

Aug 1

**\*CITY OF KEY WEST  
APPLICATION FOR A SPECIAL EVENT PERMIT**

Name of Applicant(s) Southernmost BEACH CAFE

Address of Applicant(s) 1405 DEVAL ST

Phone Number of Applicant(s) 296-6577 x2510 Fax: \_\_\_\_\_ Email MP BASIC AT @ SOUTHERNMOST RESORTS.COM

Name of Non-Profit (s) KEY WEST SUNRISE ROTARY

Address of Non-Profit(s) P.O. BOX 2354 KEY WEST, FL 33040

Phone Number of Non-Profit(s) 305/295-5200

Amount or Percentage of Revenue Non-Profit(s) anticipates receiving All Profits 40% of REVENUE @ LEAST

Date/Dates of Event SEPTEMBER 4, 2010

Hours of Operation 4:00 PM - 8:00 PM

Estimated/anticipated number of persons per day 350

Location of Event 1405 DEVAL ST BEACH

Street Closed N/A

Detailed description of event BREWFEEST KEY WEST - BEER TASTING AND FOOD OF SEVERAL DIFFERENT

Noise exemption required: Yes \_\_\_\_\_ No X TRAMPS & STYLES  
Alcoholic beverages sold/served at event: Yes X No \_\_\_\_\_

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permittee agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all liability, claims for damages, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the city their agents or employees.

[Signature]  
Applicant's Signature

Date

\*(Financial statements of the event from the previous year must be attached and submitted along with special event application)

Revised for  
Third Reading  
11/19/02

ORDINANCE NO. 02-29

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES ENTITLED "AMUSEMENTS AND ENTERTAINMENT" BY AMENDING ARTICLE II PERTAINING TO SPECIAL EVENTS; AMENDING SECTION 6-26 TO REQUIRE A DOWN PAYMENT ON THE COST OF CITY SERVICES, TO ALLOW FOR INTEREST 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 MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED; AMENDING SECTION 6-58 TO PROVIDE THAT MAJOR FESTIVAL SPONSORS MAKE APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING TO 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:

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

**Sec. 6-26. Payment for city services.**

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

(b) The city manager shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment. If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is

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\*(Coding: Added language is underlined; deleted language is ~~struck through~~.)

established, then within thirty (30) days after the event the city may impose an interest charge on the amount due at the rate of one and one half percent (1-1/2%) per month.

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

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

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

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

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

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

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

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

**Sec. 6-56. Application.**

(a) Except as provided in section 6-58, At least 60 days prior to a proposed special event that will result in the closing of a public street, the sponsor shall submit an application to the city manager. An application may be made either by a tax-exempt nonprofit organization (nonprofit) or jointly by a nonprofit and a private person or business entity.

(b) If the city manager approves the application, he shall then schedule it for consideration by the city commission. However, if the special event proposes to close only one block, is intended to end prior to 9:00 p.m. on any day of the year, and does not seek either a fee cost waiver or a noise exemption, the city manager may give final approval to the application.

(c) Each application shall include the name of a sponsor's contact person and that person's 24-hour telephone number(s), in case of emergency.

Section 4. That section 6-57 of the Code of Ordinances is hereby amended as follows:

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

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

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

**Sec. 6-58. Major festival.**

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

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

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

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

**Sec. 6-61. Temporary bathroom facilities.**

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

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

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

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

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

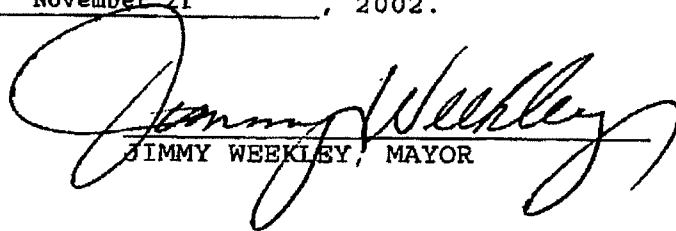
Read and passed on first reading at a regular meeting held this 16th day of October, 2002.

Read and passed on second reading at a regular meeting held this 6th day of November, 2002.

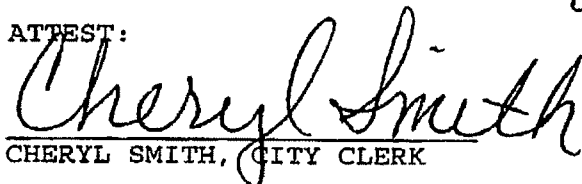
Read and passed on final reading at a regular meeting held this 19th day of November, 2002.

Authenticated by the presiding officer and Clerk of the Commission on 21st day of November, 2002.

Filed with the Clerk November 21, 2002.

  
JIMMY WEEKLEY, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK



# 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 West as an additional named insured. ✓  
Sponsor's Signature *MAMP Bell*
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 *MAMP Bell*
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. N/A  
Sponsor's Signature *MAMP Bell*
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 *MAMP Bell*
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 *MAMP Bell*

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 Mark P. Bell

N/A

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

Sponsor's Signature Mark P. Bell

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 Mark P. Bell

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 Mark P. Bell

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 Mark P. Bell

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 Mark P. Bell

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 Mark P. Bell

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 Mark P. Bell

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 W. and Beal

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 W. and Beal

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 W. and Beal

## Recycling Checklist and Final Report

Contact person in your group responsible for recycling MATT BABIKH phone 296-6577 x 2510

Waste hauling contact person to call to arrange for trash and recycling cans Marilyn 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 report. 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.

Gather all containers at end of your event grouping trash containers separate from the recyclable containers.

Designate someone to take photographs of the events recycling efforts and results.

## Final Report

Your written report should contain the following:

Strategies used during your event to promote recycling (provide examples of signage etc if possible)

Amount (weight) lbs of trash and recyclables which waste company will provide (you needed to request this prior)

Comments and Suggestions of what you would do different next time to achieve better results and suggestions to the city and waste hauling company for a smoother, easier more successful process and results.

PHOTOGRAPHS of your events recycling.

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

# Complete Checklist for Event Recycling City of Key West

- o Identify contact person at the festival responsible for working with recycling.  
Name of person: MATT BARICHA Phone number: 305/296-6577 x2510
- o 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:
- o 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 event, 1 recycling container for every three trash barrels may be used)  
Amount of recycling containers needed: 15
- o Arrange for recycling containers for the grounds and a large container (roll-off or festival box) and coordinate delivery and removal arrangements. Recycling containers may be ordered from Waste Management. 305 296-2825.  
Arrangements made: delivery of 15 recycle containers 9/3-9/6
- o Capacity of containers on grounds: 4 containers + cardboard compactor  
Contact person for containers: GEOFF SULLIVAN Phone #: 296-8297  
Marilyn Lara 797-3312
- o Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers.
- o 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.
- o Arrange for emptying of recycling containers during the event - from the containers on the grounds to the large container.  
Arrangements made: YES BY Cafe Employees
- o 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: 9/6 w/ WASTE MANAGEMENT
- o 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.
- o Oversee the delivery of containers and placement of signs.
- o 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.

- Monitor recycling containers for correct usage during the event and take actions to solve problems.

Problems: \_\_\_\_\_

Actions taken: All Hotel + Cafe STAFF will be knowledgeable of what to do.

- View trash barrels and note any recyclables in the trash. Take actions to solve problems.

Problems: \_\_\_\_\_

Actions taken: \_\_\_\_\_

- Take photos of event recycling, record data on volumes of recyclables and trash, and ask vendors and event organizers for comments about the program OK MS

Comments: \_\_\_\_\_

- Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.

At the end of the event, remove signs and arrange for their return to owners.

Place recycling containers in the pick-up location, as arranged with the providers of the containers.

Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels. OK MS

Amount of material: \_\_\_\_\_

Contamination: \_\_\_\_\_

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.

Security deposit of \$1000.00 prior to event ✓ 5033

Security deposit returned \_\_\_\_\_

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



**Commercial SERVICE AGREEMENT**  
NON HAZARDOUS WASTES

Renewal Contract   
SIC Code 7011  
Type of Business Hotels and Motels

**WM of the Florida Keys**  
125 Toppino Industrial Rd.

RocklandKey, FL 33040  
Phone: (305) 296-8297  
Fax:

**WM 77235135**

Customer Account No \_\_\_\_\_  
Reason Code NBT  
Effective Date 09/03/2010

Account Name: Southernmost Motel Brewfest Key West  
Service Address: 1405 Duval St  
  
City, Zip: Key West, FL 33040  
County/Parish: Monroe  
Tel #: 305-296-6577 Fax #: 305-295-5206  
Contact: Matt Babich 304-6708 E-Mail:

Billing Name: Southernmost Motel Brewfest Key West  
Billing Address: 1319 Duval St  
  
City, Zip: Key West, FL 33040  
County/Parish: Monroe  
Tel #: 305-296-6577 Fax #: 305-295-5206  
Contact: E-Mail:

**EQUIPMENT/SERVICE SPECIFICATIONS**

Qty	Freq	Occurs	On Call	Size	Equip	Recy	Temp	Lids	Wheels	Locks	Schedule & Route No.	Charge(s)
2	1	9	Yes	1.00	POL-PSE	No	Yes	No	No	No	Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun <input type="checkbox"/>	\$260.00 RatePer
1	1	9	Yes	1.00	POL-PCU	No	Yes	No	No	No	Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun <input type="checkbox"/>	\$130.00 RatePer

Map Code / Cross Street: PG1 A29

To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be inapplicable and not affect the validity of this agreement:

Container pull/push out required?	No
Container behind gate or enclosure?	No
Customer's Waste Materials does not exceed an average weight of	

\* A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/Environmental Charge can be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

If applicable to your account the Recycle Material Offset fee(RMO/RML) may 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 conditions.

SPECIAL INSTRUCTIONS  
RELATED ACCT# 990-2777/LIMIT \$900/M1/POL/SALES ID 111/DELIVER 3 PORT O LETS (2 REGULAR-1 HANDI CAP) ON 09-03-10/DELIVER IN AM/ CALL MATT @ 304-6708 FOR EXACT PLACEMENT INSTRUCTIONS/DNR 09-06-10/ANYTIME/

CUSTOMER DEPOSIT \_\_\_\_\_ TERM 1 month \_\_\_\_\_  
P.O. NUMBER \_\_\_\_\_  
JOB NUMBER \_\_\_\_\_  
RECEIPT REQUIRED? No \_\_\_\_\_ BILL TO ACCT # \_\_\_\_\_  
TAXABLE No \_\_\_\_\_ DISPOSAL SITE WMK \_\_\_\_\_

**SCHEDULE OF CHARGES**

Service Charge per Month	\$390.00
Casters/Locks	_____
Administrative Fee	_____
Extra Pick-up Charges Per Lift	_____
Extra Pick-up Charges Per Yard	_____
Extra Pick-up Charges Per Ton	_____
Hauling per Load	_____
Disposal per Ton	_____
Disposal per Load	_____
Total per Load	_____
Delivery Charge	\$75.00
Scheduled Charge	\$0.00
Removal Charge	\$0.00
Container Exchange Charge	\$0.00
Trip Charge	\$0.00
Franchise Fees	_____
Minimum Charge per Month	_____

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

TERMS: DUE UPON RECEIPT

CUSTOMER   
AUTHORIZED SIGNATURE \_\_\_\_\_ (DATE) 7/29/10  
NAME (PRINT OR TYPE) Matthew P. Babich (TITLE) GM

COMPANY   
AUTHORIZED SIGNATURE \_\_\_\_\_ (DATE) 07/27/10  
TERRITORY NUMBER 1098



**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 herein. 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, flammable, explosive, biomedical, 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 (36) 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.

3. **SERVICES GUARANTY.** If the Company fails to perform the services described within five business 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 less, 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 parties.

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 furnished 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 while 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 fee 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.

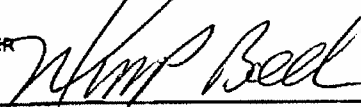

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal 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.

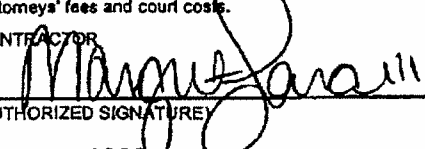
8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful 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 harmless 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 consequential, 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 delay 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.

CUSTOMER  
  
 \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)  
  
 \_\_\_\_\_  
 (TITLE)  
 7/29/10  
 \_\_\_\_\_  
 (DATE)

CONTRACTOR  
  
 \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)  
 1098  
 \_\_\_\_\_  
 TERRITORY NUMBER  
 \_\_\_\_\_  
 (DATE)





**Commercial SERVICE AGREEMENT**  
NON HAZARDOUS WASTES

Renewal Contract   
SIC Code 7011  
Type of Business Hotels and Motels

**WM of the Florida Keys**  
125 Tappino Industrial Rd.

Rockland Key, FL 33040  
Phone: (305) 296-8297  
Fax:

**WM 77235199**  
Customer Account No \_\_\_\_\_  
Reason Code NBT  
Effective Date 09/03/2010

Account Name: Southernmost Motel Brewfest Key West (Y)  
Service Address: 1405 Duval St  
  
City, Zip: Key West, FL 33040  
County/Parish: Monroe  
Tel #: 305-296-6577 Fax #: 305-295-5206  
Contact: Matt Babich 304-6708 E-Mail:

Billing Name: Southernmost Motel Brewfest Key West (Y)  
Billing Address: 1319 Duval St  
  
City, Zip: Key West, FL 33040  
County/Parish: Monroe  
Tel #: 305-296-6577 Fax #: 305-295-5206  
Contact: E-Mail:

**EQUIPMENT/SERVICE SPECIFICATIONS**

Qty	Freq	Occurs	On Call	Size	Equip	Recy	Temp	Lids	Wheels	Locks	Schedule & Route No.	Charge(s)
15	1	9	Yes	32.00	RLY-IZ1	Yes	Yes	Yes	Yes	No	Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun <input type="checkbox"/>	\$38.40 RatePer

Map Code / Cross Street: PG1 A29

To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be inapplicable and not affect the validity of this agreement:

Container pull/push out required?	No
Container behind gate or enclosure?	No
Customer's Waste Materials does not exceed an average weight of	

\* A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/Environmental Charge can be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

If applicable to your account the Recycle Material Offset fee(RMD/RML) may 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 conditions.

RELATED ACCT #990-2777/LIMIT \$300/M1/RECYCLE/SALES ID 1117 DELIVER 15/57 GALLON TOTES FOR RECYCLING ON 09-03-10/DELIVER IN AM/CALL MATT @ 304-6708 FOR PLACEMENT INSTRUCTIONS/DNR 09-06-10/

CUSTOMER DEPOSIT \_\_\_\_\_ TERM 1 month \_\_\_\_\_  
P.O. NUMBER \_\_\_\_\_  
JOB NUMBER \_\_\_\_\_  
RECEIPT REQUIRED? No BILL TO ACCT # \_\_\_\_\_  
TAXABLE No DISPOSAL SITE SWE

**SCHEDULE OF CHARGES**

Service Charge per Month	\$38.40
Casters/Locks	
Administrative Fee	
Extra Pick-up Charges Per Lift	
Extra Pick-up Charges Per Yard	
Extra Pick-up Charges Per Ton	
Hauling per Load	
Disposal per Ton	
Disposal per Load	
Total per Load	
Delivery Charge	\$0.00
Scheduled Charge	\$0.00
Removal Charge	\$0.00
Container Exchange Charge	\$0.00
Trip Charge	\$0.00
Franchise Fees	
Minimum Charge per Month	

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

TERMS: DUE UPON RECEIPT

CUSTOMER  
  
(AUTHORIZED SIGNATURE) (DATE) 7/24/10  
MATT B. BABICH (TITLE)

COMPAN  
  
(AUTHORIZED SIGNATURE) (DATE) 07/27/10  
TERRITORY NUMBER



# 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 herein. 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, flammable, explosive, biomedical, 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 (36) 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.

3. **SERVICES GUARANTY.** If the Company fails to perform the services described within five business 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 less, 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 parties.

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 furnished 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 while 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 fee 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.

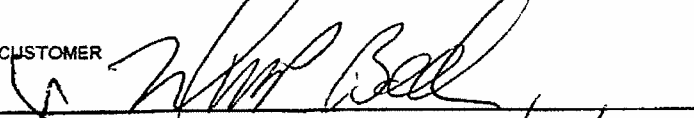
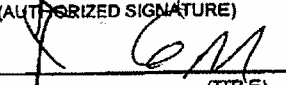

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal 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.

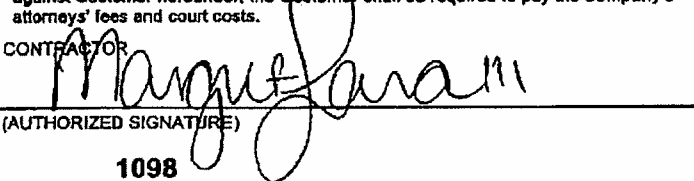
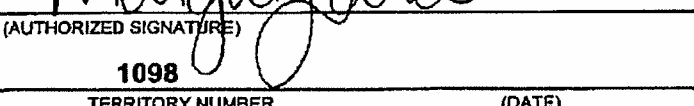
8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful 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 harmless 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 consequential, 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 delay 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.

CUSTOMER  
  
 (AUTHORIZED SIGNATURE)  
 (TITLE)  (DATE)

CONTRACTOR  
  
 (AUTHORIZED SIGNATURE)  
 1098 (TERRITORY NUMBER)  (DATE)



SOUTHERNMOST BEACH CAFE  
1405 DUVAL ST  
KEY WEST, FL 33040

BB&T  
KEY WEST, FL 33040  
63-91382631

005033

7/29/2010

PAY TO THE ORDER OF City of Key West \$ \*\*1,000.00

One Thousand and 00/100\*\*\*\*\* DOLLARS

City of Key West  
PO Box 1359  
Key West, FL 33041-1359



*[Handwritten Signature]*  
VOID AFTER 90 DAYS  
OPERATING ACCOUNT  
MP

MEMO

⑈005033⑈

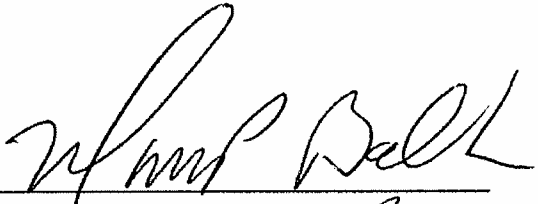


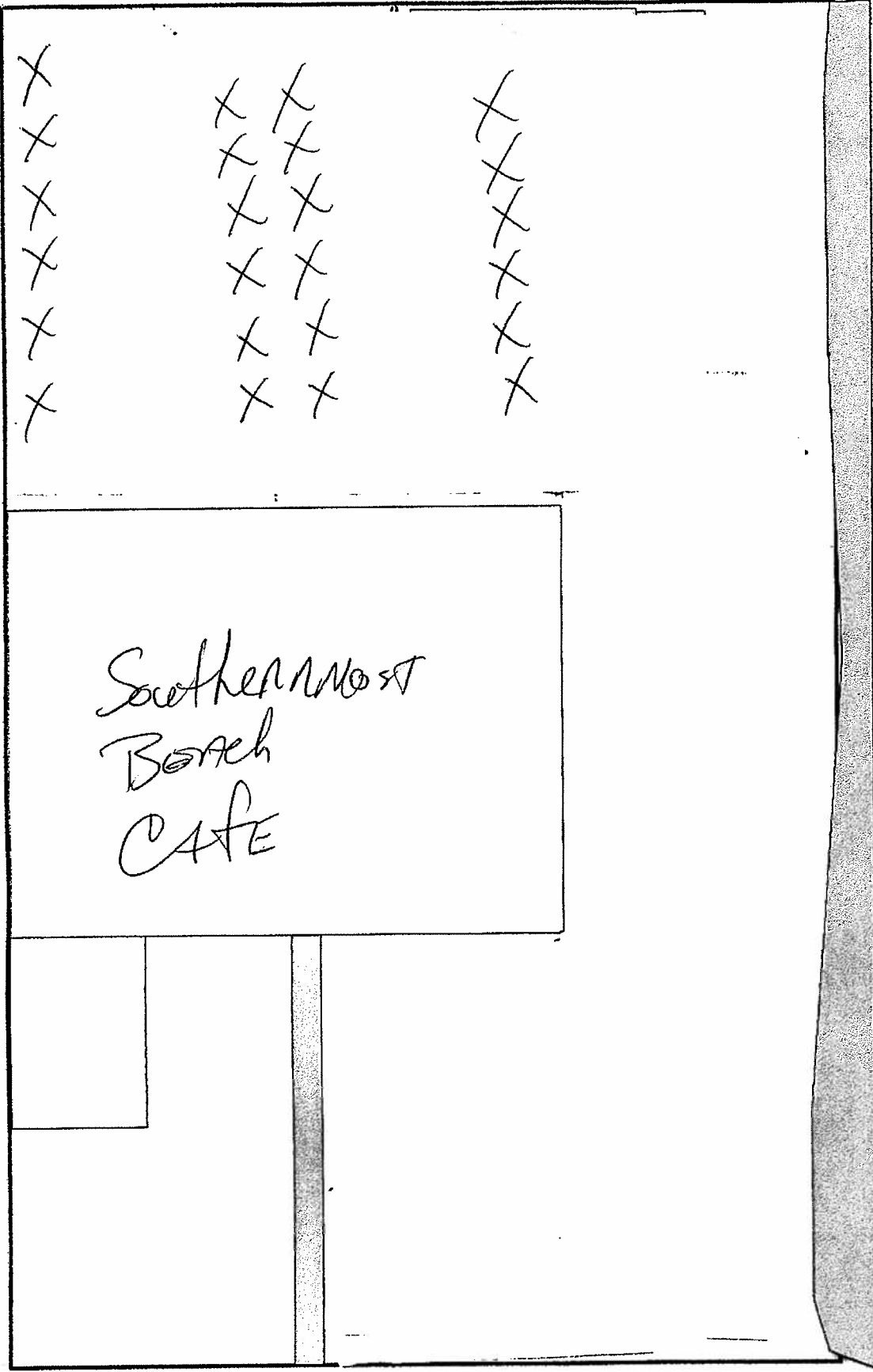
THE CITY OF KEY WEST

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

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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.

  
\_\_\_\_\_  
MATTHEW P. BARBICH



X = 10' x 10'  
Areas that  
Book  
Vendors  
will  
be  
Alotted

DUVAL STREET

Site  
MAP



**SOUTHERNMOST  
HOTEL COLLECTION**

**KEY WEST**

June 17, 2010

Dear Brewer,

I would like to invite you to participate in a new and exciting festival to take place in Key West, Florida over Labor Day weekend, September 3-4, 2010. The Southernmost Hotel Collection has teamed up with the Key West Sunrise Rotary of the Conch Republic to host Key West BrewFest. All profits to benefit the Rotary club and their charitable efforts.

We are in the process of seeking vendors to provide tasty craft beers at our first annual Key West BrewFest! All vendors who participate in this event will have the opportunity to stay at the beautiful Southernmost Hotel Collection at a special vendor price of \$75 per night or a complimentary stay for up to two nights providing vendor offers up to three selections of beer tastings at Saturday's main event.

Key West BrewFest will provide a wonderful opportunity for people to taste and learn about your beers. Did you know that Key West is one of the top 24 cities in the world for drinking beer, according to Gadling.com the world's top travel blog?

All vendor participants will be invited as our guest to the VIP BrewFest Party the evening of Friday, September 3<sup>rd</sup>. Please find the enclosed literature on the event.

Please contact me if you would like more information.

Thank you for your time,

Key West Brewfest  
Southernmost Hotel Collection  
info@keywestbrewfest.com  
1319 Duval Street  
Key West, Florida 33040

305.296.6577



## **Schedule of Events**

September 3<sup>rd</sup> – 5<sup>th</sup>, 2010

### **Friday, Sept 3rd**

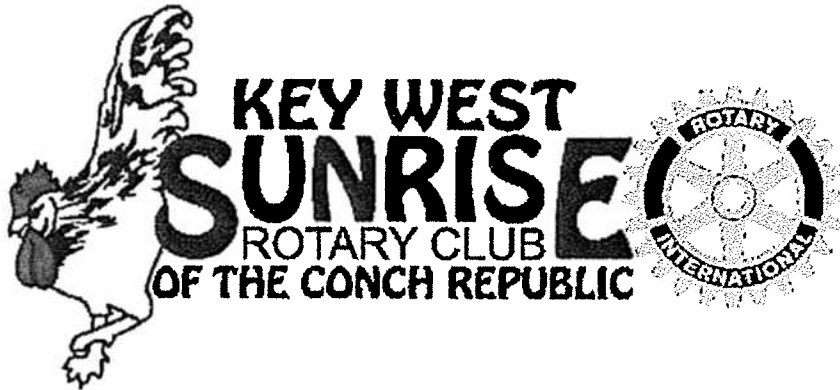
5:00pm – 7:00pm - **VIP Welcome party**  
Poolside at the Shores Bar Southernmost on the Beach  
Free to vendors, VIPs, Sponsors and Organizing Committee.  
**\$5 Suggested Donation to benefit the Key West Sunrise Rotary of the Conch Republic**

### **Saturday, Sept. 4<sup>th</sup>:**

4:00pm – 8:00pm – **Key West BrewFest** \*\*Signature Event  
Beer Tasting, Food by Southernmost Beach Café and  
Entertainment by Toko Irie  
Oceanfront at Southernmost on the Beach Hotel  
**\$20 Admission per person** (You must be 21 years of age or  
older)

### **Sunday, Sept 5th:**

6:30 - 8:30pm – **Samuel Adams Beer Dinner**  
(Not sure of title yet)  
Southernmost Beach Cafe  
**\$50 Admission Fee - open to public**



To Whom It May Concern:

We are working together with the Southernmost Hotel Collection and Southernmost Beach Café on the first annual BrewFest Key West.

We believe this is an exciting new festival on Labor Day weekend, which is traditionally a slow time for our destination, which will draw people to Key West, entertain them while they are here and raise thousands of dollars for Key West Sunrise Rotary.

This letter is on behalf of the Key West Sunrise Rotary states that we will be receiving funds from this special event.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew P. Babich'. The signature is fluid and cursive, written over a white background.

Matthew P. Babich  
President



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/14/2010

**PRODUCER** (248) 594-6444 FAX: (248) 594-6445  
 Colburn Colburn,  
 121 W. Long Lake Road  
 Second Floor - Suite 220  
 Bloomfield Hills MI 48304

**INSURED**  
 SMB Restaurant LLC  
 dba: Southernmost Beach Cafe  
 1405 Duval Street  
 Key West FL 33040-3131

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fireman's Fund Insurance	21873
INSURER B: Associated Indemnity	21865
INSURER C: Capitol Specialty	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	KEX80905683	5/14/2010	5/14/2011	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC80974182	5/14/2010	5/14/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER LIQUOR LIABILITY	CS01249767	5/14/2010	5/14/2011	EACH COMMON CAUSE \$1,000,000 ANNUAL AGGREGATE \$2,000,000

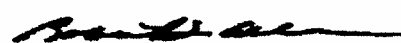
**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 \*Up until the date of the event, October 22, 2010.  
 Certificate Holder is an Additional Insured for General Liability coverage as a State or Political Subdivision only with respect to operations of the Insured for which the City has issued a permit for event being held on the beach on October 22, 2010.

**CERTIFICATE HOLDER**

City of Key West  
 525 Angela Street  
 Key West, FL 33040

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Robert Colburn/CATHY 



**THE CITY OF KEY WEST**

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

**RELEASE AND INDEMNIFICATION**

**Southernmost Beach Café  
Brewfest Key West  
September 4, 2010**

I **Matt Babich** being authorized to act on behalf of and legally bind **Southernmost Beach Cafe** doing business as the legal entity or association on whose behalf this application is made, do hereby release the City of Key West, its officers, agents and employees from any and all liability for damages arising out of, or related to the activities for which application for leave to use City property has been submitted; and do hereby further agree, on behalf of said entity or association to indemnify, and hold harmless the City of Key West, its officers, agents, and employees from and against any and all damages to personnel or property of the City, and against all claims for damages or injuries to other persons or property of any nature whatsoever, and for defense costs, including attorneys' fees at both trial and appellate levels, arising from the actions or omissions of the person(s) or legal entity(ies) on whose behalf the application is submitted, including, but not limited to, the sale and dispensing of alcoholic beverages, or otherwise arising from the actions of their members, licensees, customers, guests, invitees, or participants in the related activities permitted. The foregoing Release and Indemnification agreement does not apply to those claims for damages or injuries which result from the negligent actions or omissions of the City of Key West, its officers, agents, and employees.

Maria Ratchett  
Signature of Witness

Maria Ratchett  
Print Name

7/29/2010  
Date

Matt Babich  
Signature of Applicant

MATTHEW P. BABICH  
Print Name

7/29/2010  
Date

Event Name: Key West BREWFEST

## Special Event Checklist

Everything must be checked off before submitting the special event application

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

\$ 1000 City of Key West

Brewfest Key West at the  
Southernmost Beach Cafe

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

EVENTS (INITIAL SIGNOFF):

Maria Ratushi 7/30/2010  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC WORKS

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
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KWDOT/PORT

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
SIGNATURE DATE

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CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
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\_\_\_\_\_

EVENTS:

REQUEST HAS BEEN APPROVED \_\_\_\_\_  
DENIED \_\_\_\_\_

(if denied attach explanation)

*Breakfast Key West at the Seaside with Hand Cycle*

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

EVENTS (INITIAL SIGNOFF):

*Maria Ratuski 7/30/2010*  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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\_\_\_\_\_  
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PUBLIC WORKS

\_\_\_\_\_  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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\_\_\_\_\_

POLICE DEPARTMENT

\_\_\_\_\_  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRE DEPARTMENT

*[Signature]* *08/02/2010*  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

*AS PER SITE MAP AND DESCRIPTION OF EVENT. NO CONDITION/RESTRICTIONS AT THIS TIME.*

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

KWDOT/PORT

\_\_\_\_\_  
SIGNATURE DATE

CODE COMPLIANCE

\_\_\_\_\_  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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\_\_\_\_\_  
\_\_\_\_\_

EVENTS:

REQUEST HAS BEEN APPROVED \_\_\_\_\_  
DENIED \_\_\_\_\_

(if denied attach explanation)

*Brewfest Key West at the  
Southernmost Beach Cafe*

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

EVENTS (INITIAL SIGNOFF):

*Maria Ratuski 7/30/2010*  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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PUBLIC WORKS

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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KWDOT/PORT

CONDITIONS/RESTRICTIONS:

*[Signature]* 7/30/10  
SIGNATURE DATE

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CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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EVENTS:

REQUEST HAS BEEN APPROVED \_\_\_\_\_  
DENIED \_\_\_\_\_

(if denied attach explanation)

Brewfest Key West at the  
Soutthernmost Beach Cafe

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

EVENTS (INITIAL SIGNOFF):

Mama Ratuski 7/30/2010  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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\_\_\_\_\_  
\_\_\_\_\_

PUBLIC WORKS

[Signature] 8/4/10  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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KWDOT/PORT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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EVENTS:

REQUEST HAS BEEN APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

(if denied attach explanation)

Brewfest Key West at the Southernmost Beach Cafe

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

EVENTS (INITIAL SIGNOFF):

Maria Ratuji 7/30/2010 SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

Three horizontal lines for conditions/restrictions.

PUBLIC WORKS

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

Three horizontal lines for conditions/restrictions.

POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

Three horizontal lines for conditions/restrictions.

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

Three horizontal lines for conditions/restrictions.

KWDOT/PORT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

Three horizontal lines for conditions/restrictions.

CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

Ji J 3 AUG 10 SIGNATURE DATE

Three horizontal lines for conditions/restrictions.

EVENTS:

REQUEST HAS BEEN APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

(if denied attach explanation)



Brewfest Key West at the  
Southernmost Beach Cafe

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

EVENTS (INITIAL SIGNOFF):

Mama Ratzky 7/30/2010  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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PUBLIC WORKS

CONDITIONS/RESTRICTIONS:

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\_\_\_\_\_  
SIGNATURE DATE

POLICE DEPARTMENT

[Signature] 8/4/10  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

1 OFFICER  
REQUIRED

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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\_\_\_\_\_  
SIGNATURE DATE

KWDOT/PORT

CONDITIONS/RESTRICTIONS:

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\_\_\_\_\_  
SIGNATURE DATE

CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

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\_\_\_\_\_  
SIGNATURE DATE

EVENTS:

REQUEST HAS BEEN APPROVED \_\_\_\_\_  
DENIED \_\_\_\_\_

(if denied attach explanation)



**THE CITY OF KEY WEST**

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

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**SPECIAL EVENT  
(Exemption from Noise Ordinance)**

**STREET CLOSURE APPLICATIONS**

The following applications for Special Events/Street closures will be considered at the city commission meeting of August 17, 2010 , 6:00 p.m. Old City Hall

A copy of each application is on file at the City Clerks Office for public inspection.

**Southernmost Beach Café  
Use of the Property at 1405 Duval Street for a  
Brewfest on the Beach  
Saturday, September 4, 2010  
4:00 p.m. to 8:00 p.m.  
Contact: Matt Babich 305 296-5777**