*CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

A ANTE TAL EVENT PERMIT
Name of Applicant(s) Key West Business Guild
A Applicants)
Phone Number of Applicant(s) 294 4603 Fax: 294 3273 Emailgagkeywes
The state of the s
Phone Number of Non-Profit(s) 294 4603
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving
Data Dates of Event
Hours of Operation 12pm - 8pm - Need closure 10am - 10pm Estimated/anticipated
Estimated/anticipated number of persons per day 2,000
Location of Event 700+800 Block Doval Street
Street Closed Doual Street
Detailed description of SL
Detailed description of event Street Fair with live
Noise exemption required: Yes X No
Alcoholic beverages sold/served at event: YesNo_X
The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permittee agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all liability, claims for damages, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or claimed upon the part of the city their agents or employees.
Date DISID - Lo
*(Financial statements of the event from the previous year must be attached and submitted

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

\$50.00

Applicant Name Key West Bosiness Guild Applicant Address 513 Troman Avenue Key West Applicant Phone Number 305-294-4603
Applicant Address 513 Troman Avenue, Key West
Applicant Phone Number 205 - 294 - 4603
Event Name : Women fest street fair
Event Address/Location 700/800 blocks Duval Street
Date of Event 9/11/2010
Nature of Event Street fair with live music
Profit Non Profit X Time(s) Request for Exemption Noon - 9 pm
Number of Exemptions at this location this calendar year One
Date of last exemption 6/12/10

8039

Date 6/5/2010

ORDINÁNCE NO. 02-29

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

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

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

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

Sec. 6-26. Payment for city services.

- (a) The organizer or sponsor of any festival, street fair, fair, carnival, athletic event, contest, competition, parade, fundraiser, rally, boat or car race or other special event which requires city authorization, whether by administrative permit or city commission approval, and which requires the provision of additional or extraordinary support services by police, fire, administrative, or other city departments in order to maintain order or safety or to escort participants shall pay to the city the cost of such services. A down payment of ten percent (10%) of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten (10) days prior to the event.
- (b) The city manager shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment. If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is

^{*(}Coding: Added language is <u>underlined</u>; deleted language is struck through.)

may impose an interest charge on the amount due at the rate of one and one half percent (1-1/2%) per month.

- (c) The city commission may grant special exceptions to this section for cause shown upon the public record.
- (d) The first \$500.00 \$1,000.00 of costs as specified in subsection (a) of this section may be waived for any organizer or sponsor which has qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the event a public accommodation subject to the human rights provision of the section 38-225.
- (e) Any nonprofit organization accepting the waiver provided for by subsection (d) of this section shall, within 90 days following the special event, submit to the city commission an accounting of expenses and revenues incurred and generated during the event.

Section 2. That section 6-27 is hereby added to the Code of Ordinances as follows:

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

No booth or stall set up for a special event and serving any amount or type of food and/or beverage, or selling merchandise, shall be placed directly in front of, or within five(5) feet of the property line of, a restaurant or a bar or a retail store (selling

primarily the same or similar merchandise), unless the owner of the restaurant, the bar or the store consents. This section shall not apply to major festivals as defined in section 6-58.

Section 3. That section 6-56 of the Code of Ordinances is hereby amended as follows:

Sec. 6-56. Application.

- prior to a proposed special event that will result in the closing of a public street, the sponsor shall submit an application to the city manager. An application may be made either by a tax-exempt nonprofit organization (nonprofit) or jointly by a nonprofit and a private person or business entity.
- (b) If the city manager approves the application, he shall then schedule it for consideration by the city commission. However, if the special event proposes to close only one block, is intended to end prior to 9:00 p.m. on any day of the year, and does not seek either a fee cost waiver or a noise exemption, the city manager may give final approval to the application.
- (c) Each application shall include the name of a sponsor's contact person and that person's 24-hour telephone number(s), in case of emergency.
- <u>Section 4</u>. That section 6-57 of the Code of Ordinances is hereby amended as follows:

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

A-percentage of the revenues of a special event that causes the closing of a city street must be donated to the nonprofit organization and, at the sponsor's option, to additional charities. On the application form issued by the city manager, the nonprofit must state the amount or percentage of revenues it anticipates to receive from the special event. When a sponsor proposes a special event that will cause the closing of a city street or other public right-of-way, the sponsor must donate at least twenty-five percent (25%) of the sponsor's gross revenues or \$1,000.00, whichever is greater, to at least one nonprofit organization. The sponsor must designate the nonprofit organization(s) on the application for the event. Each named nonprofit organization must provide the city manager with a letter of assent.

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

Sec. 6-58. Major festival.

(a) A major festival is a special event of regional impact. Major festivals are: FancyFantasy Fest, Hemingway Days, Goombay Festival, Conch Republic Celebration, the Poker Run, the Valentine's Day event for Wesley House, the Red Ribbon event at Mango's Mangoes, and such other special events as may be added or subtracted by resolution of the city commission. Private persons

or business entities who sponsor major festivals are not required to provide funds to a non-profit organization per section 6-57. An application for a major festival must be received in the city manager's office at least six (6) months in advance of the scheduled event.—have a non-profit coapplicant or to provide a percentage of revenues to a charitable cause.

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

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

Sec. 6-61. Temporary bathroom facilities.

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

Section 7. If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable

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

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

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

R	ead	and	passed	on	first	reading	at	a	regular	meeting	held
this _	16t	h	day	of		October	_, 2	00:	2.		
R	.ead	and	passed	on	second	l reading	at	a	regular	meeting	held
this _		6th	day	of	N	lovember	_, 20	002	2.		
R	ead	and	passed	on	final	reading	at	a	regular	meeting	held
this _		19th	da	уо	f <u>N</u>	lovember	_, :	200	02.		
Authenticated by the presiding officer and Clerk of the											
Commission on day of, 2002.											
Filed with the Clerk November 21 , 2002.											
Janmol Welkley											
JIMMY WEEKLEY, MAYOR											
ATTEST:											
Cherry Smith											
CHERYL	SMI	TH, (CITY CL	ERK							

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.
- Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.
- 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 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 potition of no objection to the street closure.
- 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 6 4
- 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

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

 Sponsor's Signature 6 1
- 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

- 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.

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

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

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

 Spensor's Signature 15 11
- 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

٥	Identify contact person at the festival responsible for working with recycling. Name of person: BAS WADE Phone number: 3045126
٥	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 event and where they will be used and discarded. When recyclables are used throughout Amount of recycling containers needed:
,	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 Managements made: With Margiet Lara - Waste Management Capacity of containers on grounds: Contact person for containers: Capacity of containers: Capacity of containers of recycling. Signs are needed for point-of-purchase locations and recycling containers.
	Acquire liner bags for the recycling containers to be placed on the grounds. Ensure that the capacity of the bags is equal to or greater than that of the recycling containers on the grounds.
	Arrange for emptying of recycling containers during the event – from the containers on the grounds Arrangements made: Arrange for nick-up of the grounds
N	deet with vendors and tall it.
	Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure endors know what will be recycled. Inform them that signs will be posted in their areas.
~	research and denvery of containers and placement of signs.
P	ace 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. Actions taken:
0	View trash barrels and note any recyclables in the trash. Take actions to solve problems.
	Actions taken:
٥	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.
c	At the end of the event, remove signs and arrange for their return to owners.
5	Place recycling containers in the pick-up location, as arranged with the providers of the contain
)	Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels. Contamination:
	Prepare a report on the program in the life
	Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.
	Share the results with event organizers.
<i>§</i>	security deposit returned
F_{O}	r more information about event recycling and waste reduction, contact Waste Management at 305 296-2825

8037 6/25/2010 **\$** **1,000.00 TIB BANK OF THE KEYS TAVERNIER, FL 33070 63-928/670 60800527606m #008037# #067009280# Refundable deposit for WF 2010 Streetfair Recycling Key West Business Guild PO Box 1208 Key West, FL 33040 City of Key West P O Box 1409 Key West, FL 33041-1409 PAY TO THE City of Key West © 2005 INTUIT INC. 4 8378 1 890-433-8810 © OND EH. ONE HAY OND EH. ON EH.

Recycling Checklist and Final Report

Contact person in your group responsible for recycling Bals Wade phone 35 304 512 (
Contact person in your group responsible for recycling Bats Wade phone 365 304 512 (Waste hauling contact person to call to arrange for trash and recycling cans Mary of Lara phone 797 3312. Call two weeks prior to event to order cans.							
Ask waste hauling company WHAT SIZE BAGS you need for the trash and recycling containers.							
Discuss with your group what products you will be using and recycling: aluminum, glass, #1, 2, or 3 plastics, tin, corrugated and regular cardboard. Educate your members working the event WHAT is recyclable so they can monitor.							
Have signs printed educating public that this event is RECYCLING and post signs in food and drink areas as well as trash areas.							
Appoint and train members of your group to monitor trash and recycling containers for compliance.							
Develop PSA's (public service announcements) to be announced during your event so public is aware they are expected to recycle, and to educate them HOW to recycle (see attached city info sheet on recycling to be attached). As announcements are made applaud the crowd and tell them what a good job they are doing (hopefully they are doing a good job!)							
Arrange for pick up of trash and recyclables AND to have each weighed, with stats given you your contact for the final eport. Ask also for contamination IF trash and recyclables had not been properly separated.							
Develop site plan and layout for your event showing where trash and recycling containers will be located. These should be at food and beverage stations, table and sitting areas, as well as areas of other activities.							
confirm delivery of containers day before your event and oversee delivery of containers and placement of signs.							
lather all containers at end of your event grouping trash containers separate from the recyclable containers.							
esignate someone to take photographs of the events recycling efforts and results.							
Cinal Dance							
Final Report							
our written report should contain the following:							
trategies used during your event to promote recycling (provide examples of signage etc if possible)							
mount (weight) lbs of trash and recyclables which waste company will provide (you needed to request this prior)							
omments and Suggestions of what you would do different next time to achieve better results and suggestions to the ity and waste hauling company for a smoother, easier more successful process and results.							

ICTURES of your events recycling.

ducational recycling information delivered during your event and method of delivery.



Commercial SERVICE AGREEMENT NON HAZARDOLS WASTES

Renewal Contract SICCode 7389

WM 77129814

Customer Account No

Reason Code

Effective Date

Type of Business Business Services, NSC

NBT

09/10/2010

WM of the Florida Keys

125 Toppino Industrial Rd.

RocklandKey, Pt. 33040 Phone:

Fax:

(305) 296-8297

Account Name:

Service Address: 724 Duval St Bourbon St Pub

City, Zip:

Key West, FI 33040

Womens Fest (Y)

County/Parish: Tel#:

Contact:

Monroe

866-539-7222

Babs Wade 304-5126

E-Mall:

Billing Name:

Womens Fest (Y)

Billing Address:

724 Duval St Bourbon St Pub

City, Zip:

Tel#:

Contact:

Key West, FI 33040

County/Parish:

Monroe

866-539-7222

Fax#:

305-204-res

Babs Wade 304-5126

E-Mail:

EQUIPMENT/ SERVICE SPECIFICATIONS

Qty	Freq	Occurs	On Call	Size	Equip	Recy	Temp	Lids	Wheels	Locks		Sch	dule &	Route	No.			Charg	e(s)
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Under billing inquiry. State and Local taxes Container behind gate or enclosure? No the Charges.										i, if applic	able. W	ili also be add	ed to						
Comparer persure Agre or emphasis:											If applicable to your account the Recycle Material Offset fee(RMO/RML) may								
Customer's Waste Materials does not exceed an average weight of							of			conditions. T	vary from month to month based on the recyclable material commodity market conditions. The charge printed on this agreement represents the current fee and								
											market cond	itions.		·····					
NEW ACCT/ LIMIT \$300/M1/RECYCLE/SALES ID 111/DELIVER (16) \$2 GALLON TO FERSON 09-10-10/CALL BABS @ 304-5126 FOR PLACEMENT INSTRUCTIONS/DNR 09-13-10/ SCHEDULE OF CHARGES																			
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ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AF											1	elivery				_		\$0.00	
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SERVICE AGREEMENT NON-HAZARDOUS WASTES

Collection Service Agreement Terms And Conditions

- 1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined therein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as Industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, liammable, explosive, biomadical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.
- 2. TERM. The initial term ("Term") of this Agreement is thirty-six (38) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.
- SERVICES GUARANTY. If the Company fails to perform the services described within live husiness days of its receipt of a written demand from Customer (See Section 10). Customer may terminate this Agreement with the payment of all monies due through the termination date.
- 4. CHARGES; PAYMENTS; ADJUSTMENTS. Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if tess, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the garties.
- 5 CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.
- 6. EQUIPMENT, ACCESS. All equipment turnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents white at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional tee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

CUSTOMER Key West Business Guild

AUCHORIZED SIGNATURE)

ABS WADE 6/22/10

(TITLE)

(DATE)

- 7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's tegal fees: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement.
- 8. INDEMNITY. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), properly damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willfut misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company hamiless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequentiat, incidental or punitive damages arising out of the performance of this Agreement.

- 9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or Intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
- 10. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or detay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

TERRITORY NUMBER	(DATE)
(AUTHORIZED SIGNATURE))
Mague	Kovall
altorneys' fees and court costs.	,

Petition of no objection

Womenfest Street Fair Saturday September 11th, 2010

700/800 block of Duval Street

NO.	BUSINESS NAME	NAME	CICNIATIIDE
110.	Λ.	Joe Walsh	SIGNATURE
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	TOWERS OF KEYWES	SPAN WELLINAY	Jag Wollnery
	COCKTAILS K.W.	REGINA DRAPE	Regina Drake
	Tropical Inn	Brandi Babay	Diled I Shap
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	DUVAL HOUSE	LINE DOMOGALLA	Tougalla/
	MACHOTI	Mr.	
	Kle Hammock CO	DOUG PRICE	Varia
	Southernmost Vattoo	Sherrie Waste	Show



THE CITY OF KEY WEST

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

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



PUBLIC NOTICE

THIS IS TO NOTIFY YOU THAT KEY WEST BUSINESS GUILD (WOMANFEST)
HAS APPLIED TO THE KEY WEST CITY COMMISSION FOR A SPECIAL EVENT
PERMIT UNDER SECTION 6-86 OF THE CITY'S NOISE CONTROL ORDINANCE.
THE APPLICATION IS FOR AN EVENT TO TAKE PLACE ON SEPTEMBER 11,
2010 FROM 12:00 P.M. TO 9:00 P.M. ON THE 700 & 800 BLOCK OF DUVAL
STREET WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A
HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY
COMMISSION MEETING ON JULY 20, 2010, AT 6:00 P.M., OLD CITY HALL, 510
GREENE STREET.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT MARIA RATCLIFF THE CITY MANAGER'S OFFICE AT 809-3881.

3:03 PM 12/08/09 Accrual Basis (outstanding city invoice)

Key West Business Guild, Inc. Womenfest Street Fair Expenses January 1 through December 8, 2009

	12/08/2009 City of Key West		12/08/2009 City of Key West	09/21/2009 Martha Padron	09/21/2009 Manuel Menendez	09/12/2009 Sammy the Sound Man	09/01/2009 Rebecca Tomlinson	07/30/2009 City of Key West	06/25/2009 City of Key West	06/25/2009 City of Key West	Date
	WF Street Fair Recycling Deposit Returned	¥	WF Street Fair Recycling Balance Due	Street Fair Police 9/12/09	Street Fair Police	Womenfest Sound Equipment	Wrist Bands for Events	Womenfest Noise Exemption Street Fair 9/12/09	WF Street Fair Recycling Deposit (refundable)	Street Fair Noise Exemption	Memo
Final Event Expense	Returned Expense		WF Event Expense	WF Event Expense	WF Event Expense	WF Event Expense	WF Event Expense	WF Event Expense	WF Event Expense	WF Event Expense	Account Or
2,281.79	1,000.00	16 T	546.43	200.00	240.00	1,150.00	72.50	22.86	1,000.00	50.00	Original Amount Paid Amoun
		2,735.36	0.00	200.00	240.00	1,150.00	72.50	22.86	1,000.00	50.00	Paid Amount

3:04 PM 12/08/09 Accrual Basis includes outstanding Invoice from City Net Income Total WF Street FairIncome Total WF Street FairExpense

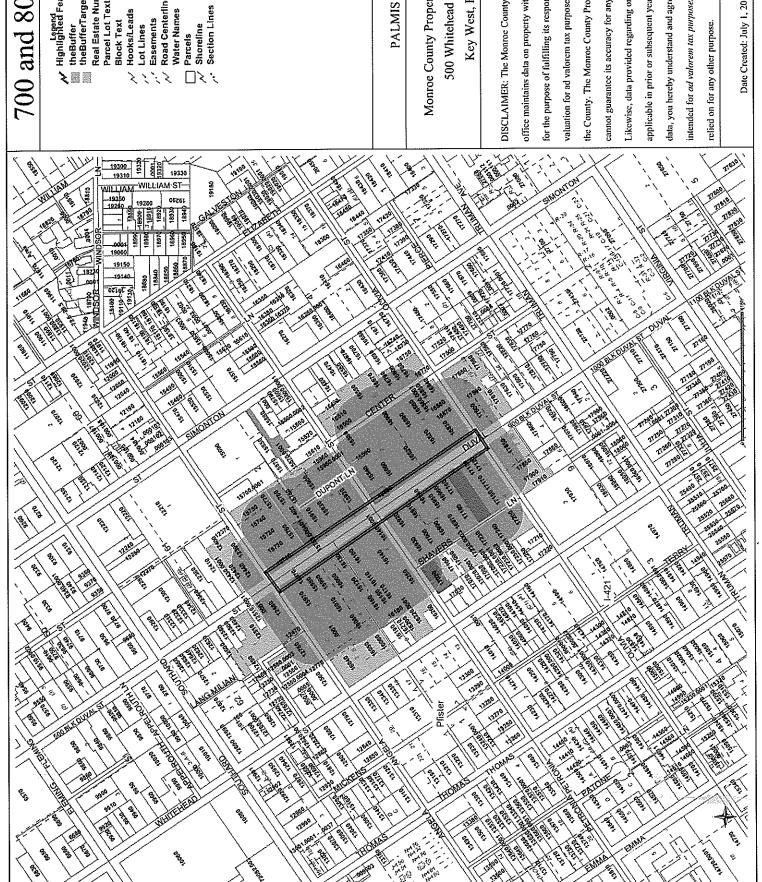
Womenfest '09 Street Fair Income Expense January 1 through December 8, 2009 Key West Business Guild, Inc.

3,975.00 2,281.79 1,693.21

3:04 PM 12/08/09 Cash Basis

Key West Business Guild, Inc. Womenfest '09 Street Fair Income January 1 through December 8, 2009

3,975.00	3,975.00	II			
3,975.00	60.00	60.00	WF Street Booth Income	09/16/2009 stacy for Queen	Deposit
3,915.00	100.00	100.00	WF Street Booth Income	09/16/2009 Jewelry by Susanne	Deposit
3,815.00	125.00	125.00	WF Street Booth Income	09/16/2009 Picard Enterprises	Deposit
3,690.00		100.00	WF Street Booth Income	09/16/2009 Passion in Paradise	Deposit
3,590.00	60.00	60.00	WF Street Booth Income	09/16/2009 Football Leaque	Deposit
3,530.00	125.00	125.00	WF Street Booth Income	09/15/2009 Tropical LLC	Deposit
				Sunglasses Collection	
3,405.00		125.00	WF Street Booth Income	09/15/2009 Let's Play Dress-Up	Deposit
3,280.00		125.00	WF Street Booth Income	09/15/2009 Juanita's Orchids	Deposit
3,155.00		125,00	WF Street Booth Income	09/15/2009 Between Angels.com	Deposit
3,030.00		150.00	WF Street Booth Income	09/15/2009 INCA Trail	Deposit
2,880.00		100.00	WF Street Booth Income	09/15/2009 Land n Sea Treasures	Deposit
2,780.00		1,000.00	WF Street Booth Income	09/15/2009 Prestige Auto & Cycle	Deposit
1,780.00		-100.00	WF Street Booth Refund	09/15/2009 A Taste of Heaven	Check
1,880.00	60.00	60.00	WF Street Booth Income	09/11/2009 Vicki L. Gordon	Deposit
1,820.00	50.00	50.00	WF Street Booth Income	08/28/2009 Nefi's Jewelry	Deposit
1,770.00	50.00	50.00	WF Street Booth Income	08/23/2009 Nefi's Jewelry	Deposit
1,720.00	100,00	100.00	WF Street Booth Income	08/14/2009 Pride Cups and Things, Inc	Deposit
1,620.00	100.00	100.00	WF Street Booth Income	OOLH/2009 Flailet Soni	ממל
1,020.00	100.00	100.00		08/14/2000 Dianet Soul	Danneit
1 500 00	100 00	100 00	WF Street Booth Income	Coconut Retriever Dogg ie 08/14/2009 Duds	Deposit
1,420.00	100.00	100.00	WF Street Booth Income	08/13/2009 My Leather Stop.com	Deposit
1,320.00	200.00	200.00	WF Street Booth Income	08/13/2009 American & Spanish Gri II	Deposit
1,120.00	60.00	60,00	WF Street Booth Income	08/13/2009 Womankind	Deposit
1,060.00	100.00	100.00	WF Street Booth Income	08/11/2009 C. Green	Deposit
960.00	60.00	60.00	WF Street Booth Income	08/11/2009 AIDS Help, Inc.	Deposit
900.00	100,00	100,00	WF Street Booth Income	08/11/2009 FBEI	Deposit
800.00	100.00	100.00	WF Street Booth Income	08/07/2009 From Our Beach to You	Deposit
700.00	300.00	300.00	WF Street Booth Income	08/07/2009 A Taste of Heaven	Deposit
400.00	100.00	100.00	WF Street Booth Income	08/07/2009 Innovate	Deposit
300.00	100.00	100.00	WF Street Booth Income	08/04/2009 AmArte	Deposit
200.00	200.00	200.00	WF Street Booth Income	07/21/2009 BJ Events	Deposit
Balance	Paid Amoui	Original Amou Paid Amou Balance	Account	Date Name	Туре



700 and 800 Blk

Highlighted Feature
the Highlighted Feature
the Buffer
the Buffer Target
Real Estate Number

Hooks/Leads Lot Lines Easements

Road Centerlines

Parcels

PALMIS

Monroe County Property Appraiser 500 Whitchead Street Key West, FL

for the purpose of fulfilling its responsibility to secure a just valuation for ad vaforem tax purposes of all property within the County. The Monroe County Property Appraiser's office office maintains data on property within the County solely DISCLAIMER: The Monroe County Property Appraiser's

intended for ad valorem tax purposes only and should not be applicable in prior or subsequent years. By requesting such Likewise, data provided regarding one tax year may not be data, you hereby understand and agree that the data is

Date Created: July 1, 2010 1:44 PM

KW Brusiness Stud Womentest

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS (in order of routing):

EVENTS (INITIAL SIG	NOFF):	•
Munic Katch to SIGNATURE	<u>648∂</u> 00 DATE	CONDITIONS/RESTRICTIONS: Please return this Cover with approval of event.
PUBLIC WORKS		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
POLICE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
KWDOT/PORT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
CODE COMPLIANCE		
		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
EVENTS: REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)

: KW Brusiness Guild Womentest

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS (in order of routing):

EVENTS (INITIAL SIGNOFF):	,
Muli Katulf 6-38-2010 SIGNATURE DATE	CONDITIONS/RESTRICTIONS: Plase return this cover with approval of event.
PUBLIC WORKS	Key back - up CONDITIONS/RESTRICTIONS:
SIGNATURE DATE	
POLICE DEPARTMENT	CONDITIONS/RESTRICTIONS:
SIGNATURE DATE	
FIRE DEPARTMENT	CONDITIONS/RESTRICTIONS:
SIGNATURE DATE	
KWDOT/PORT	CONDITIONS/RESTRICTIONS:
SIGNATURE DATE	
CODE COMPLIANCE	
SIGNATURE DATE	CONDITIONS/RESTRICTIONS:
EVENTS: REQUEST HAS BEEN APPROVED DENIED	(if denied attach explanation)

3052928205 KW Paramas Kuid Warerday

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS (in order of routing):

EVENTS (INITIAL SIG	NOFF):	4
Mana Ratch to SIGNATURE	/ <u>6-28-2</u> 00 DATE	CONDITIONS/RESTRICTIONS: Please return this Cover with approval of event.
PUBLIC WORKS		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
POLICE DEPARTMENT SIGNATURE	DATE -	CONDITIONS/RESTRICTIONS: NO AL STREET SALES. UNLES ART DERMIT SOTAR NEW WILL SLAFF EVENT
FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
KWDOT/PORT		CONDITIONS/RESTRICTIONS:
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CODE COMPLIANCE		
		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
EVENTS: REQUEST HAS BEEN	APPROVED	(if denied attach explanation)

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CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS (in order of routing):

EVENTS (INITIAL SIGNATURE PUBLIC WORKS	NOFF): <u>648-3</u> 010 DATE	CONDITIONS/RESTRICTIONS: Please return this Cover with approval of events freep back-up CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
POLICE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
FIRE DEPARTMENT SIGNATURE KWDOT/PORT	<u>07/65/20</u> 10 DATE	CONDITIONS/RESTRICTIONS: ANY COOKING/FRYING NOODS TO be inspective by Fire Inspective by Event Responsibility At \$35.00 per hr. CONDITIONS/RESTRICTIONS:
SIGNATURE CODE COMPLIANCE	DATE	
SIGNATURE	DATE	CONDITIONS/RESTRICTIONS:
EVENTS: REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)

KW Brusiness Guild Wormentest

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS (in order of routing):

EVENTS (INITIAL SIC	JNOFF):	<u>.</u>
Mauri Ratulf SIGNATURE	<u>6 628-2010</u> DATE	CONDITIONS/RESTRICTIONS: Plase return this Cover With
PUBLIC WORKS		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
POLICE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
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SIGNATURE CODE COMPLIANCE	7-2-10 DATE	CONDITIONS/RESTRICTIONS:
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EVENTS: REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)

JUN 2 8 2010

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CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS (in order of routing):

EVENTS (INITIAL SIG	GNOFF):	
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PUBLIC WORKS SIGNATURE	DATE	CONDITIONS/RESTRICTIONS:
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SIGNATURE	DATE	•
FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
KWDOT/PORT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
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EVENTS: REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)