CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) Conch Republic Offshore Powerboat Racing Association (CROPBRA)
Address of Applicant(s) 500 Fleming Street, Key West, Fl. 33040
Phone Number of Applicant(s) 305-294-6100
Name of Non-Profits(s) Same as Above
Address of Non-Profit(s) Same as Above
Phone Number of Non-Profit(s) Same as Above
Amount of Percentage of Revenue Non-Profit(s) anticipates receiving \$1,000.00- Monroe County School
Date(s) of EventFriday, November 11, 2011
Hours of Operation7:00pm to 11:00pm
Estimated/anticipated number of persons per day30 race boats with tow vehicles / 3 NASCARS
Location of Event <u>Duval Street from Fleming Street to Front Street</u>
Street Closed _Duval Street from Fleming Street to Front Street
Detailed Description of EventDisplay of race boats and equipment and NASCARS for the public, event is free to the public. See the attached letters to the City Manager on event.
Noise exemption required: Yes No X Alcoholic beverages sold/served at event: Yes No X
The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/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.
Applicant(s) Signature September 1, 2011 Deta
Applicant(s) Signature Date

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

\$50.00

Date September 1, 2011				
Applicant NameConch Republic Offshore Powerboat Racing Association (CROPBRA)				
Applicant Address500 Fleming Street, Key West, Fl. 33040				
Applicant Phone Number 305-294-6100				
Event Name Key West World Championship Race – Welcome US and International Teams				
Event Address/Location Mole area of Truman Annex				
Date of Event November 7, 2011				
Nature of Event A welcome party for the US and International Teams to Key West and the race				
Profit Non Profit X				
Time(s) Request for Exemption 6:00pm to 10:00pm				
Number of Exemptions at this location this calenda				
Date of last exemption November 13, 2010				

City of Key West

*** CUSTOMER RECEIPT ***

Uper: KEYWMGM Type: OC Drawer: 1
Date: 9/14/11 45 Receipt no: 104281

Description Quantity Amount
SS SPECIAL EVENTS PAYMENTS
1.00 \$50.00

6/L account number:
00100003429300
00100001040000

SUPERBOAT NOISE EXEMPTION

[ender netai]

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 PROVIDE THAT MAJOR FESTIVAL SPONSORS APPLLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING TO HANDICAP-ACCISSIBLE BATHROOM FACILITIES: PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE

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

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

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

Sec. 6-26. Payment for city services.

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

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

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

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

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



⁽Coding: Added language is 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. A<u>a</u>t 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: FaneyFantasy 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.

43

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

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. Application(s) must provide comprehensive liability insurance insuring itself and the City against all claims of damages or injury to persons or property arising for any reason as a result of the activities associated with the special event permitted by the City. The insurance policy shall be written by a solvent insurance company in good standing and shall provide a minimum of \$1 million general liability. The policy shall show the City of Key Wastas an additional named insured.

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

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

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

 Sponsor's Signature
- 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

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

9.

City Commission.

Sponsor's Signature

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

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

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

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

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

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

 Sponsor's Signature

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

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

 Sponsor's Signature.
- 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

2011 BOAT RACES

Complete Checklist for Event Recycling City of Key West

0	Identify contact person at the festival responsible for working with recycling. Name of person: Phone number: 797-3355
0	Identify the recyclable commodities that will be used by the public and behind-the-scenes. AluminumGlass#1 Plastic#2 PlasticSteel Corrugated Cardboard Other:
0	Define the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughout event, I recycling container for every I trash barrels will be used). Amount of recycling and garbage containers needed: You fact Plus Minimum Roller
0	Management. 305 296-2825. Arrangements made:
0	Capacity of containers on grounds: 35 gac Tansh + Ray & Contact person for containers: G.S. Phone #: 797.3355
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. Clear Fire Roce C Black For Trans.
0	Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container. Arrangements made:
0	Arrange for pick-up of the recyclables. The agency providing containers will often take the materials for recycling. In other cases, arrange for the materials to be taken to a recycling facility. Arrangements made:
0	Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Inform them that signs will be posted in their areas. LARRY
0	Oversee the delivery of containers and placement of signs. LARRY
0	Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

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

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



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.

SUPER BOATS INTERNATIONAL PRODUCTIONS, INC. 1323 20TH TER. KEY WEST, FL 33040

PAY TO THE ORDER OF

City of Key West

One Thousand Only*****

Key West, Fl. 33041-1409 City of Key West P. O. Box 1409

MEMO

Deposit Key West Worlds 2011

Deava G. Carlonnee

\$ **1,000.00

DOLLARS

Security Features Included

(E)

Details on Back.

9/19/2011

63-43/670

FIRST STATE BANK OF THE FLORIDA KEYS KEY WEST, FLORIDA 33040

6198



September 1, 2011

Jim Scholl Key West City Manager 525 Angela Street Key West, Fl. 33040

Dear Mr. Scholl,

I want to thank you and your staff for the support and efforts put forth for the World Championship race and would like to request your assistance again for this years powerboat races.

The Conch Republic Offshore Powerboat Racing Association (CROPBRA) is producing the World Championship Races in Key West, beginning November 6th through 13th, with three (3) days of racing (November 9th, 11th and 13th). The racecourse will go into the Key West harbor. It is expected that we will have a minimum of 70 boats with support vehicles. Super Boat International Productions, Inc. (SBIP) is conducting the race and responsible for the race event. The race is sanctioned by Super Boat International Productions, Inc.

CROPBRA is requesting the assistance of the City in securing the use of the Truman Annex and "Outer Mole" for the races. We would use this area as the dry pit, wet pit, launch site, hospitality, parking, and associated attractions accommodating the activities in one grand display.

As requested in past years by the US Coast Guard Group Key West, has required CROPBRA to giving you the scheduled time of each race for the World Championship:

Race times:

November 9 th	- 1st race at 10:00am	2 nd race at 12:30pm	3 rd race at 2:00pm
November 11 th	- 1st race at 10:00am	2 nd race at 12:30pm	3 rd race at 2:00pm
November 13 th	- 1st race at 10:00am	2 nd race at 12:30pm	3 rd race at 2:00pm

The Key West Harbor restrictions:

Closed from 9:00am to 11:30am Open from 11:30am to 12:30pm for commercial traffic Close again from 12:30pm to approximately 4:30pm We are also asking that there will not be any cruise ships in the harbor on the dates of November 9th, 11th and 13th.

Thank you again for all of your time and effort.

Sincerely,

Larry Bleil, President

Conch Republic Offshore Racing Association

Encl: Tentative Schedule of Events

Race Course

31st Annual



KEY WEST **World Championship**



SCHEDULE OF EVENTS

NOVEMBER 6th , 2011 (Sunday)

Race Village Open - Race Boats on Display -Truman Annex - End of Southard St. 9am - 5pm

Racer Registration - Truman Annex 9am - 3pm

9am - 3pm Passes - Credentials - Truman Annex Entrance

Boat Parade - Duval St. 4pm

NOVEMBER 7th , 2011 (Monday)

MANDATORY DRIVERS MEETING - Key West Marriott Beachside Hotel - 3841 8:30am

N. Roosevelt Blvd.

Race Village Open - Race Boats on Display - Truman Annex 9am - 5pm

Race Boat Inspections: Truman Annex 11am - 5pm Racer Registration: Truman Annex 11am - 5pm

12pm - 3pm Water test /Dunkers: TBA

Passes - Credentials: Truman Annex Entrance 9am - 5pm

Welcome Party for Racers: Truman Annex- Outer Mole NOSe Exemption Affached 6pm - 9pm

NOVEMBER 8th , 2011 (Tuesday)

Race Village Open - Race Boats On Display - Truman Annex 9am - 5pm

9am - 5pm Race Boat Inspections: Truman Annex

Launching: Truman Annex 9am - 5pm

9am - 5pm Racer Registration: Truman Annex

Testing for Race Boats: Off Truman Annex 9am - 5pm Passes - Credentials: Truman Annex Entrance 9am - 5pm

10am - 5pm Race Boat Fueling: Truman Annex

NOVEMBER 9th , 2011 (Wednesday) Race Day #1

Racer Physicals: Truman Annex - Registration Tent 6:30am-7:30am

Race Village Open: Race Boats on Display - Truman Annex 7am -5pm

7am - 4pm Passes - Credentials: Truman Annex Entrance

Race Morning Drivers Meeting: Truman Annex Registration Tent 8am

CLOSED REGISTRATION: CLOSED

Launching & Recovery: Truman Annex 7am -5pm

Fueling: Truman Annex 8am -1pm

FAA Meeting: Island City Flying 9am

Start of 1st Race - Off Truman Annex 10am Harbor Open for Commercial Traffic 11:30 -12:30

Start of 2nd Race - Off Truman Annex 12:30pm Start of 3rd Race - Off Truman Annex 2pm

Racers Party- Mel Fishers Treasures - 200 Green St. 6pm-8pm

"To be the Best you have to

John Carbonell, President - Super Boat International Productions, Inc. ® 1323 20th Terrace, Key West, FL 33040 • Ph 305-296-6166 • Fax 305-296-9770 Web Site: www.superboat.com • E-Mail: superboatracing@gmail.com

31st Annual



KEY WEST World Championship



SCHEDULE OF EVENTS

NOVEMBER 10th , 2011 (Thursday)

9am - 5pm Race Village Open – Race Boats on Display – Truman Annex

9am – 5pm Launching: Truman Annex

9am – 3pm Racer Registration: Truman Annex

10am - 2pm Water Test/Dunkers: TBA

9am – 5pm Testing for Race Boats : Off Truman Annex
9am – 5pm Passes - Credentials: Truman Annex Entrance

10am – 5pm Fueling: Truman Annex

NOVEMBER 11th, 2011 (Friday) Race Day #2

6:30am-7:30am Racer Physicals: Truman Annex - Registration Tent

7am –5pm Race Village Open: Race Boats on Display - Truman Annex

7am – 4pm Passes - Credentials: Truman Annex Entrance

7am -5pm Launching & Recovery: Truman Annex

8am Race Morning Drivers Meeting: Truman Annex Registration Tent

CLOSED REGISTRATION: CLOSED

8am -1pm Fueling: Truman Annex

9am FAA Meeting: Island City Flying

10am Start of 1st Race – Off Truman Annex 11:30 -12:30 Harbor Open for Commercial Traffic

12:30pm Start of 2nd Race – Off Truman Annex

2pm Start of 3rd Race – Off Truman Annex

6pm -10pm Duval Street Party

NOVEMBER 12th, 2011 (Saturday)

9am – 5pm Race Village Open – Race Boats on Display – Truman Annex

9am – 5pm Launching: Truman Annex

9am – 3pm Racer Registration – Truman Annex

9am – 5pm Passes-Credentials – Truman Annex Entrance
9am – 5pm Testing for Race Boats – Off Truman Annex

10am - 5pm Race Boat Fueling - Truman Annex

7pm-10pm Racer Party – Hard Rock Café 313 Duval Street

NOVEMBER 13th, 2011 (Sunday) Race Day #3

6:30am-7:30am Racer Physicals: Truman Annex – Registration Tent

7am –5pm Race Village Open: Race Boats on Display - Truman Annex

7am – 4pm Passes - Credentials: Truman Annex Entrance

7am -5pm Launching & Recovery: Truman Annex

8am Race Morning Drivers Meeting: Truman Annex

Registration Tent

"To be the Best you have to Win in Key West"

John Carbonell, President - Super Boat International Productions, Inc. ® 1323 20th Terrace, Key West, FL 33040 • Ph 305-296-6166 • Fax 305-296-9770 Web Site: www.superboat.com • E-Mail: superboatracing@gmail.com

31st Annual



KEY WEST World Championship



SCHEDULE OF EVENTS

NOVEMBER 13th, 2011 (Sunday) (Race Day #3 Continued)

CLOSED REGISTRATION: CLOSED

8am -1pm Fueling: Truman Annex

9am FAA Meeting: Island City Flying

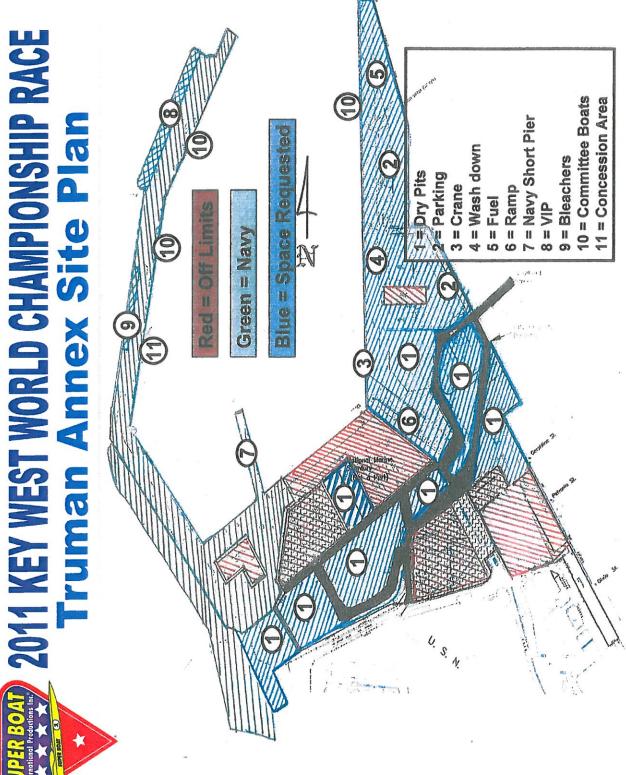
10am Start of 1st Race – Off Truman Annex

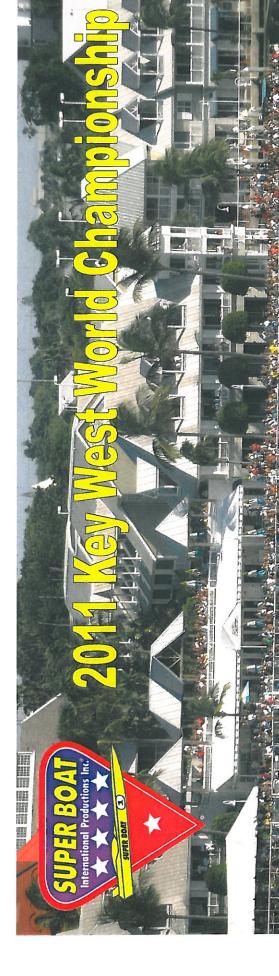
11:30 -12:30 Harbor Open for Commercial Traffic

12:30pm Start of 2nd Race – Off Truman Annex
2nm Start of 3rd Race – Off Truman Annex

2pm Start of 3¹⁰ Race – Off Truman Annex 7pm – 9pm Awards Presentations: Key West Marriott Beachside Hotel

Credential or VIP pass





ris saincreasine and competer

2 = Parking - This is for spectator parking

Stane = Where race boats will be put in the water - RESTRICTED

4 = Wash down - Race boats to wash down

Fuel - Where race boats fuel - RESTRICTED

Ramp – Some of the race boats will ramp into the water

Navy Short Pier – I'f available to use on race day to help w

as the crane in

8 = VIP - Outer Mole

9 = Bleachers - Outer Mole

= Committee Boats - Yachts that are part of the race, they will park East Quay wall on off days and the Inner Outer Mole on race de

= Concessions - The concessions will be within the Dry Pit a days and move to the Outer Mole on race days



Superboat 750; Superboat 850; Super Cat

Manufacturer Production (P) P2, P3, P4

Superboat Stock (S); Super Vee Limited: Manufacturer Production (P) P1





4 ¾ laps

3 ¾ laps

30 Miles +/-23 Miles +/-

WORLD CHAMPIONSHIP



KEY WEST HARBOR OPENS FROM 11:30AM TO 12:30PM

Event Sanctioned by: Super Boat International Productions, Inc.



rey West



WORLD CHAMPIONSHIP



TURN 1	N 24*32.140	W 81*50.322
TURN 2	N 24*32.387	W 81*48.902
TURN 3	N 24*33.907 N 24*33.898	W 81*48.409 W 81*48.364
FINISH	N 24*33.237	W 81-48.780
DESIGNATED SPECTATOR AREA	N 24*33.862 N 24*33.680 N 24*33.608 N 24*33.437	W 81*48.570 W 81*48.734 W 81*48.821 W 81*49.035

PRIME VIEWING - RACE VILLAGE TRUMAN ANNEX, END OF SOUTHARD STREET

RACE #1 - 10AM	RACE #2 - 12:30PM	RACE #3 - 2PM

RACE CLASSES AND DISTANCE - 6.2 +/- MILES EACH LAP

Superboat Unlimited; Superboat V Unlimited; Superboat V Extreme; Turbine; Superboat 750; Superboat 850; Super Cat	81 Miles +/-	12 ¾ laps
Manufacturer Production (P) P1	60 Miles +/-	9 ¾ laps
Superboat Stock (S); Super Vee Limited	55 Miles +/-	8 ¾ laps
Manufacturer Production (P) P2, P3, P4	48 Miles +/-	7 ¾ laps

KEY WEST HARBOR OPENS FROM 11:30AM TO 12:30PM

Event Sanctioned by: Super Boat International Productions, Inc.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2011

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

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

		mouto merder in med er edem ende		.0	7.						
PRODUCER CONTACT NAME:											
Rand Sports & Entertainment Insurance, Inc.			PHONE (A/C, No, Ext): 386.672.4260 FAX (A/C, No): 386.672.4630								
400 South Atlantic Avenue			E-MAIL ADDRESS:								
Su	iite	e 101				7.5511		ISURER(S) AFFO	RDING COVERAGE		NAIC#
		nd Beach, FL 32176-7142				INSURI			ire Ins. Co.		TO II
1500000		Super Boat Internation	al I	Prod	luctions. Inc.		AV		Accident & Heal	th	
"		1323 20th Terrace			accions, inci	INSURI		15 010001	Accident a near		
ı						INSURI					+
Key West, FL 33040						-					
						INSUR	ER E :				+
乚						INSURI	ERF:				
					E NUMBER: 11-12 MAS				REVISION NUMBER:		
II C	NDIC ERT XCL	IS TO CERTIFY THAT THE POLICIES CATED. NOTWITHSTANDING ANY RE FIFICATE MAY BE ISSUED OR MAY PE USIONS AND CONDITIONS OF SUCH	QUIR RTA POL	EMEN IN, TH ICIES.	NT, TERM OR CONDITION O HE INSURANCE AFFORDED LIMITS SHOWN MAY HAVE	F ANY (BY THE	CONTRACT O POLICIES DE REDUCED BY	R OTHER DOO SCRIBED HER PAID CLAIMS	CUMENT WITH RESPECT REIN IS SUBJECT TO ALL	TO WH	ICH THIS
INSF		TYPE OF INSURANCE		SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
	_	NERAL LIABILITY		1		28-00		04/10/2012	EACH OCCURRENCE	\$	1,000,000
	X	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
		CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	Excluded
A	X							1	PERSONAL & ADV INJURY	\$	1,000,000
	X								GENERAL AGGREGATE	s	2,000,000
		N'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	+	1,000,000
l	GEI	POLICY PRO- LOC		1	1				FRODUCTS - COMPTOF AGG	\$	1,000,000
⊢	Δ11	TOMOBILE LIABILITY	-						COMBINED SINGLE LIMIT		
	-	1			1				(Ea accident) BODILY INJURY (Per person)	\$	
		ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (Per accident)	-	
	L	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE		
		HIRED AUTOS AUTOS							(Per accident)	\$	
										\$	
		UMBRELLA LIAB X OCCUR			EX006	75-01	04/10/2011	04/10/2012	EACH OCCURRENCE	\$	4,000,000
Α		EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	4,000,000
		DED X RETENTION\$								\$	
		PRKERS COMPENSATION D EMPLOYERS' LIABILITY							WC STATU- OTH- TORY LIMITS ER		
	ANY	Y PROPRIETOR/PARTNER/EXECUTIVE	N/A	1					E.L. EACH ACCIDENT	\$	
	(Ma	FICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
		es, describe under SCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
	Par	rticipant Accident			USC	O-TBA	04/10/2011	04/10/2012	Medical 50,000	, ADI	0 10,000
В					20.00				DED		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)											
			•								
C			T a.	1	d oc Addittions] T.						
Certificate Holder Listed is Included as Additional Insured.											
											4
CE	RTIF	FICATE HOLDER			т	CANC	ELLATION		****		
						THE E	XPIRATION DAT		BED POLICIES BE CANCELLED TICE WILL BE DELIVERED IN VISIONS.	BEFORE	1
					ł	AUTHOR	RIZED REPRESE	NTATIVE	00 -	2 -	
	City of Key West								Jan 70	0	

(Landowner)

John Rand/SHELLE



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

PUBLIC NOTICE

THIS IS TO NOTIFY YOU THAT CONCH REPUBLIC OFFSHORE

POWERBOAT RACING ASSOCIATION 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 MONDAY, NOVEMBER 7, 2011 FROM 6:00 P.M.

TO 10:00 P.M. AT THE MOLE PIER WHICH IS LOCATED WITHIN 100 FEET OF

YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT

THE CITY COMMISSION MEETING ON OCTOBER 5, 2011, 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.



SUPER BOAT INTERNATIONAL PRODUCTIONS, INC.

1323 20th Terrace Key West, Fl. 33040 305-396-6166 September 19, 2011

To Whom It May Concern:

This letters serves as confirmation that each year the Key West World Championship race host **Marine Students from Monroe County Schools** during the Wednesday race. The students are treated to the VIP area for lunch that day. There are approximately 100 to 150 students each year. The cost for the food is about \$10 per student.

In 2010 there was 130 Students that attended the Wednesday race.

The race is expected to have the Marine Students from Monroe County Schools again this year.

The class uses the race to talk to the racers and learn new innovative things along with research and development in marine propulsion.

John Carbonell, President

Super Boat International



KEY WEST WORLD CHAMPIONSHP 2010 INCOME/EXPENSE REPORT

Total Expenses	\$	(474,582.56)
Sales Tax	\$	(6,768.93)
Trophies	\$	(7,239.77)
T-Shirt Cost	\$	(5,730.66)
T-shirts give-a-ways (250 @\$5.00)	\$	(1,250.00)
2009 Loss	\$	(21,161.55)
2008 Loss	\$ \$ \$ \$ \$	(33,444.23)
Prior Year Loss **		1 1 2 2 3 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3
Tent Rental - Drivers Meeting/Hospitality	\$	(3,350.00)
Parties	\$ \$	(3,001.40)
Hospitality VIP area on race days	\$	(25,787.99)
Meetings/Parties:		
Lodging	\$	(244.18)
Prize Money	\$ \$ \$	(44,400.00)
Printing/Supplies	\$	(4,510.93)
Postage/Express Mail		(250.00)
Phone	\$	(1,430.35)
Utilities:	•	(.=,520.10)
Tents	\$	(12,625.70)
Course Boat	\$	(1,297.20)
Equipment	Ψ	(1,200.00)
Docks	\$	(1,200.00)
Equipment Rental:	Ψ	(0,718.07)
Security Fence	\$ \$	(29,130.00) (6,719.07)
Portable Potties	œ.	(20.420.00)
MWR - Navy Concession Fee	\$	(4,000.00)
Land - City	\$	(6,495.55)
Land - State Park	\$	(1,075.00)
Garbage	\$ \$ \$ \$.,
Fire Department	\$	(1,890.00)
City Services / Other:		
Helicopters (2 Medical, 1 TV, 1 Manatee)	\$	(37,730.00)
Miscellaneous	\$	(1,142.59)
Bleachers	\$	(7,566.88)
Commissions	* * * * * * * *	(17,777.00)
Donation - Street Party	\$	-
Cranes (2) two	\$	(12,362.00)
ID Badges	\$	(2,704.10)
Super Boat Int'l	\$	(75,000.00)
Sanction Fees:		
Insurance (4M-1M-50T-10T) extimate	\$	(15,000.00)
Car Rental	\$ \$ \$	(955.08)
Air	\$	(1,156.80)
Land	\$	(5,775.24)
Travel:	•	(0,000.00)
Legal	s	(3,000.00)
Staff Food - Volunteer Work	\$ \$ \$	(8,730.00)
Site Medical Salary	\$	(15,750.00)
Site Staff Salary	•	(20,959.00)
Radio Salaries:	Ф	(1,000.00)
Filming/Talent	\$	(2,400.00)
Public Relations	\$	(3,125.00)
Promotional Designs	\$	(1,218.00)
Race Program	\$ \$ \$ \$ \$ \$ \$	(17,028.36)
Pre-event Advertising	\$	(1,200.00)
Advertising / Marketing	_=	
Expenses:	Am	ount Paid 2010



KEY WEST WORLD CHAMPIONSHP 2010 INCOME/EXPENSE REPORT

Income:	Amount Collected 2010			
Sponsorship:				
Trophy	\$	21,000.00		
Duval Street	\$	9,300.00		
Credentials:				
Guese/Day Passes	\$	76,961.00		
VIP	\$ \$	36,641.60		
Parking	\$	12,815.00		
Tent Rental:				
Race Boats in Dry Pits	\$	32,052.00		
Corporate Hospitality	\$	=		
Sales Tax	\$ \$	6,883.65		
Concession	\$	24,363.50		
Merchandise Sales				
T-Shirts	\$	21,134.80		
Race Program Ads	\$ \$ \$	15,771.92		
Race Boat Entry Fees	\$	75,650.00		
TDC Funding		115,000.00		
Total Income	\$	447,573.47		
D. CH.	\$	(27,009.09)		
Profit/Loss	P	(27,009.09)		

^{**} We were able to reduce our loss from 2008 and 2009 by \$27,596.69 $\,$

ATTACHMENT A

LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY LICENSE NUMBER								
THIS LICENSE TO USE CITY OF KEY WEST PROPERTY HEREIN DESCRIBED IS ISSUED BY THE CITY OF KEY WEST TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERM AND CONDITIONS SET FORTH BELOW, AND ON ATTACHMENTS B, C, D, E AND F, BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS, AND GENERAL PROVISIONS.					04-			
1. Property Locati	on				2. DATI	ES COVERED		
KEY WEST, FLO	RIDA				FROM	11-1-11	TO: 11-17-11	
					UMBERS WH	IERE APPROPRIATE)		
4. PURPOSE OF						ioned by Super Boat I	nternational Produ	ctions, Inc.
5. LICENSOR			5a CITY REF	PRESENTA	ATIVE (TITL	E AND ADDRESS)	11 11 11 11 11	
CITY OF KEY W	EST		DOUG BRAD	SHAW, L	RA PROJEC	T MANAGER, P.O. E	OX 1409, KEY WE	CST, FL 33041
6. LICENSEE (NAMED AND ADDRESS) Conch Republic Offshore Powerboat Racing Association 500 Fleming Street Key West, Fl 33040 6a. LICENSEE REPRESENTATIVE (NAME AND ADDRESS) Larry Bleil, President CROPBRA 500 Fleming Street Key West, Fl 33040					RESS)			
	П					YABLE IN ADVANCI IE" UNDER ITEM 7a		
a. AMOUNT	b. FREQUE		c. FIRST I			d. TO (MAILING		
PAYMENTS DUE Submitted with License			se	LRA office at P.O. I	Box 1409, Key West, 33041-1409	FL		
8. ADDITIONAL CHARGES FOR USE OF PROPERTY (IF NOT CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITMES 8a "AMOUNT"								
a. AMOUNT	b. FREQUE		c. FIRST D			d. TO (MAILING A		
[18] [18] - [18] [18] [18] [18] [18] [18] [18] [18]	PAYMENTS		Submitted	with Licens	se	LRA office at P.O. E		FL
	A MAG	9. 1	INSURNACE I	REQUIRE	D AT EXPEN	ISE OF LICENSE	33041-1407	
(IF ANV (OR ALL INS	TIRANCE REGIII	DEMENTS H	AVE REE	JWAIVED	ENTER "NONE" IN «	h c OR d AS API	PROPRIATE)
(IF ANY OR ALL INSURANCE REQUIREMENTS HAVE BEEN WAIVED, ENTER "NONE" IN 2, b, c, OR d AS APPROPRIATE) TYPE MINIMUM AMOUNT TYPE MINIMUM AMOUNT								
## 1865 F. B.		PER PERSONAL INJURY PER PERSON SEE		SEE AT	TTACHMENT B			
COVERAGE b. THIRD PARTY SEE ATTACHMENT B d. THIRD P			PARTY PERONAL INJURY SEE ATTACHMENT B		TTACHMENT B			
PROPERTY DAMAGE PER ACCIDENT 10. GENERAL CONDITIONS (SEE ATTACHED)								
Licensee shall carry (A) COMPRESENSIVE AUTOMOBILE INSURANCE AND VEHICLE LIABILITY INSURANCE FOR OWNED AND NON-OWNED VEHICLES COVERING CLAIMS FOR INJURIES TO MEMBERS OF THE PUBLIC AND/OR DAMAGES TO PROPERTY OF OTHERS ARISING FROM USE OF MOTOR VEHICLES INCLUDING ONSITE AND OFFSITE OPERATION WITH LIMITS OF ONE MILLION DOLLARS EACH OCCURRENCE AND THREE MILLION DOLLARS ANNUAL AGGREGATE (B) COMMERCIAL GENERAL LIABILITY COVERAGE IN THE AMOUNT OF 1 MILLION DOLLARS/OCCURRENCE AND 2 MILLION DOLLARS ANNUAL AGGREGATE FOR THE TERM OF THE LICENSE. LICENSE IS FURTHER SUBJECT TO THE PREVISIONS IN ATTACHMENT B, C, D, E, AND F.								
11. EXECUTION OF LICENSE								
FOR		NAME AND	TITLE	B	Y	SIGNATURE		DATE
CITY OF KEY WEST	TY OF KEY WEST MR JIM SCHOLL, CITY MANAGER			2084 2011				
LICENSEE	LARRY B	LEIL, PRESIDEN	T CROPBRA				1	9/1/11

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE

ATTACHMENT B: GENERAL CONDITIONS

- The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- D. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- C. The use shall be limited to the purposes specified herein. Licensor does not warrant or represent that the property is safe or suitable for the purpose for which Licensee intends to use it, and Licensee assumes all risks in its use.
- d. This License shall be neither assignable nor transferable by the Licensee.
- C. If utilities and services are furnished to the Licensee during License period, the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.
- f. The Licensee, at its own cost and expense shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determine by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection preservation or repair, the Licensee shall pay to the Licensor its proportionate share on demand.
- g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License.
- h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required for the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to City of Key-West property shall name the Licensee and the City of Key West, as the insured and shall contain a loss payable clause reading substantially as follows: "Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the City of Key West and the proceeds shall be payable to the City of Key West". In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the City of Key West for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor and such excess of cost shall be reimbursed to the Licensec by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement,

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

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



ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

- The City identifies a single Point of Contact, Mr. Doug Bradshaw, Port Project Manager of Key West, phone (305) 809-3792 or Cell (305) 797-8361, who will provide license provision oversight and enforcement for the full term of the license.
- 2. Prior to use of the premises Licensee must provide a \$\frac{10,000}{000}\$ refundable deposit and a \$\frac{5,000,000}{000}\$ nonrefundable payment for use of the property. This payment shall be delivered to the Port office at P.O Box 6434, Key West, FL 33041-6434. All checks shall be made payable to Licensor. Utilities used by Licensee will be charged at current rates. Any additional costs that will be incurred by the City (security, fire protection, public works, Navy, etc.) must be paid to the City to those departments. Assignment of damage cost or noncompliance penalties will be at the discretion of the City of Key West. Additional charges may be made after the activity if required.
- All utility use must be coordinated through Doug Bradshaw. Any modification to utilities to support the activity will be at the sole cost of the Licensee.
- 4. Licensee is responsible for obtaining necessary permits required by any other agencies pertaining to this event such as Federal, State, Local, Coast Guard, Navy, Marine Sanctuary, etc. and is responsible of providing proof of permit prior to entering into an agreement with the City of Key West.
- Licensee must provide the City with a detailed schedule for activities.
- The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. without prior approval by Licensor.
- No generators associated with the event shall operate after 6 p.m. and before 8 a.m.
- The leased site must be maintained in an orderly and neat condition. Licensor may request Licensee to improve conditions of site within reason if conditions become unacceptable.
- The Licensee shall notify the Truman Annex Master Property Owner's Association (TAMPOA) at least 30-days prior to the activity.
- Ingress/egress by the licensee shall be coordinated with the Licensor.
- 11. The Licensee must provide or ensure 24-hour security for the licensed area either thru security guard or by fencing with locking gates.
- City of Key West personnel shall be allowed access to the site at all times.
- Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.

Initials of Applicant

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



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION

Key West World Championship Races November 1 - 17, 2011

I John Carbonell, President being authorized to act on behalf of and legally bind Super Boat International Productions, 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, limited to, the sale and dispensing of alcoholic beverages, or otherwise arising from the actions of their members, licensees, customers, quest, 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	Signature of Applicant
Jane Cormack Print Name	John W. Carbonell, III Print Name
September 2, 2011	September 2, 2011
Date	Date



KEY WEST FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

Please Check All That Apply To This Event

Cooking
Deep Frying/Open Flame
☑ Charcoal Grill
☐ Gas Grill
☐ Food Warming Only
☑ Catered Food
Plan for Cooking Oil Disposal
☐ No Cooking on Site
Electrical Power
☑ Generator
☑ 110 AC with Extension Cords
DC Power
Road Closure
☐ Map of Closed Road with Fire Lane & Vendor Booth(s) Locations
Tents (More Than 200 SqFt.)
☐ Flame Resistance Certificate Navas Party Productions
Size, Type, Location of Tent(s) 10 X 10 up to 40 X 60
Food Booths
✓ Food Booths – Total # 10 - 15
✓ Vendor Booths – Total # 5-10
□ Total Number of Booths - 15-25
Parade
☐ Floats — Total # n/a



Maria Ratcliff <mratclif@keywestcity.com>

Powerboat Races

5 messages

Maria Ratcliff <mratclif@keywestcity.com>

Mon, Sep 19, 2011 at 1:15 PM

To: Richard Sarver <rsarver@keywestcity.com>, Marcus Delvalle <mdelvalle@keywestcity.com>, Doug Bradshaw <dbradsha@keywestcity.com>

I still need the above mentioned department approvals for the Powerboat Races. Thanks

Maria Ratcliff
Executive Administrator to City Manager
and Special Events Coordinator
PH (305) 809-3881
Fax (305) 809-3886

Doug Bradshaw < dbradsha@keywestcity.com>

Mon, Sep 19, 2011 at 3:16 PM

To: Maria Ratcliff <mratclif@keywestcity.com>

There is no license included for the Truman Waterfront with deposit and usage fee amounts

Doug Bradshaw Senior Project Manager City of Key West Engineering/Port 305-809-3792 office 305-797-8361 Cell

[Quoted text hidden]

Maria Ratcliff <mratclif@keywestcity.com>

Mon, Sep 19, 2011 at 3:21 PM

To: Doug Bradshaw < dbradsha@keywestcity.com >

I do have the license agreement. Just don't like to send it. I will collect the user fee from them but do not have it as of yet. Larry signed the License agreement and Jim will sign it today. What else mister.

[Quoted text hidden]

Maria Ratcliff <mratclif@keywestcity.com>

To: Doug Bradshaw < dbradsha@keywestcity.com >

just sign the approval sheet and email it back. Geez

[Quoted text hidden]

Mon, Sep 19, 2011 at 3:22 PM

Doug Bradshaw < dbradsha@keywestcity.com>

To: Maria Ratcliff <mratclif@keywestcity.com>

Mon, Sep 19, 2011 at 3:24 PM

With this email I approve it.

Doug Bradshaw

World Championship Races

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL	L SIGNOFF):	CONDITIONS/RESTRUCTIONS
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THE CITY OF KEY WEST

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

To: Conch Republic Offshore Powerboat Racing Association

From: Division Chief/Fire Marshal Marcus del Valle

Date: September 19, 2011

Reference: Powerboat Race and Events

This office reviewed the special event application for the Conch Republic Offshore Powerboat Racing Association Race and events to be held November 7-13, 2011.

The following conditions apply:

- Any cooking that takes place on city property needs to have a Life Safety Inspection.
- Attached are the vendor regulations for special events.
- One lane needs to stay clear of obstructions on the Duval Street closure to allow emergency vehicle passage.
- Fire Hydrants cannot be blocked by any type of vehicle.
- Fueling and Fire Boat details will be as past races.
- Event coordinator is responsible for scheduling the inspection with this office.

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

Marcus del Valle, Fire Marshal

Key West Fire Department 1600 N. Roosevelt Blvd. Key West, Florida 33040 305-292-8179 Office 305-293-8399 Fax mdelvalle@keywestcity.com Serving the Southernmost City

FIRE

WEST

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World Championship Lace
Power boat Races
city of key west special events

DEPARTMENT APPROVALS

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World Championship Lace

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

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Routing Form 11/10

World Championship Race

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

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Routing Form 11/10

Maria Ratcliff <mratclif@keywestcity.com>

To: Steve Torrence <storrenc@keywestcity.com>

Thu, Sep 15, 2011 at 10:17 AM

Try again please and let me know if it still does not work. Thanks

[Quoted text hidden]

Steve Torrence <storrenc@keywestcity.com>

To: Maria Ratcliff <mratclif@keywestcity.com>

Thu, Sep 15, 2011 at 2:11 PM

I just resent it --- I think it went through this time ---

Steve

[Quoted text hidden]

Maria Ratcliff <mratclif@keywestcity.com>

To: Steve Torrence <storrenc@keywestcity.com>

What fax number are you using?

[Quoted text hidden]

Thu, Sep 15, 2011 at 2:18 PM

Steve Torrence <storrenc@keywestcity.com>

To: Maria Ratcliff <mratclif@keywestcity.com>

I got a no answer 809-3886

[Quoted text hidden]

Thu, Sep 15, 2011 at 2:27 PM

Maria Ratcliff <mratclif@keywestcity.com>

To: Steve Torrence <storrenc@keywestcity.com>

Thu, Sep 15, 2011 at 2:41 PM

I don't know why, I just received a fax from another person. Can you scan and send? [Quoted text hidden]

Jim Fitton <ifitton@keywestcity.com>

To: Maria Ratcliff <mratclif@keywestcity.com>

Fri, Sep 16, 2011 at 8:57 AM

I got it when I was on the road and couldn't open it, thanks for the reminder. No issues for P&T

Jim Fitton
Port and Transit Director
City of Key West
(305) 809-3795 office
(305) 725-6446 cell

From: Maria Ratcliff [mailto:mratclif@keywestcity.com]

Sent: Tuesday, September 13, 2011 3:23 PM

To: Richard Sarver; Steve Torrence; Marcus Delvalle; Jim Fitton; Jim Young; Doug Bradshaw

Subject: Powerboat Races

[Quoted text hidden]

RECEIVED

SEP 2 0 2011

CITY MANAGER

Key Wost Business Guild Muxer + Toy DRIVE

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

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World Championship Lace

SFP 2 0 2011

CITY MANAGER

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

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Routing Form 11/10

Key West World	Championship Race
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Event Name:

RECEIVED

SEP 0 7 2011

CITY MANAGER

Special Event Checklist

Everything must be checked off before submitting the special event application

X	TITLE	COMMENTS
Х	Special Event Application	
X	Noise Exemption (If applicable)	
X	\$50.00 for Noise	Check 6190
X	Ordinance initialed	
X	Recycling checklist completed	Waste Management to Supply
X	Recycling deposit \$1,000.00	
X	Recycling Plan	Waste Management to Supply
Χ	Authorization Letter for continuous cleaning of recycled area	Waste Management to Supply
X	Signatures of No Objection of Street closure (If applicable)	N/A
Х	Insurance naming the City as additional insured	
X	Financial of previous event (If applicable)	
X	Release & Idemnification Form	
Х	Site Map (where barricades, stages, etc are to go)	Site and Race Course
X	Letter from non profit that states they will be receiving the funds	They are the non profet

Deana - 296-6166