

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

Name of Applicant(s) Mel Fisher Days, Inc.

Address of Applicant(s) 200 Greene Street • Key West

Phone Number of Applicant(s) 305-296-6534 Fax: 305-296-2220 Email sdrager@melfisher.com

Name of Non-Profit (s) Wesley House Family Services

Address of Non-Profit(s) 3114 Flagler Ave • Key West

Phone Number of Non-Profit(s) 305-809-5000

Amount or Percentage of Revenue Non-Profit(s) anticipates receiving 100% net proceeds

Date/Dates of Event July 13, 2013

Hours of Operation Setup 10am - 2pm, Street fair 2pm - 8pm, Breakdown 8pm - 10pm
overall: 10am - 10pm

Estimated/anticipated number of persons per day approximately 1,000

Location of Event 100 + 200 Blocks of Duval. (Booths on 200 block)

Street Closed: Front + Duval, Greene + Telegraph Ln, Green + Ann, Duval + Caroline

Detailed description of event A stage will be in the intersection of Greene

+ Duval for a free concert by the Doerfels. Booth space will only be on the 200 Block of Duval. All other blockades are for fire access. Fair will include: Silent auction, games, dunk tank, food, drinks + more. Celebration in honor of Mel Fisher's Discovery of the Atocha

Noise exemption required: Yes No

Alcoholic beverages sold/served at event: Yes 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.


Sean Fisher
Applicants Signature

4/10/13
Date

Financial Statement of the event of the previous year must be submitted with application

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

\$50.00

Date _____

Applicant Name Mel Fisher Days, Inc.

Applicant Address 200 Greene Street · Key West

Applicant Phone Number 305·296·6534

Event Name Mel Fisher Days Street Fair

Event Address/Location 100/200 Block Duval Street

Date of Event July 13, 2013

Nature of Event Free Concert + Charity street fair celebrating Mel Fisher's discovery of the Atocha. 100% Net proceed go to Wesley House Family Services.

Profit Non Profit

Time(s) Request for Exemption 10 am - 10 pm

Number of Exemptions at this location this calendar year _____

Date of last exemption July 14, 2012

✓ # 427

City of Key West
*** CUSTOMER RECEIPT ***
Oper: KEYWGM Type: OC Drawer: 1
Date: 4/12/13 45 Receipt no: 58726

Description	Quantity	Amount
SS	SPECIAL EVENTS PAYMENTS	
	1.00	\$50.00

G/L account number:
00100003429300
00100001040000

MEL FISHER NOISE EXEMPTION

Tender detail		
CK CHECK	427	\$50.00
Total tendered		\$50.00
Total payment		\$50.00

Trans date: 4/12/13 Time: 9:36:11


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:

X

J. Sean Fisher

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

*(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: FancyFantasy Fest, Hemingway Days, Goombay Festival, Conch Republic Celebration, the Poker Run, the Valentine's Day event for Wesley House, the Red Ribbon event at Mango's Mangoes, and such other special events as may be added or subtracted by resolution of the city commission. Private persons

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

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

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

Sec. 6-61. Temporary bathroom facilities.

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

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

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

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

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

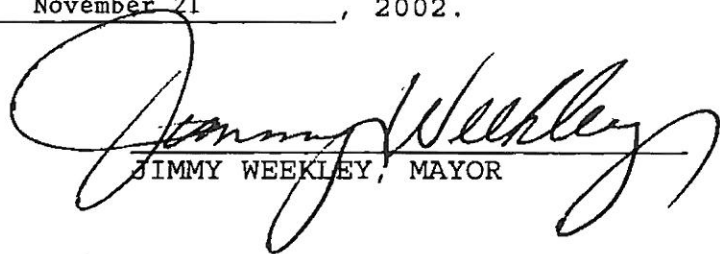
Read and passed on first reading at a regular meeting held this 16th day of October, 2002.

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


J. Sean Fisher



THE CITY OF KEY WEST
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041-1409
WWW.KEYWESTCITY.COM

MEMORANDUM

TO: Mayor & Members of the City Commission

FROM: Robert Tischenkel
City Attorney RT






DATE: October 17, 2002

RE: Special Events Ordinance
Second Reading

The following are the changes made to the Special Events Ordinance for second reading:

- Section 6-26. The requirement of certified check or credit card applies only to the down payment.
- Section 6-27. The requirement of payment for parking meters has been removed altogether. In its place is a new section concerning food and beverage booths, and a prohibition against their placement in front of or near restaurants and bars.
- Section 6-56. The contact person's telephone number is now required.
- Section 6-57. Each nonprofit organization named by a sponsor in the application must provide a letter of assent to the City Manager.
- The effective date of the ordinance is January 1, 2003.

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

8. Applicant(s) wishing to have an exemption from the noise control ordinance must fill out an application thirty days before the event. Processing fee for the application is \$50.00.
Sponsor's Signature JSF
9. All applications are subject to approval at the discretion of the City Manager and/or City Commission.
Sponsor's Signature JSF
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 JSF
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 JSF
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 JSF
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 JSF
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 JSF
15. Where a person has not applied for a special event permit and an event at its 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 JSF

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 JSF

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 JSF.

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 JSF.

X JSF
J. Sean Fisher
Mel Fisher Days, LLC

Complete Checklist for Event Recycling City of Key West

- Identify contact person at the festival responsible for working with recycling.
Name of person: Star Fisher Phone number: 305-296-6533
- 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:
- Define the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every 1 trash barrels will be used).
Amount of recycling and garbage containers needed: 10 each
- 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: yes • Billing attached.
- Capacity of containers on grounds: 10 • 32 Gallon Recycle, 10 • 38 Gallon trash
Contact person for containers: _____ Phone #: 800-433-2300
- Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers. Cans labeled.
- Acquire liner bags for the recycling containers to be placed on the grounds. Ensure that the capacity of the bags is equal to or greater than that of the recycling containers on the grounds.
- Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.
Arrangements made: yes • volunteers
- 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: yes • pick-up scheduled.
- 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.
- Oversee the delivery of containers and placement of signs.
- 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: _____

- 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
Comments: _____

- Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced. *cans will be picked up.*
- 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.
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 must be submitted prior to the event.
- Security deposit returned: _____

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

MEL FISHER DAYS, INC
200 GREENE STREET
KEY WEST, FL 33040

4/10/2013

PAY TO THE ORDER OF City of Key West

\$ **1,000.00

One Thousand and 00/100*****

DOLLARS

City of Key West

MEMO

Recycling Deposit/Mel Fisher Days

Janice A. Hauch
AUTHORIZED SIGNATURE



City of Key West
*** CUSTOMER RECEIPT ***
Oper: KEYWGMH Type: OC Drawer: 1
Date: 4/12/13 45 Receipt no: 58723

Description	Quantity	Amount
ZZ UNUSUAL PAYMENT	1.00	\$1000.00

G/L account number:
00100002200100

MEL FISHER

Tender detail		
CK CHECK	428	\$1000.00
Total tendered		\$1000.00
Total payment		\$1000.00

Trans date: 4/12/13 Time: 9:33:48

RECYCLE PLAN for Mel Fisher Days 2013

Duval Street Party

Friday, July 13, 2011, 10:00-10:00pm

Recycle Coordinator: Star Fisher

Recycle Coordinator will:

- Educate and/or train recycle staff, volunteers & participants of event policies
- Will educate event staff on what items can be recycled
- Will coordinate the transfer of recycling bins from drop off point to point of use
- Will make sure all recycling bins are returned to pick up point after end of event
- Will work with Waste Management to supply additional recycling bins
- Will coordinate the pickup of recyclables by event volunteers
- Will ensure recycle bins are located next to every trash bin
- Locate recycling containers next to each food/drink vendor & at both ends of the street
- All recycle bins will be clearly labeled with a color poster indicating its recycling status
- Will physically inspect each recycling bin to make sure they are not contaminated by non-recyclable items
- Will post flyers at each table explaining the need to recycle

Waste Management will supply all recycling & trash bins. They will be dropping them off next to Red Garter (on Charles St.) early morning on July 13th. They will be picked up at Mel Fisher Treasures the following Monday, July 15.



Waste Management Inc of
Florida
2700 Wilos Road
Pompano Beach, FL.
33073-3018
800-433-2300

**Service Agreement
Non-Hazardous Waste**

WM Agreement # S0003329319
Customer Acct # 990-17635
Acct. Name MEL FISHER DAYS
SIC 8412
Salesperson Margret Lara

Billing Information

Name MEL FISHER DAYS Contact STAR FISHER Effective Date 7/12/2013
Address 200 GREENE ST Telephone # (305) 295-7929 Last API Date
City State Zip KEY WEST, FL 33040 Fax # (305) 296-2220
County/Parish MONROE Email

ON DEMAND (see details for amounts & charges)

Ref#	Quantity	Product/Equipment	Waste Type	Frequency
1-1	10	32 Gallon REL Recycling Toter	Single Stream Recycling	On Call

TOTAL INITIAL FEES \$ 0.00

This is not a bill

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/fec.jsp. State and Local taxes, if applicable, will also be added to the Charges.

If applicable to your account, a Recycle Material Offset (RMO) will appear on your invoice and may vary from month to month based on the recyclable material commodity market conditions. Waste Materials not to exceed an average weight of (lbs/yard).

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

[Handwritten Signature]
Customer Signature

[Handwritten Signature]
Company Signature

X *[Handwritten Signature]* STAR FISHER
Printed Name

Margret Lara
Printed Name

4/9/13
Date

01/05/13
Date



**Service Agreement
Non-Hazardous Waste**

WM Agreement # S0003329319

Service Location: 200 GREENE ST, KEY WEST, FL 33040

Name	MEL FISHER DAYS (Y)	Contact Name	STAR FISHER	Email
County/Parish	MONROE	Telephone #	(305) 295-7929	Mobile #
Customer Comments	RESUME ACCT# 990-17635/LIMIT \$100/M1/RECYCLE/SALES ID 111/RATE IS (10) YRT \$25.60 TOTAL EVENT//DELIVER (10) 32 GALLON TOTERS FOR RECYCLING ON 07-12-13/DELIVER IN AM/CALL STAR @ 849-0534 FOR PLACEMENT INSTRUCTIONS//DNR 07-15-13	Fax #	(305) 296-2220	

Total Initial Fees For This Location

\$ 0.00

Total Recurring Charges For This Location

\$ 0.00

COMMERCIAL SERVICES

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
I-1	10	32 Gallon REL Recycling Toter	Single Stream Recycling	On Call		WM Owns: 10, Delivery: 10, Lids, Wheels	\$ 25.60

THE FOLLOWING TERMS AND CONDITIONS APPLY TO SOLID WASTE AND NON-REBATE RECYCLING SERVICES (INCLUDING PERMANENT, TEMPORARY, COMMERCIAL AND RESIDENTIAL) AS MAY BE PROVIDED BY AFFILIATES AND SUBSIDIARIES OF WASTE MANAGEMENT, INC. (Æ COMPANYÆ)

THIS IS A LEGALLY BINDING AGREEMENT.

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, 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 solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) 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, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, 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. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
2. **TERM.** The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(c)) 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. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.
3. **SERVICES GUARANTY; CUSTOMER TERMINATION.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.
4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the Service Summary, as they may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer as specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to its fuel or environmental charges, and the other Agreement or Service Fees included on the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restant Fee. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a Non-Sufficient Funds fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation fee. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.
6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable 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 it 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 safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. 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. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.
7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, 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: (a) if the remaining Term under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges multiplied by six (or, if the Effective Date is within six months of WM's last invoice date, the average of all monthly Charges); or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. 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.
8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, 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 or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, 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 or omission or willful misconduct of the Customer or its employees, agents or contractors 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 or breach 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. **NO CLASS ACTION, WITH RESPECT TO ANY MATTER PERTAINING TO THIS SERVICE AGREEMENT, NEITHER CUSTOMER NOR COMPANY SHALL JOIN OR CONSOLIDATE CLAIMS BY, OR AGAINST, OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OF OR IN A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**
11. **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 or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the 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 for the same services, 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. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) 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. (g) 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.
12. **SPECIFICATIONS FOR RECYCLABLE MATERIALS.** Single stream, commingled recyclables will consist of recyclable glass, aluminum, cans, plastics and papers, are as follows: aluminum food and beverage containers: glass food and beverage containers, ferrous (iron) cans; plastics with symbols #1 through #7: any paper or cardboard without wax liners. Any materials not set forth above are unacceptable ("Unacceptable Materials") All glass containers, tin cans, bi-metal cans, aluminum cans, aerosol cans, and plastic containers must be empty; All fiber must be dry and free of food debris and other contaminating material; and Tissues, paper towels or other paper that has been in contact with food is not acceptable. All separated paper shall meet the standards set forth in the most current ISRI Scrap Specifications Circular, available upon request. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not (a) contain Excluded Materials; (b) contain chemical or other properties which are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public; and (c) shall not materially impair the strength or the durability of the Company's structures or equipment. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such Recyclable Materials and makes no representations as to the recyclability of the materials set forth above. Loads not meeting the Specifications for Recyclable Materials may be rejected in whole or in part by Company.

IN ADDITION TO THE ABOVE, THE FOLLOWING TERMS AND CONDITIONS APPLY TO

- 1. Aerosol, Ballast, Battery, Dental Material, Electronics, Fluorescent Lamps, Medical Waste, and Mercury Recycling/Disposal Services, and Mail-Back Ink Cartridge, Toner, Bottle, Cans, and Paper Recycling Services.** Capitalized terms used herein shall have the meaning ascribed above, unless otherwise indicated. "Specialty Services", as used herein, include the following Company products/services: aerosol, ballast, battery, dental material, electronics, fluorescent lamps, medical waste, and mercury recycling and/or disposal services, and mail back recycling services and the container applicable to each of the Specialty Services (the "Container"). Subject to these Terms, and the limitations herein, Company will (a) treat, process, recycle and/or dispose of the Customer's Acceptable Waste in accordance with federal, state and local laws and regulations; and (b) prepare and process legally required paperwork. The Container may only be used for those materials as indicated on the Container (the "Acceptable Waste"). For any questions regarding or complying with these Terms, or a detailed list of Acceptable Waste eligible for shipping in each Container, please visit www.wm.com or call 1-800-664-1434.
- 2. RETURNS.** If Customer does not accept these Terms, Customer may not use the Container or the Services. However, Customer may return a Container within ten (10) days (the "Return Period") from the day Customer received the Container by doing one of the following during the Return Period: (a) return the Container to the place of purchase; or (b) contact Company at the phone number noted above and complete all return instructions.

3. LIMIT ON AVAILABILITY. Specialty Services are only available as shown and certain of the Specialty Services are not available for use in certain States as follows ("Prohibited States"):

This Recycling/Disposal Service:	Is prohibited for use in Puerto Rico, and in the States of Alaska and Hawaii, and such Service is further prohibited or restricted for use in the following additional States (collectively, "Prohibited States"):
Aerosol Containers	Arkansas, Connecticut, Maine, Massachusetts, Minnesota, New Hampshire, New York, Pennsylvania, Rhode Island, Vermont and Virginia
Ballasts	Maine
Batteries	Maine
Dental Material	Arkansas, Connecticut, Maine, Minnesota, New Mexico, New Hampshire, Rhode Island, Virginia and Vermont
Electronics	Maine
Bottle, Cans and Paper	None
Lamps	Maine
Medical Waste	None
Mercury	Maine
Cartridges and Toner	None

It is a violation of law to ship the Container to, from or through any of the Prohibited States. Company reserves the right to modify the list of Prohibited States at any time.

- 4. TITLE TO, AND RISK OF LOSS FOR, CONTAINER AND CONTENTS.** Unless and until Company receives and accepts the Container: (a) title to and risk of loss of the Container and its contents shall remain with Customer; and (b) Customer is solely responsible for the contents of the Container.
- 5. EXPIRATION OF CONTAINER; UNUSED CONTAINERS.** Each Container must be received by Company by the expiration date printed on the Container ("Expiration Date") if an Expiration Date is indicated. Company has no obligation after the Expiration Date even where the carrier identified on a Prepaid Label fails or refuses to ship the Container. Company shall not be obligated to provide Customer a refund for expired, unused Containers.
- 6. PACKAGING.** Customer shall pack and seal the Container in accordance with the instructions included with the Container and any additional instructions that Company may send to the Customer or post on the Company Web Site prior to shipment of the Container by Customer (the "Instructions"). Customer shall pack in the Container only Acceptable Waste, and shall exclude any and all Non-Conforming Waste, as defined below.
- 7. SHIPPING.** Customer shall comply with all Instructions related to shipping. Customer will have received a prepaid return shipping label (the "Prepaid Label") with the Container. The Container may not be shipped from any Prohibited State. Both the Instructions and Prepaid Label(s) may be obtained at www.wm.com or by calling 1-800-664-1434. Company shall not have any responsibility or liability with respect to any matter related to either a carrier collecting or shipping the Container.
- 8. ADDITIONAL SHIPPING CHARGES.** (a) Customer shall remain responsible for all Charges of shipping the Container to Company, including, without limitation, increases imposed by the shipper after Customer has purchased a Prepaid Label. If the shipper identified on the Prepaid Label will not ship the Container, Company's sole obligation will be to refund to Customer the actual shipping charge received by Company. This obligation is conditioned upon receipt of written request for such refund prior to six (6) months from the date Customer purchased or received the Container. (b) Customer remains responsible for all Charges relating to exceeding the weight limits applicable to the Container. If Customer selects a monthly charge, additional Charges will be applied should weights or frequency of shipments exceed the limitations of Customer's requested monthly service. (c) Customer agrees to allow Company to charge Customer's credit card for additional shipping Charges as indicated above, whether or not Customer selects monthly Services or a one-time purchase of a Container.
- 9. ACCEPTABLE WASTE/NON-CONFORMING WASTE/ADDITIONAL CHARGES.** Customers must check www.wm.com for updates to this list prior to initiating a shipment of a Container in order to ensure that only Acceptable Waste is shipped in the Container. Materials other than the Acceptable Waste indicated as eligible for shipping in each Container, and material having constituents, characteristics, components or properties not included within the list(s) of Acceptable Waste for each Container shall be "Non-Conforming Waste." (a) **Special Terms Applicable to Medical Waste Services: Only Regulated Medical Waste (as defined herein) qualifies as Acceptable Waste for the purposes of MedWaste Tracker Services.** "Regulated Medical Waste" includes but is not limited to sharps, gauze, bandages, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment or medical waste as defined by Customer's State medical waste regulations or the OSHA Bloodborne Pathogen Standard (29 CFR 1910.1030). Customer shall, prior to shipping, provide to Company accurate and complete documents, shipping papers or manifests as required for the lawful transfer of the Regulated Medical Waste under all applicable federal, state or local laws. "Non-Conforming Waste" for the purposes of MedWaste Tracker Services means: (1) any waste or other material not falling within the definition of Regulated Medical Waste including complete human remains and abortion products; (2) radioactive waste; (3) any chemical waste and any hazardous waste; (4) containers that are damaged, leaking or could cause harm or exposure to employees, the general public or others; (5) waste that has been incorrectly identified, labeled and/or segregated; (6) any waste or device containing mercury including amalgam, vacuum pumps and other medical devices; and (7) pharmaceutical waste (except what is accepted under a Company pharmaceutical disposal program). (b) **Special Terms Applicable to Aerosol Container Services: Only certain aerosol cans qualify as Acceptable Waste, and Aerosol Container Services are only available for use by a household or a Conditionally Exempt Small Quantity Generator as certified to Company's reasonable satisfaction ("CESQG").** "Non-Conforming Waste" for the purposes of Aerosol Tracker Services includes, but is not limited to, those examples of Aerosol Tracker Services Non-Conforming Waste contained on Exhibit A below. (c) **Special Terms Applicable to Dental Material Services: Dental Material Services are only available for use by a CESQG, all Acceptable Waste must be disinfected, and no more than net 1 lb of elemental mercury may be placed in the Container.** (d) **Special Terms Applicable to Mercury Services: Unless specifically approved by Company, no more than net 1 lb of elemental mercury may be placed in the Container.** (e) **Terms/Charges Applicable to Non-Conforming Waste: If Company determines that any Container contains Non-Conforming Waste, Company may, at its sole discretion, and at Customer's sole cost and expense: (i) reject the Container and return it to Customer; (ii) return the Non-Conforming Waste to Customer; or (iii) treat, process and/or dispose of the contents of the Container. Customer shall be liable for any and all costs associated with Non-Conforming Waste. Company (or any contractor of company) shall not take title to Non-Conforming Waste, and title to Non-Conforming Waste shall always remain with Customer.**
- 10. CHARGES FOR FAILURE TO COMPLY WITH TERMS AND INSTRUCTIONS; CHANGED CONDITIONS; AND ADDITIONAL SERVICES.** Company reserves the right to charge or bill Customer additional amounts for any of the following: (a) any Container exceeding its specified maximum weight; (b) shipping materials in the wrong Container, or mixing materials in a Container; (c) additional shipping Charges beyond the amounts prepaid for any Prepaid Label; (d) any costs or expenses incurred by Company as a result of Customer's failure to comply with these Terms or the Instructions, other than the usual and customary costs of Company in the performance of the Tracker Services; or (e) any costs related to changes in applicable law occurring after the date of purchase of the Container.
- 11. WARRANTY.** Company warrants, except where Tracker Services are used in Prohibited States, as follows: (a) the Container has passed, and meets or exceeds the applicable performance standards of federal, state and local regulations; and (b) if the Container is packed, sealed and shipped strictly in accordance with the Instructions, it is adequate to transport Acceptable Waste to the processing facility from authorized points under ordinary commercial shipping conditions. Other than as expressly warranted herein, the Specialty Services are provided "as is," and Company disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Customer warrants that it will not ship any Non-Conforming Waste in the Container and that Customer will otherwise comply with these Terms and all Instructions.

EXHIBIT A - Examples of Aerosol Services Non-Conforming Wastes

(1) Aerosols that are not in good condition (e.g., damaged, corroded, punctured, leaking, or crushed); (2) Aerosols with labels that are missing, covered, illegible, or obscured; (3) Aerosols with a capacity of greater than 1 liter (1000 ml); (4) Products that are not true aerosols (i.e., non-refillable cylinders containing a gas under pressure, used solely to expel a liquid, paste, or powder from the cylinder through a self-closing release device). Examples of prohibited non-aerosols include: Pump sprays; Oxygen canisters; Signal horns; Non-pressurized self-defense sprays; Liquefied petroleum gas ("LPG") cylinders; Gas for powering toy pellet guns; Other cylinders containing gases only; (5) Aerosols that are specially regulated or not authorized for receipt, including: CFC-containing products (e.g., certain inhalers and refrigerants); Expanding foam products (e.g., insulation foams); PCB-containing products (e.g., certain paints, pesticides, or adhesives that are greater than 25 years old); Pepper sprays; Pesticides/herbicides that are not intended for household use or that have labels which do not authorize recycling of used aerosol cans; Silicone gasket-maker products; Tear gas cartridges or devices; Zinc-based paints/primer/coatings (e.g., zinc-rich cold galvanizing sprays); (6) Industrial or other aerosols that do not have potential consumer uses; (7) Aerosols that do not have tops, caps, or lids that are capable of preventing accidental discharge during transport and related handling (e.g., aerosols designed with a removable cap if the cap is missing); (8) Aerosols that are discarded by facilities in any of the following industries: (a) petroleum refining, (b) chemical manufacturing, (c) coke by-product recovery, or (d) treatment, storage, or disposal facilities handling benzene wastes from any of these three industries. Customers should check the Web Site for updates to this list prior to initiating a shipment of a Container in order to ensure that no Non-Conforming Wastes are shipped in the Container.




THE CITY OF KEY WEST

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

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

X 
Star Fisher
Recycling Chair

X 
J. Sean Fisher
Applicant

MEL FISHER



est 1985

This year Mel Fisher Days will donate 100% of all net proceeds to Wesley House Family Services, Inc. On Saturday July 13th between the hours of 2-8pm a celebration will be held on the 200 block of Duval Street. Setup is scheduled to begin at 10 am and breakdown is scheduled to conclude at 10pm. The 100 and 200 blocks of Duval Street will be closed to vehicular traffic during these hours. The Doerfels will be playing a concert on a stage set up in the intersection of Greene and Duval Streets which will draw additional crowds and undoubtedly benefit surrounding businesses. We thank you for your support, Today's the Day! **We thank you for your support.**

Business Name / Address

Signature / Printed Name

RICK'S / DIRTY HARRY'S	x
RED GARTER	x
ANGELINA'S	x
BEACH CLUB	x MARGEN MCCLAIN
MM BEACH ISLAND CIGAR FACTORY	x
COYOTE UGLY	x
RED CARPET	x
KW CHARMS	x Jennifer A.
ISLAND REEF	x Cresta
THE BULL	x
FOGERTY'S	x
MAD ROOSTER	x Olga Spalding
CHEESEBURGER	x
SHORTY'S	x
IRISH KEVIN'S	x
CRCS	x
YOURS! MAIAN	x
LAZY GUY	x
SLOPPY JOE'S	x BO.IG

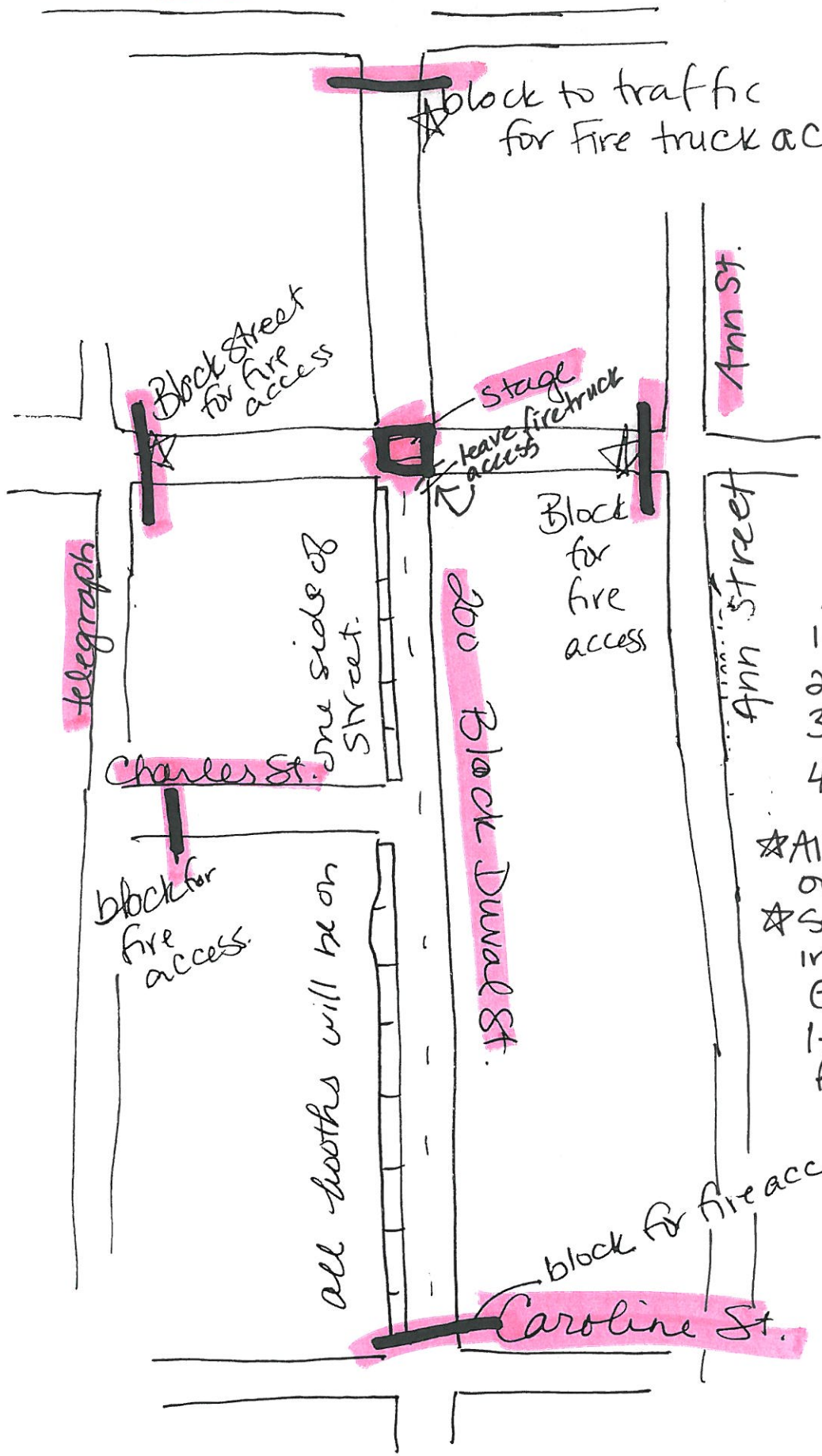
MEL FISHER DAYS, INC
Profit & Loss by Class
January through December 2012

	<u>Street Fair</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
Beer Booth	1,822.00	1,822.00
Car Mural	289.00	289.00
Cash Sponsorship/All Events	250.50	250.50
Dunk Tank	990.00	990.00
Face Painting	69.00	69.00
Games	286.00	286.00
Gina's Treasures	1,230.00	1,230.00
Grill	1,209.00	1,209.00
Shaved Ice	329.00	329.00
Silent Auction	8,993.20	8,993.20
T Shirts and Merchandise	324.00	324.00
Vendor Booth Fees/Street Fair	3,325.00	3,325.00
Total Income	19,116.70	19,116.70
Expense		
Advertising	820.83	820.83
Charge Card Fees	220.07	220.07
Insurance		
Liability Insurance	1,224.80	1,224.80
Total Insurance	1,224.80	1,224.80
Program Expense	9,203.15	9,203.15
Sales Tax	359.38	359.38
Total Expense	11,828.23	11,828.23
Net Ordinary Income	7,288.47	7,288.47
Net Income	7,288.47	7,288.47

Mei Fisher Days Street Fair
 Saturday July 13, 2013

Setup 10am - 2pm
 Street Fair 2pm - 8pm
 Breakdown 8pm - 10pm

Front Street



Blockades need to be set up:

- 1.) Front + Dural.
- 2.) Greene + Telegraph
- 3.) Greene + Ann
- 4.) Dural + Caroline.

★ All booths will be on one side of street
 ★ Stage will be in intersection of Greene + Dural but leave room for fire access.

block for fire access.



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION

Mel Fisher Days, Inc.
Saturday, July 13, 2013
100 & 200 block of Duval Street
10:00 a.m. to 10:00 p.m.

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

Sharon Drager
Signature of Witness

Sharon Drager
Print Name

4.10.13
Date

Sean Fisher VP
Signature of Applicant

Sean Fisher
Print Name

4.10.13
Date

Key to the Caribbean - Average yearly temperature 77° F.



Wesley House Family Services

1304 Truman Ave Key West, FL 33040 Office 305.809.5000 Fax 305.809.5010
www.wesleyhouse.org

Board of Directors

Bryan Green, Chair
Rev. Ruben Velasco, Vice-Chair
Esther Tupino, Treasurer
Jo Pine, Secretary

Attn: City of Key West

March 7, 2013

Alice Calleja
Cheryl Cates
Rosemary Enright
Claude J. Gardner, Jr.
Vicki Gordon
Carrie Groomes-Davis
Karen Lockwood
Gertrude Stewart
Maria Pierce, Designee
Sharon Toppino
Jeremy Wilkerson

To whom it may concern,

Wesley House Family Services is greatly appreciative to our friends at Key West Treasure Exhibit for once again choosing our agency as the beneficiary to the net proceeds of the 2013 Mel Fisher Days events.

It is with great joy that we accept this charitable gesture. We look forward to working with these members of our business community to make this year's event a truly successful one.

We will apply the donation toward achieving our mission of promoting and enhancing the safety, well-being and development of children by educating, supporting and meeting the needs of families.

Sincerely,

Doug Blomberg, CEO

Associate Board

Rev. Kerry Foote
Leigha Fox
Pamela Lindner
Ronald J. Ramsingh
Jennifer Walker
Mary Ann Westerlund

Friends of Wesley House

Sandy Green
Stephanie Monsalvatge
Georgia Parks

Chief Executive Officer

Douglas Blomberg



**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 (*Restaurants have booth space*)
- 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
- Size, Type, Location of Tent(s)

Food Booths

- Food Booths – Total # 3 (Approx)
- Vendor Booths – Total # 15 (Approx)
- Total Number of Booths - 35 (Approx)

Parade

- Floats – Total # _____

Event Name: Mel Fisher Days Street Fair 2013

Special Event Checklist

Everything must be checked off before submitting the special event application

X	TITLE	COMMENTS
X	Special Event Application	
X	Noise Exemption (If applicable)	Yes.
X	\$50.00 for Noise	
X	Ordinance initialed	Sean
X	Recycling checklist completed	
X	Recycling deposit \$1,000.00	
X	Recycling Plan	
X	Authorization Letter for continuous cleaning of recycled area	Sean + Star
X	Signatures of No Objection of Street closure (If applicable)	Star
X	Insurance naming the City as additional insured	+ Wesley House Family Services Inc. Forth coming once they renew
X	Financial of previous event (If applicable)	From Jan.
X	Release & Idemnification Form	
X	Site Map (where barricades, stages, etc are to go)	
X	Letter from non profit that states they will be receiving the funds	From Lisette

Mel Fisher Days, Inc

July 13, 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Patuzzi 4/10/13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

KWDOT/PORT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

Joe Yang 24 April 13
SIGNATURE DATE

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

Who	Mel Fisher Days, Inc.
When is event being held (Date & Time)	Saturday, July 13, 2013 10:00 a.m. to 10:00 p.m.
Address of event	100 & 200 block of Duval Street
Commission Meeting Date	May 21, 2013

Mel Fisher Days, Inc
July 13, 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Patuzzi 4/10/13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

[Signature] 4-25
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

KWDOT/PORT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

EVENTS:

REQUEST HAS BEEN APPROVED _____

DENIED _____

(if denied attach explanation)

Mel Fisher's Days

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

CONDITIONS/RESTRICTIONS

SIGNATURE DATE

PUBLIC WORKS

SIGNATURE DATE

POLICE

SIGNATURE DATE

FIRE DEPARTMENT

Danny Blanco 04/29/13
SIGNATURE DATE

SEE ATTACHED MEMO

PORT/KEY WEST DOT

SIGNATURE DATE

CODE COMPLIANCE

SIGNATURE DATE

KEY WEST PROPERTY
MANAGEMENT

SIGNATURE DATE

PARKING DEPARTMENT

SIGNATURE DATE



THE CITY OF KEY WEST

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

To: Mel Fishers Maritime Heritage Society (sdrager@melfisher.com)

From: Division Chief/Fire Marshal Danny Blanco

Date: 4/29/2013

Reference: Street Fair

This office reviewed the special event application for the Mel Fishers Maritime Heritage Society Street Fair to be held on the 200 Block of Duval Street on July 13, 2013.

The following conditions apply:

- Any cooking that takes place on city property needs to have a Life Safety Inspection.
- Attached are the vendor regulations for special events.
- The Duval Street closure needs to allow for emergency vehicle passage, one lane needs to remain open.
- Event organizer is responsible for 2 Fire Inspectors @ \$40.00 an hour. They will be present for the entire event to conduct a Fire Safety Watch.
- **Event coordinator is responsible for scheduling the inspection with this office.**

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

Danny Blanco, Fire Marshal/Division Chief

Key West Fire Department
1600 N. Roosevelt Boulevard
Key West, Florida 33040
305-809-3931 Office
305-292-8284 Fax
dblanco@keywestcity.com

Serving the Southernmost City

Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.

3216 LSN 132

Mel Fisher Daus, Inc
July 13, 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Patullo 4/10/13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

SDM 8/10/13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

① Extra duty officer required
② Noise exemption required
③ ST Permit required

FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

KWDOT/PORT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

Mel Fisher Days, Inc
July 13, 2013

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

EVENTS (INITIAL SIGNOFF):

✓ Maria Ramirez 4/10/13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ PUBLIC WORKS

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ POLICE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ KWDOT/PORT

✓ Wayne W. 4-24-13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

re routes - OK

✓ CODE COMPLIANCE

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)