CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s)	Old Island Day	s Art I	estival			
Address of Applicant(s) Phone Number of	301 Front St.;	Key W	est, FL	Email	Grace.Epperly@icloud.co	om
Applicant(s) and emergence number		Epperl	y - 305.9	23.619	9	
Name of Non-Profit(s) Key West Art Center						
Address of Non-Profit(s)	301 Front S	St., Key	West, F	L 3304	0	
Phone Number of Non-Pro	ofit(s)305.29	4.1241				
Amount or Percentage of I	Revenue Non-Pro	ofit(s) a	nticipate	s receiv	ving100%	
Date(s) of EventFeb	oruary 27 & 28, 2	2021				
Hours of Operation 10ar	n - 5pm Daily					
Estimated/anticipated num	ber of persons pe	r day			ourly attendance at whatever # sion prefers.	
Location of Event Truma	n Waterfront Park	- Cemer	it area in f	ront of C	Coast Guard Tour Boat	
Street Closed Same a	as above - requestin	g that az	tist's may	set-up o	n Friday, Feb. 26 from 1 - 6pm	
Detailed Description of Ev	ent: Art & Cra selling Art			150 boo	oths displaying and	
List of Businesses that will	participate in A	lcohol l	Exemptic	n:		
Noise exemption required:	Yes _	No	X			
Alcoholic beverages sold/s	erved at event:	Yes		No	X	
Recycle Deposit \$1000.00		Yes	X	No		
Cooking oil recycled		Yes		No	X	
Recycled containers		Yes	X	No		
Accounting of items recycled						
* Measures						

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 negligence, actual or claimed, upon the part of the City, their agents or employees.

mace reperly	7/29/2020		
Applican(s) Signature	Date		

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 MAKE 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 underlined; 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,

Filed with the Clerk November 21, 2002.

Sponsor's Signature free Eppelly

2002.

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 Alcohol 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 this requirement is being met.

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

Sponsor's Signature Commercial General Liability policy.

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

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

 Sponsor's Signature

 Provided The City Manager and/or City Commission.
- 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 Duce Epperly

- 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 Arace Repetity
- 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

 Proce Popular
- 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 N/A Grace Repetity
- 17. Special Events organizers must submit a adequate recycle plan for the size of the event being requested. Helpful hints and recycling requirements for special events
- 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 wave lapelly

Complete Checklist for Event Recycling City of Key West

0	Identify contact person at the festival responsible for working with recycling. Name of person: Grace Epperly Phone number: 305.923.6199
0	Identify the recyclable commodities that will be used by the public and behind-the-scenes. Aluminum X Glass X #1 Plastic X #2 Plastic X Steel Corrugated Cardboard X 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: 16 of each
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: City please provide Contact person for containers: Grace Epperly Phone #: 305.923.6199
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: City to provide please
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: City to provide/manage pick-up
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. Q
0	Monitor recycling containers for correct usage during the event and take actions to solve 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: City to provide
	Contamination: e ill re o e any ite e ee in recycle that are not a ro riate.
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

ing and waste r 305 296-2825





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

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 and recycle cans on a regular basis for the duration of the event.

Grace Epperly Show Director

Print Name:



Parking Requests or Special Events

Please indicate the Special Event Parking requests below:

Request parking for medium to large RV vehicles. 10 - 12 vehicles max. in Truman Waterfront Parking lot by the Old City Electric brick building.

One ehicle to arri e hur eb: the realinder to arri e riday eb e art onday arch by a

e ue t u e o entire arking lot behind the Courthou e on ho a freet. riday eb. the beginning at to on unday eb.

e ue t enough barricade to block o booth and create directional oot traic entrance and e it oint on the ce entarea o ru an ater ront by the Coa t uard hi.

In addition to parking and barricade requests, we request permission to place 24 - 36 24" x 18" yard signs throughout the City on City property right of way areas. Signs will be placed on the Thursday before the show and removed on the Monday after the show.

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

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 SuFt.)
Flame Resistance Certificate
Size, Type, Location of Tent(s)
Booths
☐ Food Booths — Total #
☑ Vendor Booths – Total # max 150
☐ Total Number of Booths - 150
Parade
☐ Floats — Total # 0



Greg Veliz, City Manager
City of Key West
1300 White St.
Key West, Fl. 33040

RE: Permits for Old Island Days Art Festival

Dear Sir:

This is to confirm that the Key West Art Center, a non-profit community art center, is the sole beneficiary of the above special event.

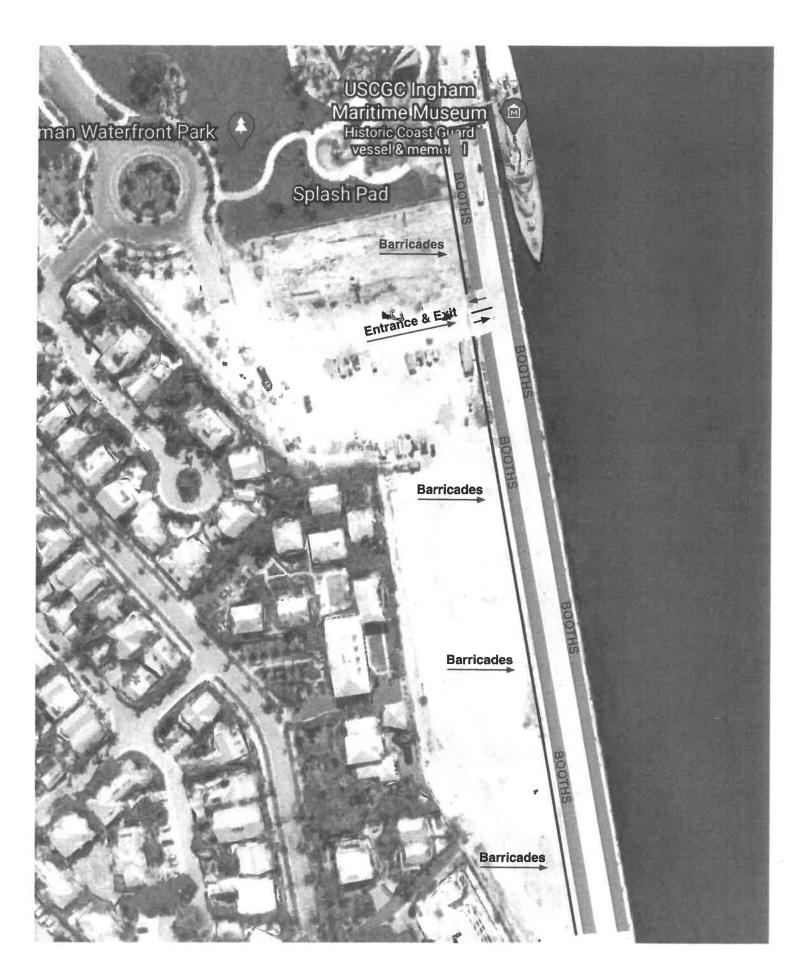
The main contact for this event is Grace Epperly. Her phone # is 305.923.6199. Her email address is grace.epperly@icloud.com.

Should you have any other questions regarding this matter, please contact us. Thank you.

Sincerely,

Karen Beauprie

President of the Key West Art Center





The Key West Art Center Recycle Plan for The Old Island Days Art Festival - Feb. 27 & 28, 2021

Special Event Recycle Plan

The show is an art and craft show only and includes no vending of food or beverage. (The Art Center does make bottled water available to its participants and for donation.) No undue amount of trash is generated during the show other than higher than normal foot traffic on the street.

The Show Director, Grace Epperly and staff, will be responsible for Recycle Plan implementation.

Director will make sure that we have City waste bins with liners beside each recycle tote. Director will correspond with Community Works to see if they are now providing recycle totes as well as trash bins for our event. If not, we will contract with Waste Management.

Volunteers will monitor bins and try to eliminate co-mingling of trash/recycling during the show.

Additional Recycling and trash bins will be stationed at more highly used areas such as Port-olets and entrances to the show.

A minimum of 16 recycle bins and 16 trash bins with liners are requested from the City to manage the amount of trash expected. It is also requested that if the City supplies recycle totes, that they deliver both totes and bins and also pick them up on Monday morning after the show. The event director will make sure the totes and bins are in the agreed upon space for pick-up. The City or Waste Management will be responsible for reporting recycle weight.

Grace Epperly, Show Director

grace Epperly



1010 Kennedy Drive, Suite 300 Key West, FL 33040 305-296-7077 michele@southernmostinsurance.com

August 3, 2020

City of Key West P.O. Box 1409 Key West, FL 33040-1409

RE: Key West Art Center, Inc. - Insurance Coverage 2021

To Whom It May Concern,

Please be advised that each year we have provided General Liability coverage for the above captioned client's annual events that take place at the end of January and February every year.

We typically receive a renewal quote for this coverage in late November and bind the policy in late December at which point we have proivded a Certificate of Insurance showing the City of Key West as the certificate holder and additional insured.

To facilitate the retention by the client of a permit for the 2021 events, included is a copy of the 2020 declarations page which should be identical to the one we would provide for the 2021 events. This declarations page reflects coverage information and should suffice for the permit. Also included is the blanket additional insured endorsement that will apply to the City of Key West, as required by written contract or agreement.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Michele Andree

Michele Andree

NEW

Renewal of Number
POLICY DECLARATIONS

Mount Vernon Fire Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

No. SE 2001055

NAMED INSURED AND ADDRESS: KEY WEST ART CENTER 301 FRONT ST KEY WEST. FL 33040 THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS POLICY RATES AND FORMS ARE NOT APPROVED BY ANY

FLORIDA REGULATORY AGENCY.

POLICY PERIOD: (MO. DAY YR.) From: 02/22/2020 To: 02/25/2020

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Corporation
BUSINESS DESCRIPTION: Special Event

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Liability Coverage Part PREMIUM \$675.00

Wholesaler Broker Fee \$75.00
Surplus Lines Tax \$37.50
Service Fee \$0.75
TOTAL: \$788.25

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: R-T SPECIALTY, LLC (CLEARWATER) (1668)

380 Park Place Boulevard, Suite 175

Clearwater, FL 33759

Broker: Southernmost Insurance Agency Inc.

1010 Kennedy Drive, Suite 300

Key West, FL 33040

Issued: 01/14/2020 1:13 PM

Authorized Representative

UPD (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. SE 2001055

Effective Date: 02/22/2020

12:01 AM STANDARD TIME

LIMITS OF	INSURANCE	
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Each Occurrence Limit

Personal & Advertising Injury Limit (Any One Person/Organization)

Medical Expense Limit (Any One Person)

Damages To Premises Rented To You (Any One Premises)

Products/Completed Operations Aggregate Limit

General Aggregate Limit

\$1,000,000

\$1,000

\$100,000

\$2,000,000

LIABILITY DEDUCTIBLE \$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location Address Territory

1 301 Front Street, Key West, FL 33040 006

PREMIUM COMPUTATION

Advance Premium All Other Pr/Co Premium Basis Pr/Co All Other Evt # Classification Code No. 49950 1 Per Additional N/A 0.000 1 Additional Insured - Blanket - Special Events N/A \$0 Insured Conventions / Tradeshows / Exhibits - Professional 00417 5,000 Attendees N/A 675.000 N/A \$675 Convention (applicant is the vendor of the event)

MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$195

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$675

(This Premium may be subject to adjustment.) MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95) and Form SOE (03/10)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

EXTENSION OF DECLARATIONS

Regardless of the dates shown on the Declarations, this insurance applies only for the location(s), event(s) and date(s) specified in this Extension of Declarations.

Policy No. SE 2001055

SCHEDULE OF EVENTS

Event	Start Date	End Date	TO SE
Conventions / Tradeshows / Exhibits - Professional Convention (applicant is the vendor of the event)	02/22/2020	02/23/2020	
Location(s): 301 Front Street, Key West, FL 33040			

Subject to the terms and conditions of this policy, coverage is provided for a maximum of twenty-four (24) hours after the scheduled end date of an event shown above.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM LIQUOR LIABILITY COVERAGE FORM

SPECIAL EVENTS BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured of the Commercial General Liability Coverage Form is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured to this policy under written contract(s), written permit(s) or written agreement(s). Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused, in whole or in part by:

- 1. Your negligent acts or omissions; or
- 2. The negligent acts or omissions of those acting on your behalf in the performance of your duties under such written contract(s), written permit(s) or written agreement(s)

Exclusions under Coverage A, Bodily Injury and Property Damage Liability, Coverage B. Personal and Advertising Injury Liability; and Coverage C. Medical Payments are amended to add the following:

We will not pay for loss or expense, including but not limited to the cost of defense for "bodily injury", "property damage" or "personal and advertising injury" occurring:

- (1) After all of "your work", including labor, materials, parts or equipment furnished in connection with "your work" and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has ended; or
- (2) When that portion of "your work" out of which the "bodily injury", "property damage" or "personal and advertising injury" arises and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has been put to its intended use by any person(s) or organization(s);

whichever occurs first.

Coverage is not provided for "bodily injury", "property damage" or "personal and advertising injury" arising out of or resulting from the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

Section II – Who Is an Insured of the Liquor Liability Coverage form is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured to this policy under written contract(s), written permit(s) or written agreement(s). Such person(s) or organization(s) is an insured only with respect to their alleged liability for "injury"

L 820 (12-18) Page 1 of 2

occurring on or after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused in whole or in part by:

- 1. Your negligent acts or omissions; or
- 2. The negligent acts or omissions of those acting on your behalf in the performance of your duties under such written contract(s), written permit(s) or written agreement(s)

but only if such alleged liability results directly from the selling, serving or furnishing of any alcoholic beverage at the Special Event shown on the Declaration page.

Coverage is not provided for "injury" arising out of or resulting from the sole negligence of an additional insured under this endorsement.

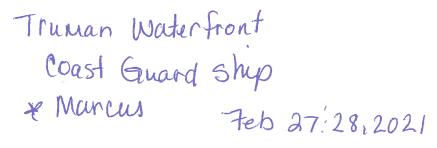
Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged and shall apply to the coverage provided by this endorsement. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

L 820 (12-18) Page 2 of 2

August 10, 2020

Mr. Greg Veliz, City Manager City of Key West 1300 White Street Key West, FL 33040



RE: Old Island Days Art Festival - Special Event Permit Application

Dear Mr. Veliz,

February 2021 marks the 56th anniversary of The Old Island Days Art Festival, which is sponsored by the non-profit Key West Art Center. They also sponsor the Key West Craft Show which takes place in January of each year. These two events are their sole fundraising efforts for the entire year which usually generate about \$25,000 that goes toward their entire operating expenses.

Because the City Commissioners have cancelled all events for the remainder of 2020, and I am told by Maria Ratcliffe that they are not issuing any new special event permits, the Board of the Art Center made the tough decision to cancel the January Key West Craft Show. For that show, we need to notify accepted artists by October 1st, and we felt there would not be ample time to properly produce that event without a concrete answer as to whether our application would be approved.

We would, however, like to blend both events and continue the Old Island Days Art Festival which will take place February 27 & 28, 2021, if approved. I am submitting the attached application with full understanding that the event could not be approved at all, or be approved, but also cancelled a few weeks before the show if cases are on the rise in February. We have made our COVID-19 cancellation policy aware to our applying artists. The reason we are only focusing on one event, is that our hope is that COVID-19 cases will be on the decline by the end of February.

We are also requesting a change of venue for 2021 only. We would like to move to the concrete area in front of the Coast Guard museum ship at Truman Waterfront Park, and allow the artists to set-up on Friday, February 26th. With four entrance points at our traditional Caroline & Whitehead Street location, we felt it would be impossible to control the number of attendees. By switching to Truman Waterfront Park and laying the booths in a linear formation, we can create specific entry and exit points and count how many people come in each hour. We can cap it at any number per hour you, or the Commissioners, feel would be acceptable. I tried to find a concrete number recommended by the CDC for large events, but I was unsuccessful. I feel the space is large enough, that we could allow 1,000 people per hour and everyone could still be properly spaced.

We will have signage requiring masks throughout the show and at each booth entrance. We will either have hand washing stations, if they are available, or hand-sanitizer placed throughout the show.

These shows are the main livelihood for the artists that travel to our city and also the local artists that participate. I'm not expecting the crowd numbers we have had in past years, especially if cruise ships are not coming at that time. I do think it will be a smaller show in terms of the people, but it could also be a very good show for our artists as well.

I'm getting quite a bit of pushback from our veteran artists regarding the location change. We would like to return to Whitehead and Caroline Streets in 2022, as it is a very charming spot with a lot of walk-up foot traffic. However, we feel changing the venue is the responsible thing to do for 2021 in regard to COVID. We too, want to see cases decline while also producing an event that is profitable for our artists, earns much needed funds for the Art Center and keeps the vendors and attendees safe.

We respectfully ask that the City Commission consider our event for approval and also ask that we have a final decision by December 1, 2020 so we can proceed with our advertising or the artists have adequate time to find another event, if we are not approved.

Please reach out to me if you have any questions. Grace. Epperly@icloud.com or 305.923.6199.

Sincerely,

Grace Epperly

grace Epperly

Show Director for Key West Art Center



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION Key West Art Center, Inc. February 27 & 28, 2021 10:00 a.m. to 5:00 p.m.

I Karen Beauprie being authorized to act on behalf of and legally bind the Key West Art Center, 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.

Signature of Witness

SCOTT BEAUPRIE

Print Name

9/31/2020

Date

Signature of Applicant

Karen A. Beauprie

Print Name

9/30/2020

Date



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Not For Profit Corporation KEY WEST ART CENTER, INC.

Filing Information

Document Number 701523 FEI/EIN Number 59-0965823 Date Filed 10/10/1960

State FL

Status **ACTIVE**

Last Event AMENDMENT Event Date Filed 10/19/1992 **Event Effective Date** NONE

Principal Address

301 FRONT STREET KEY WEST, FL 33040

Changed: 06/11/2007

Mailing Address

301 FRONT STREET KEY WEST, FL 33040

Changed: 06/11/2007

Registered Agent Name & Address

Henning, Nancy 301 FRONT STREET KEY WEST, FL 33040

Name Changed: 04/23/2019

Address Changed: 04/23/2019

Officer/Director Detail Name & Address

Title Treasurer

Henning, Nancy 1181 Coates Lane Cudjoe Key, FL 33042 Title Second Vice President

Washburn, Jane 1300 Virginia Key West, FL 33040

Title Secretary

Weaver, Marilyn 53 Boundary Lane Key West, FL 33040

Title Board Member

Wilson, Gabrielle 551 West Indies Ramrod Key, FL 33042

Title First Vice President

Cox, Joan 228 Olivia Street Key West, FL 33042

Title Board Member

Paige, Lucy 1007 Loggerhead Sugarloaf Key, FL 33042

Title President

Beauprie, Karen 913 Georgia Street Key West, FL 33040

Annual Reports

Filed Date
04/15/2018
04/23/2019
04/22/2020

Document Images

04/22/2020 ANNUAL REPORT	View image in PDF format
04/23/2019 ANNUAL REPORT	View image in PDF format
04/15/2018 ANNUAL REPORT	View image in PDF format
05/01/2017 - ANNUAL REPORT	View image in PDF format
09/09/2016 AMENDED ANNUAL REPORT	View image in PDF format
04/27/2016 ANNUAL REPORT	View image in PDF format
06/18/2015 AMENDED ANNUAL REPORT	View image in PDF format

02/11/2015 ANNUAL REPORT	View image in PDF format
02/15/2014 ANNUAL REPORT	View image in PDF format
06/26/2013 AMENDED ANNUAL REPORT	View image in PDF format
02/04/2013 ANNUAL REPORT	View image in PDF format
01/18/2012 ANNUAL REPORT	View image in PDF format
04/27/2011 ANNUAL REPORT	View image in PDF format
04/28/2010 ANNUAL REPORT	View image in PDF format
05/05/2009 ANNUAL REPORT	View image in PDF format
04/15/2008 ANNUAL REPORT	View image in PDF format
06/11/2007 ANNUAL REPORT	View image in PDF format
07/30/2006 ANNUAL REPORT	View image in PDF format
02/15/2006 ANNUAL REPORT	View image in PDF format
01/20/2005 ANNUAL REPORT	View image in PDF format
02/06/2004 ANNUAL REPORT	View image in PDF format
01/15/2003 ANNUAL REPORT	View image in PDF format
02/01/2002 ANNUAL REPORT	View image in PDF format
01/27/2001 ANNUAL REPORT	View image in PDF format
01/19/2000 ANNUAL REPORT	View image in PDF format
02/09/1999 ANNUAL REPORT	View image in PDF format
03/16/1998 ANNUAL REPORT	View image in PDF format
01/21/1997 ANNUAL REPORT	View image in PDF format
01/26/1996 ANNUAL REPORT	View image in PDF format
03/29/1995 ANNUAL REPORT	View image in PDF format

Key West Art Center Inc

2020 ART AND CRAFT PROFIT AND LOSS

January 1, 2019 - June 4, 2020

	ART SHOW	2020 ART SHOW	TOTAL ART SHOW	CRAFT SHOW	2020 CRAFT SHOW	TOTAL CRAFT SHOW	TOTAL
Revenue							
Direct Public Support							\$0.00
Donations		947.20	947.20		652.00	652.00	\$1,599.20
Total Direct Public Support		947.20	947.20		652.00	652.00	\$1,599.20
Special Events-Shows, Programs							\$0.00
Art Show Booth Fee		25,722.85	25,722.85				\$25,722.85
Art Show Other Income		1,925.00	1,925.00				\$1,925.00
Craft Show Booth Fee					23,485.34	23,485.34	\$23,485.34
craft show other income					1,400.00	1,400.00	\$1,400.00
Total Special Events-Shows, Programs		27,647.85	27,647.85		24,885.34	24,885.34	\$52,533.19
Total Revenue	\$0.00	\$28,595.05	\$28,595.05	\$0.00	\$25,537.34	\$25,537.34	\$54,132.39
GROSS PROFIT	\$0.00	\$28,595.05	\$28,595.05	\$0.00	\$25,537.34	\$25,537.34	\$54,132.39
Expenditures							
Advertising/Promotional		2,624.94	2,624.94		2,383.52	2,383.52	\$5,008.46
Insurance		788.25	788.25		788.25	788.25	\$1,576.50
Office Supplies		432.15	432.15		137.14	137.14	\$569.29
Operations		1,274.04	1,274.04		1,274.03	1,274.03	\$2,548.07
Advertising		711.00	711.00		893.47	893.47	\$1,604.47
Bank Charges		0.09	0.09				\$0.09
Director fees		5,000.00	5,000.00		5,000.00	5,000.00	\$10,000.00
Miscellaneous expense		22.95	22.95		32.74	32.74	\$55.69
Security		1,850.00	1,850.00		1,850.00	1,850.00	\$3,700.00
Total Operations		8,858.08	8,858.08		9,050.24	9,050.24	\$17,908.32
Pay Pal fees		-0.09	-0.09				\$ -0.09
Supplies for Art Show		301.27	301.27				\$301.27
Supplies for craft show					334.61	334.61	\$334.61
Total Expenditures	\$0.00	\$13,004.60	\$13,004.60	\$0.00	\$12,693.76	\$12,693.76	\$25,698.36
NET OPERATING REVENUE	\$0.00	\$15,590.45	\$15,590.45	\$0.00	\$12,843.58	\$12,843.58	\$28,434.03
NET REVENUE	\$0.00	\$15,590.45	\$15,590.45	\$0.00	\$12,843.58	\$12,843.58	\$28,434.03

TRUMAN Waterfront



CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

	EVENT: Old Islan	d Days ART Festival
COMMENT WALKER	DATES: February	27:28,2021
	DEPARTMENTS	COMMENTS
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Maria Ratcliff

From:

Doug Bradshaw

Sent:

Tuesday, September 29, 2020 2:50 PM

To:

Maria Ratcliff

Subject:

RE: Old Island Days Art Festival at the Truman Waterfront Quay Wall Feb 27 & 28, 2021

No issues

Doug Bradshaw Port and Marine Services Director 201 William St Key West, FL 305-809-3792

From: Maria Ratcliff <mratcliff@cityofkeywest-fl.gov>

Sent: Tuesday, September 29, 2020 2:14 PM

To: Greg Veliz <gveliz@cityofkeywest-fl.gov>; Patti McLauchlin <pmclauchlin@cityofkeywest-fl.gov>; Todd C. Stoughton <tstoughton@cityofkeywest-fl.gov>; Marcus A. Davila <madavila@cityofkeywest-fl.gov>; Michael J. Turner <mturner@cityofkeywest-fl.gov>; Richard Sarver <rsarver@cityofkeywest-fl.gov>; Cyndee Michaud <cmichaud@cityofkeywest-fl.gov>; Sean Brandenburg <sbrandenburg@cityofkeywest-fl.gov>; JR Torres <jtorres@cityofkeywest-fl.gov>; Joseph Tripp <jtripp@cityofkeywest-fl.gov>; Alan Averette <aaverett@cityofkeywest-fl.gov>; Rod Delostrinos <rdelostrinos@cityofkeywest-fl.gov>; Rogelio Hernandez <rhernandez@cityofkeywest-fl.gov>; Regina Scott <rscott@cityofkeywest-fl.gov>; Jim J. Young <jjyoung@cityofkeywest-fl.gov>; Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Alyson Crean <acrean@cityofkeywest-fl.gov>

Subject: Old Island Days Art Festival at the Truman Waterfront Quay Wall Feb 27 & 28, 2021

TRuman Waterfront



CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

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	EVENT: Old Island		Festival
		21:28,2021	
	DEPARTMENTS	СОМ	MENTS
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SPECIAL EVENT PE	RMIT HAS BEENAPPROV	EDDENIED	

Maria Ratcliff

From:

Joseph Tripp

Sent:

Wednesday, September 30, 2020 8:19 AM

To:

Maria Ratcliff

Subject:

Re: Old Island Days Art Festival at the Truman Waterfront Quay Wall Feb 27 & 28, 2021

We are ok with it.

From: Maria Ratcliff <mratcliff@cityofkeywest-fl.gov>

Sent: Tuesday, September 29, 2020 2:14 PM

To: Greg Veliz <gveliz@cityofkeywest-fl.gov>; Patti McLauchlin <pmclauchlin@cityofkeywest-fl.gov>; Todd C. Stoughton <tstoughton@cityofkeywest-fl.gov>; Marcus A. Davila <madavila@cityofkeywest-fl.gov>; Michael J. Turner <mturner@cityofkeywest-fl.gov>; Richard Sarver <rsarver@cityofkeywest-fl.gov>; Cyndee Michaud <cmichaud@cityofkeywest-fl.gov>; Sean Brandenburg <sbrandenburg@cityofkeywest-fl.gov>; JR Torres <jtorres@cityofkeywest-fl.gov>; Joseph Tripp <jtripp@cityofkeywest-fl.gov>; Alan Averette <aaverett@cityofkeywest-fl.gov>; Rod Delostrinos <rdelostrinos@cityofkeywest-fl.gov>; Rogelio Hernandez <rhernandez@cityofkeywest-fl.gov>; Regina Scott <rscott@cityofkeywest-fl.gov>; Jim J. Young <jjyoung@cityofkeywest-fl.gov>; Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Alyson Crean <acrean@cityofkeywest-fl.gov>

Subject: Old Island Days Art Festival at the Truman Waterfront Quay Wall Feb 27 & 28, 2021

Event Name: Old Island Days Art Festival

Special Event Checklist

Everything must be checked off before submitting the special event application

Х	TITLE	COMMENTS		
X	Special Event Application	attached		
X	Noise Exemption (If applicable)	not applicable		
X	\$76.00 for Noise	not applicable		
X	Ordinance initialed	attached		
X	Recycling checklist completed	attached		
X	Recycling deposit \$1,000.00	mailed to Maria Ratcliffe 8/10/20		
X	Recycling Plan	attached		
X	Authorization Letter for continuous cleaning of recycled area	attached		
X	Signatures of No Objection of Street closure (If applicable)	not applicable this year		
Y	Insurance naming the City as additional insured	applied for, letter attached		
Y	Financial of previous event (If applicable)	submitted July 2020		
	Release & Idemnification Form	will submit, once we receive		
	Site Map (where barricades, stages, etc are to go)	attached		
	Letter from non profit that states they will be receiving the funds	attached		

TRuman Waltrfront



CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT DATES				testival
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