA KEYS PER GORM LIMY & VISUAL ARTS INC 7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE) (IP NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 7a "AMOUNT" D. FREQUENCY PAYMENTS DUE C. FIRST DUE DATE 4. TO (MAILING ADDRESS)
Sa. CITY REPRESENTATIVE (TITLE AND ADDRESS) DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, F. 33041-6434, (305) 809-3792 6. LICENSEE (MAME AND ADDRESS) TLOCIDA KEYS PER GORM LING & VISUAL ARTS INC 7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE) (IP NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 78 "AMOUNT" D. FREQUENCY PAYMENTS DUE CFIRST DUE DATE 4. TO (MAILING ADDRESS)
Sa. CITY REPRESENTATIVE (TITLE AND ADDRESS) DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, F. 33041-6434, (305) 809-3792 6. LICENSEE (MAME AND ADDRESS) TLOCIDA KEYS PER GORM LING & VISUAL ARTS INC 7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE) (IP NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 78 "AMOUNT" D. FREQUENCY PAYMENTS DUE CFIRST DUE DATE 4. TO (MAILING ADDRESS)
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7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE) (IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 76 "AMOUNT" 5. PREQUENCY PAYMENTS DUE c. FIRST DUE DATE d. TO (MAILING ADDRESS)
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PAYMENTS DUE C. FIRST DUE DATE 4 TO (MAILING ADDRESS)
PAYMENTS DUE C. FIRST DUE DATE 4 TO (MAILING ADDRESS)
One time payment Submitted with License Port office at P.O Box 6434, Key West, FL 33041-6
8. ADDITIONAL CHARGES FOR USE OF PROPERTY
(IF NO CASH PAYMENT IS REQUIRED, ENTER "NONR" IDVINED ITEM IN "ANGUINE
PAYMENT) D. FREQUENCY PAYMENTS DUE DATE 4 TO (MAILING ADDRESS)
Port office at P.O Box 6434, Key West, FL 33041-64
9. Insurance required at expense of license
(IF ANY OR ALL INSURANCE REQUIREMENTS HAVE BEEN WAIVED, ENTER "NONE" IN a 5, C OR 4 AS APPROPRIATED
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B. THERD PARTY PERSONAL.
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Licroses shall carry (A.) COMPREHENRIVE AUTOMOBILE INSURANCE AND VEHICLE LIABILITY INSURANCE FOR OWNED AND NON-OWNED VEHICLES COVERING CLAIMS FOR INJURIES TO MEMBERS OF THE PUBLIC AND/OR DAMAGES TO PROPERTY OF OTHERS ARISING FROM US OF MOTOR VEHICLES INCLUDING ONSITE AND OFFSITE OPERATION WITH LIGHTS OF ONE WILLIAM FOR PROPERTY OF OTHERS ARISING FROM US
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FOR BY
NAME AND TITLE DATE
JIA OŁ KŚA
WEST MR. JIM SCHOLL, CITY MANAGER
WEST MR JIM SCHOLL, CITY MANAGER LICENSEE

ATTACHMENT B: GENERAL CONDITIONS

- E. 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 Licenses 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 Licenses during License period, the Licenses 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 leep in good order, the premises or facilities licensed hereby. At the discretion of the Licenser this obligation shall include, but not be limited to, contribution toward the expense of long-turn maintanance 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 promising the total expense of the titem of long-turn maintanance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be provided further if the item of long-turn maintanance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licenser that the necessity exists for an expenditure of funds for maintanance, protection, preservation or repair, the Licensee shall pay to the Licenser 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 Licenser. Upon revocation or summeder of this Licenses, to the totest directed by the Licenses, the Licenses shall remove all alterations, additions, betterments and improvements made, or installed, and restors the premises or facilities to the same, or en 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 rando of its use and shall make such restoration or repair, or monetury compensation as may be directed by the Licenser. The Licensee shall not be hable for loss of, or change to, the premises arising from causes beyond the control of the Licenses and accessoned by a risk not in fact covered by insurance and not contemarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licenses of liability with respect to any loss or damage to the premises, not fully commensated for by manance, which results from willful mizonders, lack of good faith, or failure to correise due diligence, on the part of the Licensee. All insurance required for the Licensee on the premises shall be for the protection of the Licensor and the Licenson against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or demage to City of Key West property shall more the Licensee and the City of Key West, as the insured and shall contain a loss psyable 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 liem or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damagn, the risk of which is assumed under this paragraph b, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its iiability as provided in this pangraph, shall, upon dereand, 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 darraged, as the Licensor may elect. If the cost of such repair, rebuilding or replacement exceeds the liability of the Licenses 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 Licensee by the Licensee. In the event the Licensee shall have effected any repair, rebuilding or replacement,

Initials of Applicant

which the Licensee is required to effect pursuant in this paragraph, the Licenser shall dirent payment to the Licensee of an 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 ar 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 ellocable 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 prumptly refund to the Licenser the amount of such proceeds.

- i. The Licensee shall indemnify and save harmless the City of Rey West, in officera, 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 insurance spacified in Item 9. Each policy of insurance required in Item 9 covering bodily 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 Licenser may require at approve. A certificate of insurance or a certified copy of ceach policy of insurance trices out bereunder shall be deposited with the Licensers local representative prior to use of the premises and theilines. The Licenses agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licenser'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, proterage 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 countinsion, percentage, brokenage or contingent fee in addition to the consideration bersin set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or cales accured or made through bona fide established commercial or solling agencies maintained by the Licensee for the purpose of securing business.
- In connection with the performance of work under this License, the Licenses agrees not to discriminate against any employee or explicant for employment because of 2000, religion, color, or extincial origin, now, disability, ancestry, second orientation, gamder identity or expression, marical stans, parental status or source of income. The afforcald provision shall include, but not be limited to, the fellowing comployment, approximat demotion, or transfer, recruitment or recruitment advertising, inyoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticaship. The Licenses agrees to post hereafter hereafted to the provision of the provisions of the nondiscrimination clause. The Licenses further agrees to insert the foregoing provision in all subcontracts hereunder, except Subcontracts for standard commercial supplies or raw materials.
- III. All activities authorized hereunder 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 Sa.
- 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.

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ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

- 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 \$______ refundable deposit and a \$______ 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.
- 5. 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.
- 8. 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.
- 13. Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.

Initials	of	Applicant	
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- Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
- 15. 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.
- 17. Licensee must provide own portable toilets.
- 18. 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.
- 23. 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.



Parking Requests or Special Events

Please indicate the Special Event Parking requests below:
Mallory Square Rates: \$4.00 per hour or \$32.00 per day per space
Key West Bight Rates: \$3.50 per hour or \$20.00 per day per space
On-Street Meter Rates: \$3.00 per hour or \$20.00 per day per space.
Modification of rates can only be approved by Commission.
If you have any questions, please contact John Wilkins, Parking Director at (305) 809-3855 or email jwilkins@cityofkeywest-fl.gov



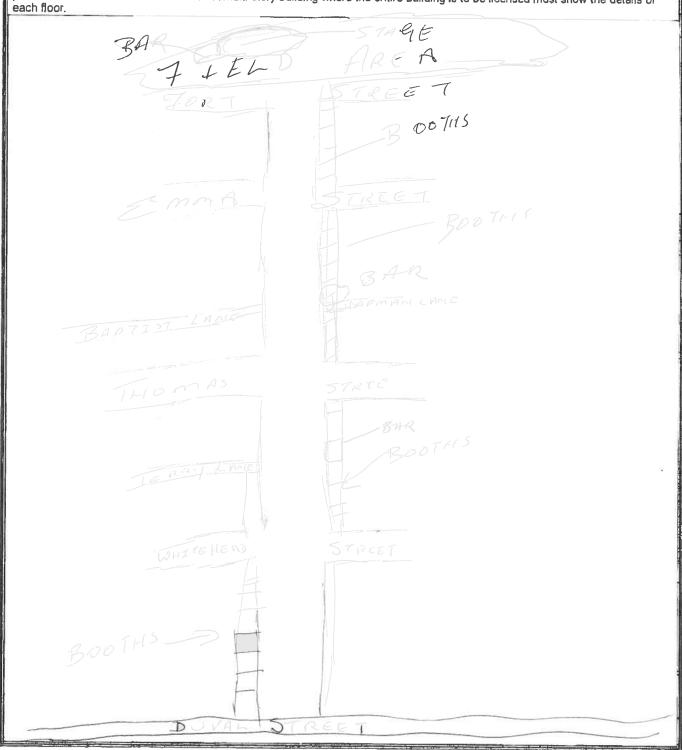
KEY WEST FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

Please Check All That Apply To This Event

SECTION 5 - DESCRIPTION OF PREMISES TO BE LICENSED AB&T AUTHORIZED SIGNATURE REQUIRED

Business Name (D/B/A) or Name of Event

Neatly draw a floor plan of the premises in Ink, including sidewalks and other outside areas which are contiguous to the premises walls, doors, counters sales areas storage areas restrooms, bar locations and any other specific areas which are part of the premises where the event will be held. A multi-story building where the entire building is to be licensed must show the details of each floor.



Event Name: House les Meterming & Visual Ado

Special Event Checklist Everything must be checked off before

submitting the special event application

X	TITLE	COMMENTS
	Special Event Application	
/	Noise Exemption (If applicable)	
V	\$50.00 for Noise	
	Ordinance initialed	
1	Recycling checklist completed	
V	Recycling deposit \$1,000.00	
/	Recycling Plan	
V	Authorization Letter for continuous cleaning of recycled area	
V	Signatures of No Objection of Street closure (If applicable)	
	Insurance naming the City as additional insured	Sorthcoming Not App7; cable
V	Financial of previous event (If applicable)	Not Applicable
V	Release & Idemnification Form	
	Site Map (where barricades, stages, etc are to go)	
	Letter from non profit that states they will be receiving the funds	



18	CITY OF KEY WEST SPECIAL EVENTS DEPAR
	APPROVALS
	EVENT: Florida Keys Performing & Visual
	DATES: 0(+ 20:21,2017 8

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SIGNATURE DATE SPECIAL EVENT PERMIT HAS BEEN ____APPROVED ____DENIED

Maria Ratcliff

From:

Alan Averette

Sent:

Monday, May 22, 2017 12:02 PM

To:

Maria Ratcliff

Subject:

RE: Veronica Stafford Goombay

Attachments:

Application Approval Goombay.doc; Conditional Memo 2017.doc; Vendor

Regulations.doc; Spanish Vendors.doc

Thank You

Alan Averette, Fire Marshal
Key West Fire Department
1600 N. Roosevelt Boulevard
Key West, Florida 33040
305-809-3933 Office
305-292-8284 Fax
aaverett@cityofkeywest-fl.gov

Serving the Southernmost City

From: Maria Ratcliff

Sent: Tuesday, May 16, 2017 9:19 AM

To: Richard Sarver <rsarver@cityofkeywest-fl.gov>; Tara Stansbury <tstansbury@cityofkeywest-fl.gov>; Oscar Ladino

<oladino@cityofkeywest-fl.gov>; Steve Torrence <storrence@cityofkeywest-fl.gov>; Jim J. Young

<jjyoung@cityofkeywest-fl.gov>; Alan Averette <aaverett@cityofkeywest-fl.gov>; Cassandra Jackson

<cjackson@cityofkeywest-fl.gov>; Rogelio Hernandez <rhernandez@cityofkeywest-fl.gov>

Subject: Veronica Stafford Goombay

Same as the other one, different applicant. Both going in front of the Commission on June 6th. Thanks!

Maria Ratcliff
Executive Administrator to the City Manager & Special Events Coordinator
City of Key West
1300 White Street
Key West, Florida 33040
Phone: 305 809-3881
Fax: 305 809-3886







THE CITY OF KEY WEST

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

To: Goombay Festival

From: Division Chief/Fire Alan Averette

Date: May 22, 2017,

Reference: Goombay Festival

This office reviewed the special event application for Goombay Festival to be held on October 20 & 21, 2017.

The following conditions apply:

- Any cooking that takes place on city property needs to have a Life Safety Inspection.
- Attached are the vendor regulations for special events.
- The Fire Marshal's office will require a total of 9 Fire Inspectors during the event hours at a rate of \$40.00 per hour: (4) Inspectors Friday the 20th, and (5) Inspectors Saturday the 21st.
- The same foot print for the festival set up as 2017. Booths will be designated to one side of the street, there will be no blocked cross streets or hydrants, and there shall be 10' clearance from the corners on each intersection.
- Event coordinator is responsible for scheduling the inspection with this office.

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

Alan Averette, Fire Marshal/Division Chief Key West Fire Department 1600 N. Roosevelt Boulevard Key West, Florida 33040 305-809-3931 Office aaverett@cityofkeywest-fl.gov

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