

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF KEY WEST, FLORIDA (hereinafter referred to as the "City"), and the KEY WEST TOURIST DEVELOPMENT ASSOCIATION, INC. (hereinafter referred to as the "Association") for the planning and execution of the annual Fantasy Fest celebration to be held during the months of October 2025 through 2029.

WITNESSETH

WHEREAS, the Association will hold a celebration known as Fantasy Fest in the City of Key West; and

WHEREAS, the celebration will require the provision of additional support services from the City in order that said celebration may be held in Key West, Florida; and

NOW, THEREFORE, it is mutually agreed between City and Association as follows:

A. Masquerade March, the Friday before the parade.

1. There will be a pedestrian procession, being led by a musical band, leaving Fleming Street, Frances Street & Truman Avenue staging areas at 5:30 p.m. and arriving on Duval Street at approximately 7:30 p.m. The exact route of the procession will be as indicated on the map attached hereto as Exhibit "A."
2. Association shall contract and pay for a total of eight (8) law enforcement officers from the Key West Police Department and Monroe County Sheriff's Office to ensure traffic control and safety of the participants. Each pedestrian procession must be accompanied by law enforcement escort vehicles at both the front and the rear.
3. City will provide Association with the list of Key West Police Officers requirements for the employment of off-duty Key West Police Officers. City will provide Association with the list of Key West Police Officers working the events.
4. Trash and recycling receptacles shall be placed at the staging areas and suitable locations throughout the route to ensure adequate collection.
5. The Association shall provide port-a-potties, as directed by the City Manager, for public use during all events on Friday and Saturday, as referenced in Paragraphs B and C below, and as otherwise required by the City Manager or their designee.

B. Saturday Night Parade

1. The parade will begin at 7:00 p.m. and end at approximately 9:30 p.m. as indicated in Exhibit "B." Nudity and lewd acts will not be permitted.

2. Association shall contract and pay for the required number of Key West Fire Department, and law enforcement officers from the Key West Police Department and the Monroe County Sheriff's Office. The number of law enforcement officers shall be determined by the City Manager.
3. City will provide Association with the list of Key West Fire Department and Key West Police Officers requirements for the employment of off-duty Officers. City will provide Association with the list of Key West Fire Department and Key West Police Officers working the events.
4. The Association shall provide port-a-potties, as directed by the City Manager, for public use during all events on Friday and Saturday, as referenced in Paragraphs A above and C below, and as otherwise required by the City Manager or their designee.
5. City will provide extra trash and recycling receptacles for use during the event. Association shall pay costs for two pickups and disposal charges for referenced trash and recycling receptacles.
6. Association shall cover the costs of city provided clean-up crews to remove all litter as a result of the event. City will provide a good faith estimate of the costs incurred by the city during clean-up.

C. Street Fair – Friday & Saturday

1. Association has the option to host the Fantasy Fest Street Fair on Friday and Saturday, from 12:00 PM – 1:00 AM.
2. Street Closure will begin on Friday at 8:00 AM for vendor setup. All vendors or individuals utilizing booth space shall be closed by 1:00 AM and off the street by 2:00 AM. The Association agrees that any vendor violating this section shall not be permitted space at future events. Any deposits retained by the association by virtue of a vendor or operators' actions or inaction shall be remitted to the City within 45 days. No face painting or body painting booths will be permitted on the street.
3. Vendors will be located on Greene, Caroline, Fleming and Southard Streets on Saturday. On Friday, vendors are permitted on Duval Street.
4. City licensed HRCC Zone mobile vendors will be allowed on side streets from 12:00 PM – 2:00 am. City will supply a letter to Association naming approved HRCC vendors, Association will delegate the available locations for those vendors.
5. The association shall advise all vendors not to discard used cooking oils, grease or any other materials onto City Streets or into storm drains. The association shall provide appropriate collection containers or require all vendors to keep and discard materials responsibly.
6. No vendors will be permitted in the projected pedestrian right of way at intersections.

7. Association will keep one lane of all blocked streets open at all times during the events to allow access to any areas of the street for emergency vehicles.
8. City will provide extra trash and recycling receptacles for use during the events. Association shall pay costs for two pickups and disposal charges for referenced trash and recycling receptacles.
9. Association shall cover the costs of city provided clean-up crews to remove all litter as a result of the events. City will provide a good faith estimate of the costs incurred by the city during clean-up.

D. Fantasy Zone also called Costume Promenade – ‘Establishment of an Event Zone’

1. Establish the geographical boundaries within which body painting, in compliance with Section 42-9 of the Code of Ordinances, will be permitted, along with relaxed enforcement of open container regulations. The specific geographic limits are described in Paragraph D(2) below.
2. Establish the Fantasy Zone/Costume Promenade as a matter of Public Safety & Crowd Management. Duval Street from the Gulf to Truman Avenue, and side Streets from Duval to and including Whitehead Street and Simonton Streets.
3. Ensure that people engaged in body painting and airbrushing are not located on public property.
4. The City agrees to provide barricades, traffic control signage, street closures, and parking restrictions as necessary, in accordance with the map attached hereto as Exhibit “C,” during the designated Fantasy Zone/Costume Promenade hours.

E. Insurance and Indemnity requirements.

1. The Association shall provide comprehensive liability insurance insuring itself and City against all claims of damage or injury to persons or property arising for any reason as a result of the activities associated with events permitted by City. The insurance policy shall be written by a solvent insurance company in good standing and shall provide a minimum of \$1 Million coverage for bodily injury arising out of one incident and \$5 Million Dollars aggregate. This policy shall show City as an additional named insured and a copy shall be provided to the Special Events Section of the City Manager's Office no later than three weeks before the Fantasy Fest's first event.
2. The Association shall indemnify and hold City harmless from all losses, claims, damages/ liabilities, and expenses which may be incurred by City or which may be claimed against City by any person, firm, to the person or property of any person, firm, corporation, or entity, which are consequent or arise from the negligent actions of Association's employees, agents, licensees, for which damages/ injuries are consequent or arise from negligence arising from failure to comply with all applicable laws, statutes, ordinances, and regulations.

F. Payment for City Services

1. Association will remit payment to City within forty-five (45) days of invoice date an amount up to the sum of \$100,000.00 for those services itemized on the invoice with the understanding Association will remit payment directly to all contracted off-duty law enforcement officers and fire department personnel. The Association shall pay Waste Management and make arrangements for privately contracted clean-up services to assist with the clean-up during the Fantasy Fest events on Friday and Saturday. Beginning year three of the agreement (2027), the Association will be billed in an amount up to the sum of \$100,000 and *shall increase by 3% each year*. The fee includes all services, whether paid for directly by Association or provided by the City.

G. Term

1. The term of this agreement shall be for five (5) years and shall apply to the Fantasy Fest activities for the years 2025 to 2029, inclusive. Each year, no later than 90 days before Fantasy Fest, the Association shall supply to the City that year's schedule of events, which shall become an attachment to this Agreement.
2. In the event Association determines that the mandatory expense payment renders the event financially unfeasible, the Association and the City may renegotiate the annual payment requirement or mutually agree to terminate the remaining term of the Agreement no later than July 31st of the year of the proposed termination.

IN WITNESS WHEREOF, Association and City hereby accept and agree to abide by the terms and conditions set forth here, and have hereunto executed this Agreement, this ____ day of _____, 2025.

CITY OF KEY WEST

Brian L. Barroso, City Manager

ATTEST:

KEY WEST TOURIST DEVELOPMENT ASSOCIATION

Steve Robbins, Board President TDA

ATTEST:

Secretary

CAPTAIN MORGAN MASQUERADE MARCH 2024



Exhibit "A"

LEGEND

- = FIRST AID STATION
- = HANDICAPPED PORT-O-LETS
- = PORT-O-LETS

PARADE STARTS HERE AT 7 P.M.
CONTINUES TO UNITED STREET

LEGEND

 = HANDICAPPED
PORT-O-LETS

PORT-O-LETS

PARADE STARTS HERE AT 7 P.M.
CONTINUES TO UNITED STREET

6 | Page



Exhibit "C"