*CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

TO STORY TO THE WILL
Name of Applicant(s) Key West Business Gived
Address of Applicant(s) 513 Truman Ave, KW FL 33040
Phone Number of Applicant(s) 294-41003 Fax: 294-3273 Email admine kwbgonline org
Name of Non-Profit (s) Same as above
Address of Non-Profit(s) Same as above
Phone Number of Non-Profit(s) Samu as above
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving 100% after expenses
Date/Dates of Event June 11 (Streetfair) June 12 (Pride Parade)
Hours of Operation Noun to 7pm (Street-Fair) 5pm-7pm (Parade)
Estimated/anticipated number of persons per day 3,000 to 5,000
Location of Event 700 and 800 Blocks of Duval (Streetfair) Duval (Paradu)
Street Closed 100m to 100m (street C.) and Br Sunday. June 12 200
Detailed description of event going left on Whitehead and Right on Duval, and ending at 1100 Block of Duval at 7pm
Streetfair on Saturday (June 11) and Phole Parade on Sunday (June 12)
Noise exemption required: YesNo
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.
Applicants Signature Date 3/29/11

(Financial statements of the event from the previous year must be attached and submitted

along with special event application)

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

\$50.00

Date 3/29/11

Date 3/24/11
Applicant Name Key West Business Guild
Applicant Address 513 Truman Ave, Key West FL 33040
Applicant Phone Number 305 - 294 - 4603
Event Name KEY WEST PRIDE STREETFAIR AND PARADE
Event Address/Location 700 - 800 Blocks Duval (street-Gra) Dans Starting at
Date of Event Street-Gair: June 11 Parach: June 12 Truman Annex and endy
Nature of Event The Street-Four and Pride Pavade culminate
the week's LGBT celebration of PRIDE
Profit Non Profit
Time(s) Request for Exemption 10am - 10 pm (June 11 2011) 5-7pm (June 12)
Number of Exemptions at this location this calendar year
Date of last exemption
City of Key West *** CUSTOMER RECEIPT *** Oper: KEYWMGM Type: OC Drawer: 1 Date: 4/11/11 45 Receipt no: 58380
Description Quantity Amount SS SPECIAL EVENTS PAYMENTS 1.00 \$50.00 G/L account number: 00100003429300
00100001940000

KW BUSINESS GUILS PRIDEFEST

Tender detail CK CHECK 1222 \$50.00 Total tendered \$50.00 Total payment \$50.00

Trans date: 4/11/11 Time: 8:55:03

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 PAYMENTS, LATE AND 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 ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED; AMENDING SECTION 6-58 TO PROVIDE FESTIVAL MAJOR SPONSORS APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING HANDICAP-ACCESSIBLE 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. 5-26. Payment for city services.

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

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

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, Aat 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.

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

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

A percentage of the revenues of a special event that causes the closing of a sity 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.
THON WHEN THE MANNEY
ATTEST:
CHERT STEP STEPS
CHERYL SMITH, CITY CLERK

RULES AND REGULATIONS FOR USE OF CITY OF KEY WEST PROPERTY FOR SPECIAL EVENTS

- All Applicant(s) must fill out a City of Key West (City) application form provided to you by the Office of the City Manager.
- Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.
- 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
- 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.
- 6. Within 30 days of the events completion the City Commission will receive a letter from the not for profit organization stating the amount of the monetary donation received from the event.

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

 Sponsor's Signature

- 8. Applicant(s) wishing to have an exemption from the noise control ordinance must fill out an application thirty days before the event. Processing fee for the application is \$50.00.

 Sponsor's Signature
- All applications are subject to approval at the discretion of the City Manager and/or City Commission.
 Sponsor's Signature
- 10. Notice of the city commission's proposed action on an application for a special event permit shall be mailed prior to the meeting at which the matter is to be considered to all property owners and occupants of property located within a 100-foot radius of the proposed special event. Notice of such proposed action also shall be published in a newspaper of general circulation in the city at least five days prior to the date of the city commission decision. The notice shall identify a contact person and phone number for complaints. The applicant shall pay for the newspaper advertisement. Sponsor's Signature
- 11. The organizer or sponsor of any special event, which requires the provision of additional or extraordinary support services by police, fire, administration, or other city departments shall pay to the city the cost of such services. A down payment of 10 percent of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten days prior to the special event.

 Sponsor's Signature
- 12. The first \$1000,00 of costs as specified in subsection (a) of the ordinance may be waived for any organizer or sponsor, which qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the special event a public accommodation subject to the human rights provision of the section 38-225.

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

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

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

 Sponsor's Signature

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

 Sponsor's Signature
- 17. Special Events organizers must submit a adequate recycle plan for the size of the event being requested. Helpful hints and recycling requirements for special events can be found on the city's website. This will help you develop your plan. Sponsor's Signature 21.
- 18. All special events are required to comply with the Federal Americans with Disability's Act which requires access to all areas and services provided by the special events. Organizers must insure that all aspects of their event meet the requirements.

 Sponsor's Signature ...

Complete Checklist for Event Recycling City of Key West

0	Identify contact person at the festival responsible for working with recycling. Name of person: <u>Patnck Shank</u> Phone number: <u>305-214-4603</u>
0	AluminumGlass#1 Plastic#2 Plastic Steel Steel
)	Define the amount of recycling containers needed for the festival grounds (based on commodities used at event and where they will be used and discarded. When recyclables are used throughout Amount of recycling containers needed: 20 - 95 gallons
	coordinate delivery and removal arrangements. Recycling containers may be ordered from Waste Arrangements made: Margaret Lava at Waste Managements.
	Contact person for containers: Rebecca Tombuson Phone #: 305-3700
	recycling containers.
	Acquire liner bags for the recycling containers to be placed on the grounds. Ensure that the capacity of the bags is equal to or greater than that of the recycling containers on the grounds.
•	to the large container. Arrangements made: Waste Management
	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.
	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 proble Problems: Actions taken:
	View trash barrels and note any recyclables in the trash. Take actions to solve problems. Actions taken:
	THE PARTY WALLES
	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.
	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. Contemination
	Contamination: Prepare a report on the many states.
	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 cloposet of \$1,000 -00 price to such
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2	r more information about quant

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

ATTACHMENT A

LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY

LICENSE NUMBER

THIS LICENSE TO USE CITY OF KEY WEST PROPERTY HEREIN DESCRIBED IS ISSUED BY THE CITY OF KEY WEST TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW, AND ON ATTACHMENTS B, AND C. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS, AND GENERAL PROVISIONS.

GENERAL PR	COATSTOTAS							-				
I. PROPERTY	LOCATION			2. DATES	COVERED			•				
KEY WEST	r, florida			FROM:	lune H 2011	то: Ји	nc 112011					
3. DESCRIPTI	ION OF PROPE	ERTY (INCLUDE ROOM AND	BUILDING NUM					•				
TRUMAN '	WATERFRO	ONT PROPERTY										
4. PURPOSE C	OF LICENSE				***************************************			6				
Key	Wes	+ Pride	Parac	de L	Inc-up	15+	art					
5. LICENSOR			PRESENTATIV					^^				
CITY OF K	EY WEST	DOUG BI 33041-643	RADSHAW, 1 34, (305) 809-	PORT PRO 3792	JECT MANAGER	, P.O. BOX 6	434, KEY WEST, FL					
6. LICENSEE	NAME AND AL	DDRESS)	6a. LICENSEE	REPRESENT	ATIVE (NAME/ADDRI	ESS/PHONE)	205-	794-4603				
Key Wes	st Bus	iness Guild	Rebe	ccel	iom linsa	on/573	Truman/Keyu	vest FL				
		7. REFUNDABLE DE (IF NO CASH PAYMENT		or ricor ax	(THIOL)						
a. AMOUNT		The state of the s										
	One time payment Submitted with License Port office at P.O Box 6434, Key West, FL 33041-643											
		8, ADDI	TIONAL CHARG	GES FOR USI	OF PROPERTY							
	***************************************	(IF NO CASH PAYMENT	IS REQUIRED,	ENTER "NO	NE" UNDER ITEM 8a	"AMOUNT"						
a. AMOUNT (E PAYMENT)	ACH	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE I	DATE	d. TO (MAILING ADI	ORESS)						
					Port office at P.O	ey West, FL 33041-6434						
		9. INSUR	ANCE REQUIRI	ED AT EXPE	NSE OF LICENSE							
	(IF ANY OR A	LL INSURANCE REQUIREM	ENTS HAVE BE	EN WAIVED	, ENTER "NONE" IN a	, b, c, OR d AS A	PPROPRIATE)					
TY	PE	MINIMUM AMO	UNT		TYPE	MIN	IMUM AMOUNT					
a. FIRE AND EX COVERAGE	XTENDED	SEE ITEM#	10		PARTY PERSONAL Y PER PERSON	S	EE ITEM#10					
b. THIRD PART PROPERTY DA		SEE ITEM#1	0		PARTY PERSONAL PER ACCIDENT	SI	EE ITEM #10					
10. GENERAL (CONDITIONS	SEE ATTACHED)		***************************************								
VEHICLES CO OF MOTOR VE FHREE MILLIC	VERING CLAI HICLES INCL ON DOLLARS	REHENSIVE AUTOMOBILE MS FOR INJURIES TO MEME UDING ONSITE AND OFFSIT ANNUAL AGGREGATE. (B.)	BERS OF THE PU TE OPERATION COMMERCIAL	JBLIC AND/ WITH LIMIT GENERAL L	OR DAMAGES TO PR S OF ONE MILLION I IABILITY COVERAG	OPERTY OF OT OOLLARS EACH E IN THE AMOU	HERS ARISING FROM USE HOCCURRENCE AND JNT OF LMILLION					
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			II. EXECUTI	ON OF LICE	NSE							
ron.			ву			·						
FOR		NAME AND TITLE			SIGNATURE		DATE					
CITY OF KEY WEST	MR. Л	M SCHOLL, CITY MAI	NAGER									
LICENSEE	Reb	eccatomla	son	Rel	recent comb	سند	3/31/11					

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ATTACHMENT B: GENERAL CONDITIONS

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

Initials of Applicant

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

- 1. The Licensee shall indemnify and save harmless the City of Key West, its officers, agents, servants and employees from all liability or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows: "The insurer waives any right of subrogation against the City of Key West which might arise by reason of any payment made under this policy." This indemnity shall survive the expiration of this License.
- j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensors local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.
- K. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the City of Key West the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.
- In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin, sex, disability, ancestry, sexual orientation, gender identity or expression, marital status, parental status or source of income. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except Subcontracts for standard commercial supplies or raw materials.
- III. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.
- 11. The laws of the State of Florida shall govern the validity of this license agreement, interpretation, performance, and any other claims related to it. The venue for any and all claims or legal actions will be Monroe County, Florida.

RST

ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

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

Initials of Applicant



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

ALL EVENTS REQUIRING ACCESS
TO UTILIZE THE TRUMAN
WATERFRONT PROPERTY MUST
HAVE A SIGNED LICENSE FOR USE
OF THE PROPERTY PRIOR TO THE
SPECIAL EVENT RESOLUTION
GOING TO CITY COMMISSION.

PLEASE CONTACT DOUG BRADSHAW AT 305-809-3792 TO OBTAIN A LICENSE.



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.

Pheca Toml, Executive Director KNIBG



CERTIFICATE OF LIABILITY INSURANCE

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KWBG Admin

Subject:

FW: Police Officers for Pride Street Fair and Parade

From: KWBG Admin [mailto:admin@kwbgonline.org]

Sent: Tuesday, March 29, 2011 10:30 AM

To: 'Steve Torrence'

Subject: RE: Police Officers for Pride Street Fair and Parade

Great! The Key West Pride Street Fair is scheduled for Saturday, June 11 2011. The Street Closure runs from 10am to 10pm with Set-up at 10am to Noon. The Street Fair will be in full swing Noon to 7pm. Breakdown from 7pm – 9pm. Street Open at 10pm. The Parade is scheduled for Sunday, June 12. We will meet at the Truman Annex at 3pm, and kick-off at 5pm following the traditional parade route from the Annex, left on Whitehead, right on Duval and ending at the end of the 1100 block of Duval, by 7pm. Would you please let us know what our next steps are, and confirm this email so we can include it in our street closure application with the city. Thanks!

Rebecca Tomlinson
Executive Director
Key West Business Guild
513 Truman Avenue
Key West, FL 33040
www.keywestbusinessguild.org
www.gaykeywestfl.com
www.fla-keys.com/gay
305-294-4603 office
305-587-8961 cell

From: Steve Torrence [mailto:storrenc@keywestcity.com]

Sent: Tuesday, March 29, 2011 10:19 AM

To: KWBG Admin

Subject: Re: Police Officers for Pride Street Fair and Parade

Good morning You and I schedule the officers for the Parade and the Street Closure.

Steve

On Tue, Mar 29, 2011 at 10:11 AM, KWBG Admin <a dmin@kwbgonline.org> wrote:

Hey Steve. We are preparing our Street Closure Application for the City. The police officers that are required for the street fair (Saturday June 11) and the parade (Sunday June 12), do they get scheduled by the City as part of the street closure application, or do I have to arrange those with you?



Key West Business Guild PO Box 1208 . 513 Truman Avenue . Key West, FL 33041 (305)-294-4603 . Fax (305)-294-3273 . keywestbusinessguild.org

Special Event Recycle Plan

Key West Business Guild – Key West Pride Street Fair 700 and 800 Blocks of Duval Street Saturday, June 11 2011, Noon to 7pm.

Recycle Coordinator: Patrick Shank, Office Manager

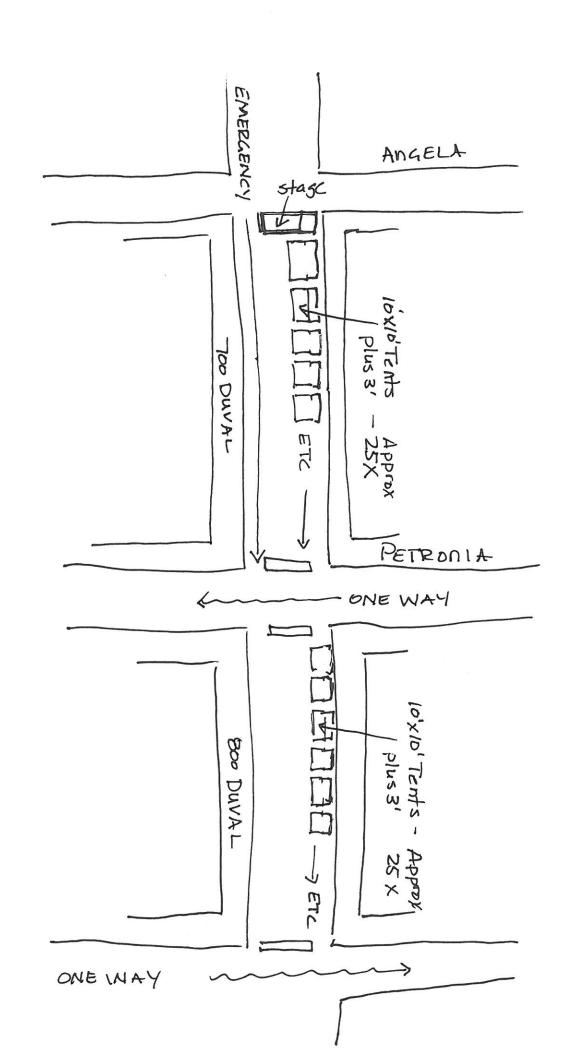
The Key West Business Guild will once again contract with Waste Management of the Florida Keys who will provide containers for waste removal. These containers will be delivered on Friday, June 11 to the corner of Petronia and Duval and lined neatly against the wall of the Bourbon Street Pub on Petronia until they can be set into place on Saturday, June 12th before Noon. Containers will be returned to the side of the Bourbon St Pub on Petronia late Saturday night, and will be picked up by Waste Management on Monday. We will work with volunteers throughout the day, organized by the Guild's Executive Director and Event Coordinator to ensure that containers are used appropriately and are moved to a convenient pick-up location at the end of the night.

PETITION OF NO OBJECTIONS KEY WEST PRIDE STREET FAIR SATURDAY, JUNE 11 2011, NOON TO 7PM. 700 and 800 BLOCKS OF DUVAL

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PETITION OF NO OBJECTIONS KEY WEST PRIDE STREET FAIR SATURDAY, JUNE 11 2011, NOON TO 7PM. 700 and 800 BLOCKS OF DUVAL

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June 8-12 2011 June 11 10am Setup/ Noon Start /7pm Down KEYWEST PRIDE STREETFAIR

Break

Key West Business Guild, Inc. Pridefest 2010 Profit Loss Detail January through June 2010

Key West Business Guild Statement of PrideFest 2010 Income and Expenses For the Period 1/1/2010 Through 6/30/2010

	2010 Pridefest Mixer Total 2010 Pridefest Street Fair	2010 Pridefest BO/EFA Sponsors Total 2010 Pridefest BC/EFA Sponsors	2010 Pridefest Sponsors Total 2010 Pridefest Sponsors	Event income Pride Fest 2010 Pridelest BC/EFA Event Total 2010 Pridelest BC/EFA Event
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Key West Business Guild, Inc. Pridefest 2010 Profit Loss Detail January through June 2010

	Pridefest Expense 2010 Pridefest BC/EFA Event Exp Total 2010 Pridefest BC/EFA Event Exp 2010 PrideFest Streetfair Exp.	2010 Pride Streetfair Donations Total 2010 Pride Streetfair Donations Total Pride Fest Income	2010 Pridefest Drag King Event Total 2010 Pridefest Drag King Event 2010 Pridefest KWEST Event Total 2010 Pridefest KWEST Event	Total 2010 Miss Pridefest @ LaTeDa 2010 Mr. Pridefest Contest Total 2010 Mr. Pridefest Contest	Total 2010 Pridefest Street Fair
Check Bill Bill	Check Bill Bill Bill	Deposit Deposit	Deposit Deposit	Deposit Deposit Deposit Deposit Deposit	Type Invoice
06/12/2010 06/14/2010 06/14/2010 06/14/2010	05/17/2010 05/31/2010 06/30/2010 06/25/2010	06/09/2010 06/14/2010	06/14/2010 06/14/2010	06/09/2010 06/09/2010 06/10/2010 06/10/2010 06/10/2010 06/09/2010 06/14/2010	Date 05/17/2010 05/17/2010 05/17/2010 05/17/2010 05/18/2010 05/20/2010 05/20/2010 05/25/20/2010 05/25/2010 05/25/2010 05/25/2010 05/25/2010 05/25/2010 05/25/2010 05/25/2010 05/25/2010 05/25/2010 05/25/2010 05/25/2010 05/25/2010 05/25/2010
8006 Pride2010 Reimb, PF 2010	7880 Pridefest 2010 BC/EFA Donation BC/EFA Reimb.				S616 5617 5618 5617 5613 5613 5609 5637 5634 5638 5638
Sammy the Sound Man Frank Zamora Eric Biskup Windsor Holdings	Waterfront Playhouse Broadway Cares/Equity Fights AIDS Broadway Cares/Equity Fights AIDS Mac29e/ENTS	Miscellaneous Income Miscellaneous income	Miscellaneous income Miscellaneous income	Miscellaneous income Miscellaneous income Miscellaneous income Miscellaneous income Miscellaneous income Miscellaneous income	Name AQUA Diamonds international Bathfitter Island less LLC Michael E. Arth for Governor Details Landscaping Is it Art Blue Steel Jewelry Hip Hoops Kevin Smith Jewelry Designs INCA Trail First State Bank Miscellaneous Income
Sound for Streetfair/Street Party KWPD 14 hours KWPD 6 hours Reimbursement for decorations & Rick Worth design	Broadway Cares Pridefest Theater Rental Expenses for Waterfront Playhouse Production Donation from Waterfront Playhouse Production Bartender for BC/EFA event relimbursement	Donations for Conch Republic flags Pride Booth	Drag King Event @ Pearl's Admissions	Admissions Admissions Admissions Admissions Admissions Admissions	PF Streetfair
1,700.00 580.00 240.00 1,165.32	800.00 2,000.00 1,553.00 70.00 4,423.00	50.00 60.00 110.00	1,310.00 1,310.00 335.00	140.00 150.00 720.00 1,010.00 25.00 25.00 1,285.00 1,340.00	Amount 100.00 100.00 100.00 100.00 100.00 15

Key West Business Guild, Inc. Pridefest 2010 Profit Loss Detail January through June 2010

Total Net Income	Total Pridefest Expense	Total 2010 Pridefest Miscellaneous													2010 Pridefest Miscellaneous	Total Pridefest Coordinator Fee		Pridefest Coordinator Fee	Total 2010 Pridefest Advertising							2010 Pridefest Advertising	Total 2010 PrideFest Parade Expenses							2010 PrideFest Parade Expenses	Total 2010 PrideFest Streetfair Exp.		
			Bill	Bill	Bill	Bill	BIII	BII	Check	BIII	Bii	Bill	Bill	Check			General Journal			Bill	BII	Bill	Check		BIII				₽	BIII	BIII	BIII	Bill			BIII	Туре
			06/25/2010	06/30/2010	06/30/2010	06/09/2010	06/07/2010	05/25/2010	05/17/2010	05/04/2010	05/01/2010	04/16/2010	02/10/2010	01/31/2010			02/01/2010			06/16/2010	06/16/2010	06/16/2010	03/05/2010	02/25/2010	02/23/2010			06/14/2010	06/14/2010	06/14/2010	06/14/2010	06/14/2010	06/14/2010			06/16/2010	Date
			Stoli Comm.	Reimb. Awards	Cancer Fdn.	Partycheap Reimb.	3203	Reimb H. Mosley	7981	Rhinestone Reimb	PF Sashes 5/1/10	Reimb crown	358651529	7883			Prepaid Exp			Reimb. PrideFest	Insertion Order	Reimb. PrideFest	7913	May/June 1/4 pg.	Pridefest2010 Ad			2010 Pridefest	2010 Pridefest	2010 Pridefest	2010 Pridefest	2010 Pridefest	2010 Pridefest			PF Streetfair	Num
			Mac29eVENTS	Randy Detrick	Cancer Fdn. Of Floriday Keys	Robert Murrell	Details Landscaping Design, Inc.	Steve Smith	City of Key West	Steve Smith	Steve Smith	Steve Smith	John C. Giuliano	City of Key West			Rebecca Tomlinson			Randy Detrick	The Keynoter	Randy Detrick	Babs Wade	The Gay & Lesbian Review	City of Key West			Donald Barrios	George Villareal	Randle Hartle	Jeff Williamson	Robert Allen	Steve Torrence			Joseph Piccolo	Name
			Commission for Stoli Sponsorship	Reimb. Of award plaques	Donation of door receipts from Miss Pridefest	Multicolor Banners/Pennants 120 ft.	Donation for Mt. Trashmore Hillside Flag Paint	Reimbursement for Holley to distribute PF posters a	pridefest ad for liquor sales	Crowns	Reimburse S.Smith for PF Winner sashes	Tiara from Rhinestone Jewelry	1&1 Internet, Inc. reimbursement: pridefestkeywest.	Noise Exemption Fee-2010 Pridefest 6/12/10			Payment #1 of 12			20 Posters for Pridefest on 5/26	Pridefest Program production & printing	25 Posters for Pridefest on 5/5	All Event Rack Cards	May/June 1/4 pg ad	Ad for commission meeting notice			KWPD 4 hours	KWPD 4 hours	KWPD 4 hours	KWPD 4 hours	KWPD 4 hours	KWPD 4 hours			Labor fee for working PF streetfeir	Memo
3,463.38	14,327.12	1,743.62	300.00	150.00	400.00	201.26	250.00	35.00	28,58	133,53	82.00	106.26	6.99	50.00		578.84	578.84		2,611.34	30.09	2,000.00	26.61	117.48	380.00	57.16		1,080.00	180.00	180.00	180.00	180.00	180.00	180.00		3,890.32	225,00	Amount



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION Key West Business Guild Pridefest June 11 & 12, 2011

I Rebecca Tomlinson being authorized to act on behalf of and legally bind Key West Business Guild 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 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.

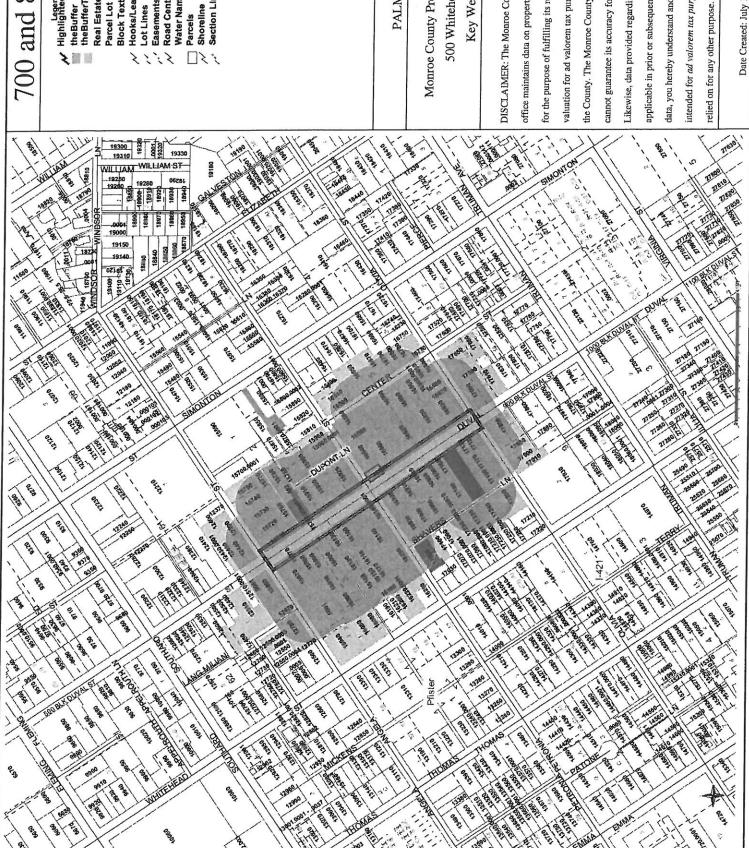
west, its giffeets, agenes,	and employees.
Mana Ratellifa	Rheca Tomb
Signature of Witness	Signature of Applicant
Maria Ratelitt	REBECCA TOMLINSON Print Name
3/31/2011	3/31/11
Date	Date



PUBLIC NOTICE

THIS IS TO NOTIFY YOU THAT THE KEY WEST BUSINESS GUILD HAS APPLIED TO THE KEY WEST CITY COMMISSION FOR A SPECIAL EVENT PERMIT UNDER SECTION 6-86 OF THE CITY'S NOISE CONTROL ORDINANCE. THE APPLICATION IS FOR AN EVENT TO TAKE PLACE ON SATURDAY, JUNE 11, 2011 FROM 12:00 NOON TO 7:00 P.M. ON THE 700 & 800 BLOCK OF DUVAL STREET FOR PRIDEFEST WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON MAY 3, 2011, AT 6:00 P.M., OLD CITY HALL, 510 GREENE STREET.

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



700 and 800 Blk

Real Estate Number Road Centerline Parcel Lot Text Hooks/Leads **Block Text** Lot Lines

PALMIS

Monroe County Property Appraiser 500 Whitehead Street Key West, FL

intended for ad valorem tax purposes only and should not be the County. The Monroe County Property Appraiser's office for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such office maintains data on property within the County solely DISCLAIMER: The Monroe County Property Appraiser's data, you hereby understand and agree that the data is cannot guarantee its accuracy for any other purpose.

Date Created: July 1, 2010 1:44 PM

700 DUVAL ST LLC	704 DUVAL ASSOCIATES INC	715 DUVAL ST REALTY LLC
100 PARK ST TRAVERSE CITY, MI 49684	1210 STIRLING RD DANIA, FL 33004	18 LORRAIN TER MARBLEHEAD, MA 01945
	and DOUDDOUND	ALCORED ELDA
717 DUVAL ST LLC 717 DUVAL ST KEY WEST, FL 33040	801 BOURBON INC 1013 TRUMAN AVE KEY WEST, FL 33040	ALCOBER ELDA 380 MOUNTAIN RD UNION CITY, NJ 07087
BACON ROBERT S JR P O BOX 423	BEAVER DENNIS A LIVING TRUST DTD 6/6/03 1207 WHITEHEAD ST	BITON YORAM AND COURTNEY 3714 FLAGLER AVE
POINT CLEAR, AL 36564	KEY WEST, FL 33040	KEY WEST, FL 33040
CBB OREO LLC	CLEMENS KAREN	DAVIDSON JUDITH H
1220 S STATE RD 7 HOLLYWOOD, FL 33023	225-227 PETRONIA ST KEY WEST, FL 33040	P O BOX 4210 KEY WEST, FL 33041
DEEGAN MICHAEL	DILLY GROVE LIMITED PARTNERSHIP	DION LAWRENCE R
729 OLIVIA ST KEY WEST, FL 33040	610 SOUTHARD ST KEY WEST, FL 33040	PO BOX 1209 KEY WEST, FL 33041
DION RENTAL PROPERTIES LLC	GEORGIA/CAROLINA I & D LLC	GOSSWEILER PATRICK
638 UNITED ST KEY WEST, FL 33040	1215 VARELA ST KEY WEST, FL 33040	816 DUVAL ST KEY WEST, FL 33040
	KAMBART RICHARD & COLDCTEIN	
JOSEPH J SCHROEDER LLC 1013 TRUMAN AVE	KAMRADT RICHARD & GOLDSTEIN WALTER TRUSTEE 815 DUVAL STREET	MANCUSI JOSEPH A 514 NE 2ND PL
KEY WEST, FL 33040	KEY WEST, FL 33040	DANIA, FL 33004
MENDOLA CHARLES AND BIQUETTE 2601 S ROOSEVELT BLVD	OLD TOWN KEY WEST DEVELOPMENT LTD	ORTEGA EVELYN A LIV TR 10/30/2008 1418 ROSE ST
KEY WEST, FL 33040	PO BOX 1237 KEY WEST, FL 33040	KEY WEST, FL 33040
PEREZ ROSA LEE DEC OF TRUST 12/8/1997	ROBINSON ALESSANDRA	SCHROEDER JOSEPH J
316 SOUTHARD ST KEY WEST, FL 33040	721 DUVAL ST KEY WEST, FL 33040	1202 THOMPSON ST KEY WEST, FL 33040

SEPULVEDA ZAIRA WESCHLER KENNETH
P O BOX 1614 915 VON PHISTER ST
KEY WEST, FL 33041 KEY WEST, FL 33040

WHITE COMMUNICATIONS INC 685 EAST LONG LAKE BLOOMFIELDS HILLS, MI 48304 WOLKOWSKY DAVID W LIVING TRUST P O BOX 1429 KEY WEST, FL 33040 Event Name: Key WEST BUSINESS GUILD KEY WLEST PRIDE

Special Event Checklist

Everything must be checked off before submitting the special event application

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

"Variage

Pride Fest June 11:12,2011

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):	CONDITIONS/RESTRICTIONS:
Marie Bate 331201	
PUBLIC WORKS	
SIGNATURE DATE	
POLICE DEPARTMENT	
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FIRE DEPARTMENT	
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KEY WEST PROPERTY MANAGEMENT	
SIGNATURE DATE	
PARKING DEPARTMENT	
SIGNATURE DATE	

3052928205

From: CITY MANAGERS OFFICE

305+809+3886

04/13/2011 22:15 #077 P.001/005

Fide Fest June 11:12,2011

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):	CONDITIONS/RESTRICTIONS:
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KEY WEST PROPERTY MANAGEMENT	
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PARKING DEPARTMENT	
SIGNATURE DATE	

Pride Fest June 11:12,2011

CITY OF KEY WEST SPECIAL EVENTS - DEPARTMENT APPROVALS

EVENT (DETIAL SIGNOFF):	CONDITIONS/RESTRICTIONS:
Maria Katchely 3/3/2011	
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FIRE DEPARTMENT	See ATTACHER LATTER.
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THE CITY OF KEY WEST

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

To: Key West Business Guild

From: Division Chief/Fire Marshal Marcus del Valle

Date: 04/12/2011

Reference: Pride Fest Street Fair and Parade

The following conditions apply:

This office reviewed the special event application for Pride Fest Street Fair to be held at on June 11, 12, 2011.

The following conditions apply:

- Cooking and Generator use 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.
 (Stage cannot block Duval Street).
- Any float that has a generator needs to have a Life Safety Inspection.
- The Event is responsible for the cost of 1 Fire Inspector who will perform the Life Safety Inspection on event dates.
- Event coordinator is responsible for scheduling the inspection with this office.

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

Marcus del Valle, Fire Marshal

Key West Fire Department 1600 N. Roosevelt Blvd. Key West, Florida 33040



Key West Fire Department

Office of the Fire Marshal

Marcus del Valle, Fire Marshal Peter Malott, Capt. / Fire Inspector Danny Blanco, Lt. / Fire Inspector Alan Averette, Lt. / Fire Inspector 1600 N. Roosevelt Blvd. Key West, FL 33040 Phone: (305) 292-8179 Fax: (305) 293-8399

Food Booth and Vendor Regulations

Vendor Booth Construction and Location

- 1. Each vendor booth shall have at least one exit way, minimum 3 feet wide by 6' height (booth frame shall not intersect exit path).
- 2. A 60-inch clearance shall be maintained between the cooking surface and any combustible canopy.

Butane or Propane equipment:

- 1. Shut-off valves must be provided at each fuel source.
- 2. Tanks must be protected from damage and <u>secured</u> in an <u>upright</u> position and must be located at least 5 feet apart from each other.
- 3. No storage of extra butane or propane tanks in booth.
- 4. Tanks not in use must be turned OFF.
- 5. Unused fuel cylinders shall be stored in a secured position. Unused cylinders must be located 50 feet away from all combustibles.

All compressed gas bottles, flammable or non-flammable shall be properly secured to prevent accidental tipping over.

Electrical Power:

- 1. Generators shall be placed in locations approved by the Fire Marshal's Office for "special events" use.
- 2. Refueling of generators is prohibited during event hours. No extra fuel shall be stored during event hours.
- 3. During approved refueling times, no smoking or open flames are allowed within 25 feet.
- 4. Extension cords shall be of grounded type and approved for exterior use. Extension cords shall be placed so as not to create a hazard.

Charcoal Cooking:

1. Charcoal cooking must be located in areas away from public access.

- 2. Charcoal cooking must be 10 feet away from combustible structures and parked vehicles.
- 3. Coals shall be disposed in metal containers

Deep Fat Frying/Flambé/Open Flame Cooking:

- 1. Deep fat frying is defined as any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.
- 2. The cook area must not be accessible by the general public.
- 3. Deep fat frying equipment must be equipped with a temperature regulating device.
- 4. Separation must be maintained with a minimum of 3 feet clearance between deep fat frying and flambé or open flame cooking.

Fire Extinguishers:

- 1. Each cooking booth must be equipped with a fire extinguisher with a minimum rating of <u>3A:40B:C</u>. (dry chemical extinguisher)
- 2. For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A:10B:C** must not exceed 75 feet.
- 3. Fire extinguishers must be serviced annually and be tagged accordingly.
- Each generator must be provided with a fire extinguisher with a minimum 40B:C rating. The extinguisher shall be located near the generator and accessible at all times.
- 5. Each cooking booth that is using deep fat fryers must have a <u>6 Liter Type K</u> (wet chemical fire extinguisher).

Miscellaneous:

Fire Hydrants – Fire Hydrants must not be obstructed at any time for any reason.

Streets – Parking is limited, therefore, do not leave your vehicle parked where it will block the street in such a manner as to prevent other vehicles from passing.

The above regulations are not inclusive of other general fire safety provisions that may be imposed upon inspection.

Any booth not in compliance will be immediately closed.

Fire Safety Tips

- 1. Know where the nearest fire extinguisher is located and how to use it.
- 2. **DO NOT** leave cooking operations unattended.
- 3. **DO NOT** wear loose fitting clothing while cooking.
- 4. Remove trash accumulation regularly.
- 5. Keep combustibles away from heat sources.
- 6. Do not spray lighter fluid on briquettes that have been previously ignited.
- 7. In case of emergency, DIAL 9-1-1.



KEY WEST FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

KEY West PRIDE STREET FAIR June 11, 2011

Please Check All That Apply To This Event

Cooking
☐ Deep Frying/Open Flame
Charcoal Grill
Gas Grill
☐ Food Warming Only
☐ Catered Food
Plan for Cooking Oil Disposal
☐ No Cooking on Site
Electrical Power
☐ Generator
☐ 110 AC with Extension Cords
☐ DC Power
Road Closure Map of Closed Road with Fire Lane & Vendor Booth(s) Locations
Tents (More Than 200 SqFt.)
☐ Flame Resistance Certificate Vendors to Provide 10×10 tents
☐ Size, Type, Location of Tent(s)
Food Booths
□ Food Booths - Total # approx 5
□ Vendor Booths - Total # approx 45
☐ Total Number of Booths - <u>approx 50</u>
Parade
☐ Floats — Total # approx 50

#141 P.001/001

From: GITY MANAGERS OFFICE

305+809+3886

04/14/2011 00:25

#078 P.001/005

Pride Fest June 11:12,2011

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):	CONDITIONS/RESTRICTIONS
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KEY WEST PROPERTY MANAGEMENT	
WANAGEWENT	
SIGNATURE DATE	
PARKING DEPARTMENT	
SIGNATURE DATE	



Maria Ratcliff <mratclif@keywestcity.com>

Events

3 messages

Maria Ratcliff <mratclif@keywestcity.com>

Thu, Apr 14, 2011 at 4:16 PM

To: Richard Sarver <rsarver@keywestcity.com>, Steve Torrence <storrenc@keywestcity.com>, Jim Fitton <ifitton@keywestcity.com>

Gentleman.

The events are in the Shared Drive unders Special events with Approval Sheet. I guess my files are getting to big. Sorry about that. Thanks

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

Jim Fitton <jfitton@keywestcity.com>

Thu, Apr 14, 2011 at 4:30 PM

To: Maria Ratcliff <mratclif@keywestcity.com>

Transit will make adjustments to compensate fort the street closures. Does this suffice for approval since I can't scan or fax yet

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

From: Maria Ratcliff

Sent: Thursday, April 14, 2011 4:16 PM **To:** Richard Sarver; Steve Torrence; Jim Fitton

Subject: Events

[Quoted text hidden]

Maria Ratcliff <mratclif@keywestcity.com>

To: Jim Fitton < jfitton@keywestcity.com>

yes. thanks

[Quoted text hidden]

Thu, Apr 14, 2011 at 4:33 PM



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

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 May 3, 2011, 6:00 p.m. Old City Hall

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

American Cancer Society
Fundraiser
Cinco De Mayo
400 Block of Duval Street
Noise Exemption & Alcohol Extension
Thursday, May 5, 2011
6:00 p.m. to 10:00 p.m.
Contact Renee Gilbert305 797-0746

Sister Season Fund Inc.
Survivors Party at the
Southernmost Beach at 1405 Duval Street
Monday, May 30, 2011
4:00 p.m. to 8:00 p.m.
Contact: Ginger King 305 849-0991

Key West Business Guild
Pridefest 2011
June 11 & 12, 2011
Street Fair
700 & 800 Block of Duval Street
June 11, 2011
12:00 noon to 7:00 p.m.
Pridefest Parade
Sunday, June 12, 2011
5:00 p.m. to 7:00 p.m.
Starting at the Truman Annex going left on Whitehead
And right on Duval and
Ending at 1100 Block of Duval Street
Contact: Rebecca Tomlinson 305 294-4603