

RECEIVED

JUL 12 2011

CITY MANAGER

CITY OF KEY WEST

APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) World Sailfish Championship

Address of Applicant(s) 1035 Court St, Ste 202, Clearwater, FL 33756

Phone Number of Applicant(s) 727.631.0072 Fax: 727.450.2177 Email \_\_\_\_\_

Name of Non-Profit (s) World Sailfish Champ. Charitable Foundation

Address of Non-Profit(s) 1035 Court St, Ste 202, Clearwater, FL 33756

Phone Number of Non-Profit(s) 727.631.0072

Amount or Percentage of Revenue Non-Profit(s) anticipates receiving 100 K yr

Date/Dates of Event April 17-21, 2012

Hours of Operation 12 noon - midnight

Estimated/anticipated number of persons per day 1000

Location of Event Malory Square

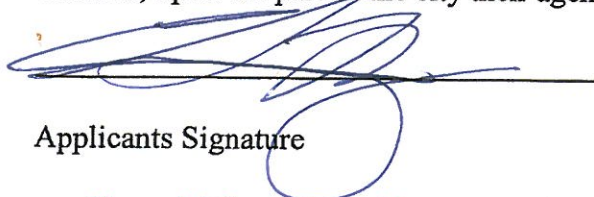
Street Closed NO

Detailed description of event Sponsor Village, tents for sponsors, for dinners & events, VIP area & concert area.

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.



Applicants Signature

5/26/11

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 5.23.11

Applicant Name World Sailfish Championship

Applicant Address 635 Court St, Ste 202, Clearwater, FL 33756

Applicant Phone Number 727.631.0072

Event Name World Sailfish Championship

Event Address/Location Mallory Square

Date of Event April 17-21

Nature of Event Sailfish Tournament

Profit  Non Profit

Time(s) Request for Exemption 11am - midnight

Number of Exemptions at this location 1

Date of last exemption \_\_\_\_\_

City of Key West  
\*\*\* CUSTOMER RECEIPT \*\*\*  
Oper: KEYWVSB Type: DL Drawer: 1  
Date: 7/13/11 45 Receipt no: 84468

Description	Quantity	Amount
SS SPECIAL EVENTS PAYMENTS	1.00	\$50.00

G/L account number:  
001000000429300  
001000001040000

WORLD SAILFISH - NOISE

Tender detail		
LR CHECK	8186	\$50.00
Total tendered		\$50.00
Total payment		\$50.00

Trans date: 7/13/11 Time: 11:20:37



WORLD SAILFISH  
CHAMPIONSHIP<sup>SM</sup>  
KEY WEST, FLORIDA

Wednesday, April 10, 2011

Jim Scholl  
City Manager, Key West  
525 Angela Street  
Key West, Florida 33040

Dear Mr. Scholl,

We, the World Fishing Tour, submitted a Special Event permit for Mallory Square in Key West on July 7, 2011.

I would like to inform you that this permit is in request for 5 years, 2012 to 2016.

If you have any questions concerning this permit please feel free to contact me at 727.631.0072.

Thank you,

Katy Newton  
Event Manager  
World Sailfish Championship



ORDINANCE NO. 02-09

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES ENTITLED "AMUSEMENTS AND ENTERTAINMENT" BY AMENDING ARTICLE II PERTAINING TO SPECIAL EVENTS; AMENDING SECTION 6-26 TO REQUIRE A DOWN PAYMENT ON THE COST OF CITY SERVICES, TO ALLOW FOR INTEREST ON LATE PAYMENTS, AND TO INCREASE THE COST WAIVER TO \$1,000.00; ADDING SECTION 6-27 TO RESTRICT PLACEMENT OF FOOD, BEVERAGE AND MERCHANDISE BOOTHS; AMENDING SECTION 6-56 TO REQUIRE THE APPLICATION TO LIST AN EMERGENCY CONTACT PERSON; AMENDING SECTION 6-57 TO ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED; AMENDING SECTION 6-58 TO PROVIDE THAT MAJOR FESTIVAL SPONSORS MAKE APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING TO HANDICAP-ACCESSIBLE BATHROOM FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

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

(b) The city 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 established, then within thirty (30) days after the event the city may impose an interest charge on the amount due at the rate of one and one half percent (1½%) per month.

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

(d) The first ~~\$500.00~~ \$1,000.00 of costs as specified in subsection (a) of this section may be waived for any organizer or sponsor which has qualified as a tax-exempt nonprofit organization according to state 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.

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



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 or business entity.

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

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

Section 4.

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

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

(a) A major festival is a special event of regional impact. Major festivals are: 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 Mange's Mangoes, and such other special events as may be added or subtracted by resolution of the city commission. Private persons or business entities who sponsor major festivals are not required to provide funds to a non-profit organization per section 6-57. An application for a major festival must be received in the city manager's office at least six (6) months in advance of the scheduled event. Have a non-profit coapplicant or to provide a percentage of revenues to a charitable cause.

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

Section 6

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

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

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

Section 7.

If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefore and shall be construed as reasonable and necessary to achieve the lawful purposes of this ordinance.

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 16<sup>th</sup> day of October, 2002.

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

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

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




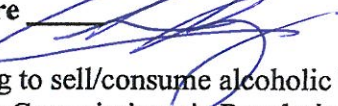

Filed with the Clerk November 21, 2002.

Sponsor's Signature




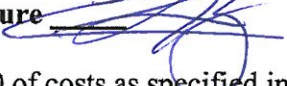




A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, written over a horizontal line.



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

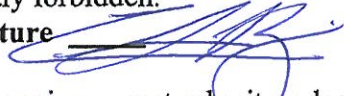
1. All Applicant(s) must fill out a City of Key West (City) application form provided to you by the Office of the City Manager.
2. Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.
3. Application(s) must provide comprehensive liability insurance 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** 



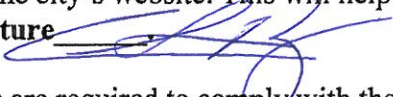
8. Applicant(s) wishing to have an exemption from the noise control ordinance must fill out an application thirty days before the event. Processing fee for the application is \$50.00.  
**Sponsor's Signature** 
9. All applications are subject to approval at the discretion of the City Manager and/or City 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** 



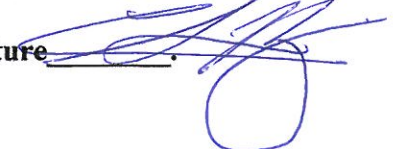
16. Special events may use fog, smoke and bubble machines or any device that emits a mist or spray contingent on Key West Fire Department approval. Approval must be obtained a minimum of 48 hours prior to the event. The use of confetti or confetti machines is strictly forbidden.

Sponsor's Signature 

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

Sponsor's Signature 

18. All special events are required to comply with the Federal Americans with Disability's Act which requires access to all areas and services provided by the special events. Organizers must insure that all aspects of their event meet the requirements.

Sponsor's Signature 

# Complete Checklist for Event Recycling

## City of Key West

- Identify contact person at the festival responsible for working with recycling.  
Name of person: Katy Newton Phone number: 727.631.0072
- 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: 20 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: Greg Sullivan Waste Management
- Capacity of containers on grounds: Waste Management to drop extra containers  
Contact person for containers: Greg Sullivan Phone #: 305-47-3312
- Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers. yes
- 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 & Mark Bacon
- 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: Greg Sullivan; Waste Management
- 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. yes
- 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. *yes*

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

Actions taken: We will monitor guests with staff & volunteers to ensure guests are placing garbage & recycled goods in their correct bins.

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

Actions taken: Volunteers & WSC staff to check all garbage bins during & after events for any recycled products & move them to recycle bins.

- 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: WSC will ensure all vendors & guests are aware of recycling program & will be required to participate. Photos of garbage & recycling bins will be taken prior to, during & after all events.

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

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

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

*yes, arrangements made with Waste Management*

- 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: Waste Management to provide

Contamination: Waste Management to provide

- Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations. *yes*

- Share the results with event organizers. *yes*

- 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*







## THE CITY OF KEY WEST

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

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

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be "C. J. ...".

**Special Event Recycle Plan: World Fishing Tour, LLC**

World Sailfish Championship 2012

April 17-21, 2012 – Mallory Square, Key West

- Set Up: April 13-17, 2012
- Breakdown: April 21-23, 2012

**Recycle Coordinator/ Event Organizer:**

Katy Newton, World Fishing Tour, LLC

(O) 727.631.0072

(C) 813.787.3082 – During Event

Report recycles tonnage to City by May, 4, 2012.

The Recycle Coordinator has corresponded with Waste Management representatives, Margaret Lara and Greg Sullivan.

**Description of Event:**

Co-chaired by Retired General H. Norman Schwarzkopf and legendary Coach Don Shula, the World Sailfish Championship is the most high profile fishing tournament in the world. It has been known as the “Super Bowl of Sportfishing” and designed to provide a world class competition to anglers as well as a world class venue for sponsors. Each year the event kicks off with a National Anthem performance and a military color guard presentation and flyover at Mallory Square in front of thousands of spectators. The World Sailfish Championship is dedicated to raising funds for charity and bringing business to the City of Key West.

**Recycle Coordinator will:**

- Educate all World Sailfish Championship staff, volunteers, and vendors of the recycle and waste policy prior to the event.
- Receive recycle signs one week prior to the event.
- Reserve Approximately 50 total (25 recycle, 25 waste) recycle and waste bins 4 weeks prior to the event to be placed throughout the event footprint during set up, during the event and clean up.
  - Will make certain there is a recycle bin paired with a waste bin
  - Place bins within 20 feet of all drink and food locations within tent
  - Place bins directly behind bars and food stations throughout the tent
  - Remove all garbage and recyclables from the tent after each event by Waste Management
  - Recycle all Cardboard and any other recyclable items from every event vendor/organizer and be collected by Waste Management
  - Properly mark and monitor each bin to ensure the recyclables are not contaminated by waste. Containers will be noticeably marked.
- Coordinate drop of extra waste and recycle dumpster by Waste Management one day prior to event set up.





## THE CITY OF KEY WEST

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

# PUBLIC NOTICE

THIS IS TO NOTIFY YOU THAT **EXECUTIVE ADVENTURES, LLC ( WORLD SAILFISH TOURNAMENT** 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 **TUESDAY, APRIL 17 THROUGH APRIL 21, 2011 FROM 11:00 A.M. TO 12:00 MIDNIGHT AT MALLORY SQUARE** WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON **OCTOBER 5, 2011, AT 6:00 P.M., OLD CITY HALL, 510 GREENE STREET.**

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

## 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.

1. PROPERTY LOCATION

KEY WEST, FLORIDA

2. DATES COVERED

FROM: 4.17 TO: 4.21

3. DESCRIPTION OF PROPERTY (INCLUDE ROOM AND BUILDING NUMBERS WHERE APPROPRIATE)

TRUMAN WATERFRONT PROPERTY

4. PURPOSE OF LICENSE

Special Event, Sailfish Tournament

5. LICENSOR

CITY OF KEY WEST

5a. CITY REPRESENTATIVE (TITLE AND ADDRESS)

DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, FL 33041-6434, (305) 809-3792

6. LICENSEE (NAME AND ADDRESS)

World Sailfish Championship  
35 Court St, Ste 202 Clearwater, FL 33756

6a. LICENSEE REPRESENTATIVE (NAME/ADDRESS/PHONE)

Christopher King 635 Court St, Ste 202 Clearwater, FL 33756 727-669-6972

7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE)  
(IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 7a "AMOUNT")

a. AMOUNT	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (MAILING ADDRESS)
0	One time payment	Submitted with License	Port office at P.O Box 6434, Key West, FL 33041-6434

8. ADDITIONAL CHARGES FOR USE OF PROPERTY  
(IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 8a "AMOUNT")

a. AMOUNT (EACH PAYMENT)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (MAILING ADDRESS)
1500.00			Port office at P.O Box 6434, Key West, FL 33041-6434

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE  
(IF ANY OR ALL INSURANCE REQUIREMENTS HAVE BEEN WAIVED, ENTER "NONE" IN a, b, c, OR d AS APPROPRIATE)

TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE	SEE ITEM #10	c. THIRD PARTY PERSONAL INJURY PER PERSON	SEE ITEM#10
b. THIRD PARTY PROPERTY DAMAGE	SEE ITEM#10	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	SEE ITEM #10

10. GENERAL CONDITIONS (SEE ATTACHED)

Licensee shall carry (A.) COMPREHENSIVE AUTOMOBILE INSURANCE AND VEHICLE LIABILITY INSURANCE FOR OWNED AND NON-OWNED VEHICLES COVERING CLAIMS FOR INJURIES TO MEMBERS OF THE PUBLIC AND/OR DAMAGES TO PROPERTY OF OTHERS ARISING FROM USE OF MOTOR VEHICLES INCLUDING ONSITE AND OFFSITE OPERATION WITH LIMITS OF ONE MILLION DOLLARS EACH OCCURRENCE AND THREE MILLION DOLLARS ANNUAL AGGREGATE. (B.) COMMERCIAL GENERAL LIABILITY COVERAGE IN THE AMOUNT OF 1 MILLION DOLLARS/OCCURRENCE AND 2 MILLION DOLLARS ANNUAL AGGREGATE FOR THE TERM OF THE LICENSE. LICENSE IS FURTHER SUBJECT TO THE PROVISIONS IN ATTACHMENT B AND C.

II. EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE	SIGNATURE	
CITY OF KEY WEST	MR. JIM SCHOLL, CITY MANAGER		
LICENSEE			

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE.



## ATTACHMENT B: GENERAL CONDITIONS

- a. 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 determined 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.
- i. 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 Licensor's 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.
  - l. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin, sex, disability, ancestry, sexual orientation, gender identity or expression, marital status, parental status or source of income. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except Subcontracts for standard commercial supplies or raw materials.
  - m. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.
  - n. The laws of the State of Florida shall govern the validity of this license agreement, interpretation, performance, and any other claims related to it. The venue for any and all claims or legal actions will be Monroe County, Florida.



**ATTACHMENT C: ADDITIONAL PROVISIONS**

The licensee is subject to the following additional provisions:

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 \$ 0 refundable deposit and a \$ 0 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.
5. 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.
8. 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.
10. 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.
13. Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.



CK

14. Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
15. 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.
- CK 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.
24. 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 policies 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.
- CK 27. N/A Licensee may be required to suspend activity as directed by City Staff during special events that occur at the Truman Waterfront.
- CK 28. N/A 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.

## World Salifish Championship Profit & Loss

<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>EA Income</b>	
Marketing Income	300.00
Pocket Guide	600.00
Merchandise	2,491.61
Sponsorship Income	242,992.69
WSC Entry Fees	<u>213,056.17</u>
<b>Total Income</b>	<b>459,440.47</b>
<b>Cost of Goods Sold</b>	
Advertising & Promotions	12,900.92
Boat Shows COGS	403.50
Travel	10,052.00
Meals & Entertainment	2,930.37
Auction Trade Items	45,000.00
Audio/Visual Equip./Lg. Screen	3,450.00
Ban/Signs/Brochures/Check	13,944.79
Event Equipment/Supplies	34,115.66
Linens/Tables/Tent	54,000.00
Stickers/Tickets/Badges	174.35
Truck/Trailer Rental	849.67
Lodging & Hospitality-Event	2,167.72
Merchandise Costs	47,960.78
Catering	51,325.20
Misc. Labor	2,400.00
Photography	1,000.00
Security/Fire/Paramedic	4,996.00
Talent Fees	614.90
Prizes and Trophies	106,871.72
Sales Commissions	<u>8,750.00</u>
<b>Total COGS</b>	<b><u>403,907.58</u></b>
<b>Gross Profit</b>	<b>55,532.89</b>
<b>Expense</b>	
Dues and Subscriptions	346.00
Insurance	1,285.31
Office Supplies	218.54
Wireless	120.00
Professional Fees	5,170.00
Wages	<u>16,400.00</u>
<b>Total Expense</b>	<b><u>23,539.85</u></b>
<b>Net Income</b>	<b><u><u>31,993.04</u></u></b>

**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 SCHEDULE THE EVENT AND  
OBTAIN A LICENSE**





SECTION 4 - AFFIDAVIT OF APPLICANT  
NOTARIZATION REQUIRED

Trade Name (D/B/A)

World Sailfish Championship

"I, the undersigned individually, or if a corporation for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that the foregoing information is true and correct."

If applying for a temporary extension, check the box to confirm the following statement:

"I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."

STATE OF Florida

COUNTY OF Pinellas



APPLICANT SIGNATURE

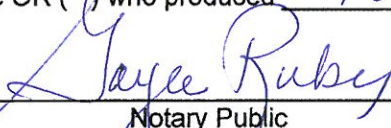
The foregoing was ( ) Sworn to and Subscribed OR ( ) Acknowledged Before me this 27<sup>th</sup> Day

of May, 20 11, By Christopher King who is (  ) personally known

to me OR ( ) who produced FLDL

as identification

NOTARY PUBLIC STATE OF FLORIDA  
Gayle S. Ruby  
Commission # EE070208  
Expires: MAR. 03, 2015  
BONDED THROUGH ATLANTIC BONDING CO., INC.



Notary Public

Commission Expires



**SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED  
AB&T AUTHORIZED SIGNATURE REQUIRED**

Sketches should be drawn in ink and include all walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show each floor.

Trade Name (D/B/A)

World Sausfish Championship

Please see attached  
floor plan.

Receipt Number \_\_\_\_\_ Date of Receipt \_\_\_\_\_

Extension Fee \_\_\_\_\_ Date \_\_\_\_\_

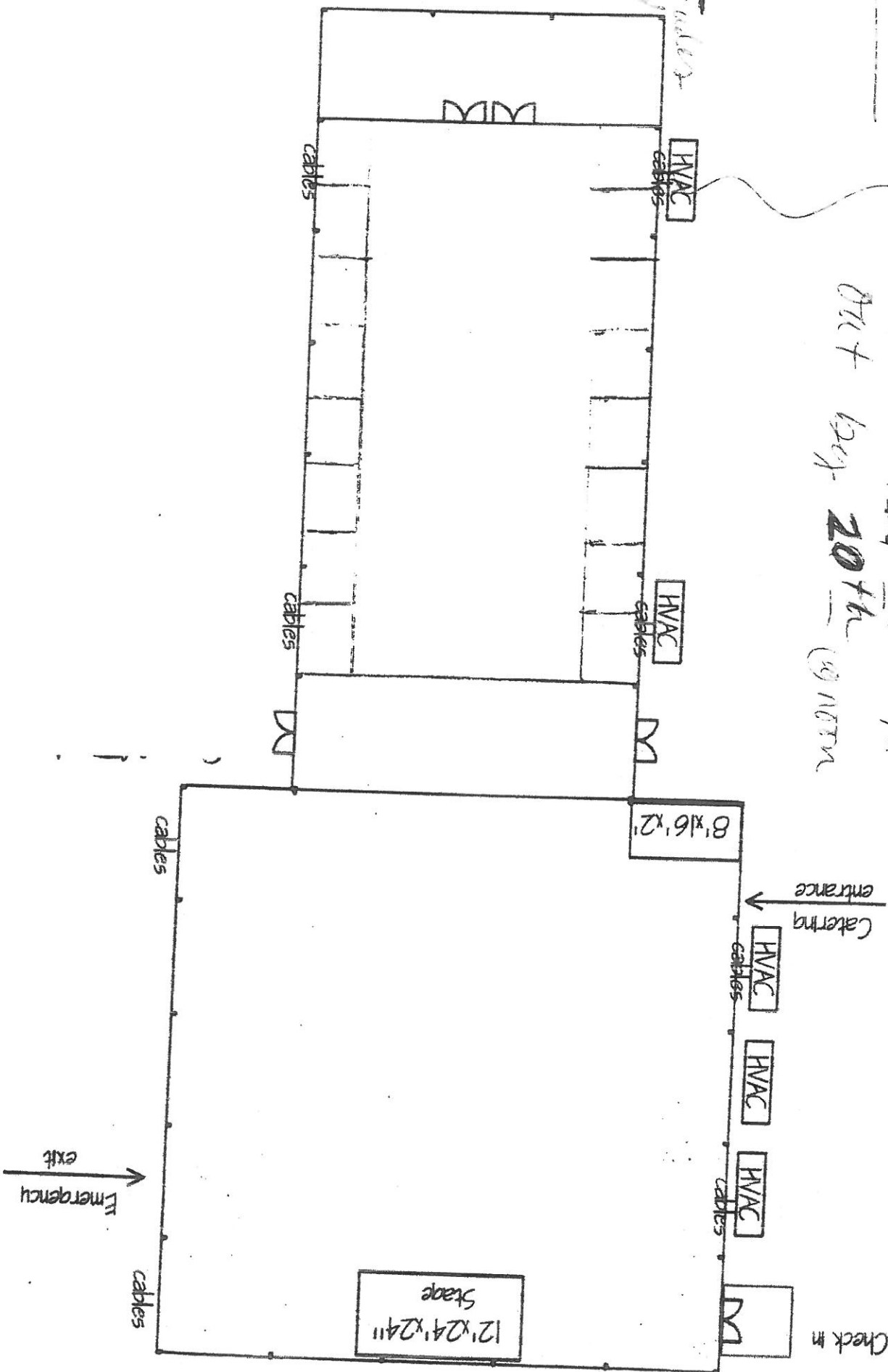
AB&T Authorized Signature \_\_\_\_\_  Approved  Disapproved



10 Days

Started on 10<sup>th</sup> Friday  
at 12:00 PM (approx)

Power cables  
required  
from  
stage



**DBPR ABT-6003 – Division Of Alcoholic Beverages and Tobacco Application for One/Two/Three Day Permits or Special Sales License**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL  
REGULATION  
1940 North Monroe Street  
Tallahassee, FL 32399-0783**

*If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation or your local district office. Please submit your completed application to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.*

[http://www.myflorida.com/dbpr/abt/district\\_offices/licensing.html](http://www.myflorida.com/dbpr/abt/district_offices/licensing.html)

SECTION 1 -- CHECK TRANSACTION REQUESTED	
<b>Transaction Type:</b>	
<input checked="" type="checkbox"/> One/Two/Three Day Permit	<input type="checkbox"/> Special Sales License

SECTION 2 – LICENSE INFORMATION			
Full Name of Entity or Organization <i>Executive Adventures, LLC</i> (If this is a corporation or other legal entity, enter the name as registered with the Secretary of State)			
Corporation Charter Number (if applicable)	FEI Number (if applicable) <i>59-3677165</i>		
Business Name or Name of Event <i>World Sailfish Championship</i>			
Location of Event (Street and Number) <i>Maury Square</i>			
City <i>Key West</i>	County <i>Monroe</i>	State <i>FL</i>	Zip Code <i>33040</i>
Mailing Address (Street or P.O. Box) <i>635 Court St, Ste 202</i>			
City <i>Clearwater</i>	State <i>FL</i>	Zip Code <i>33756</i>	
Contact Person <i>Katy Newton</i>		Phone Number <i>727.1031.0072</i>	
Date(s) Permit Desired <i>April 17-21, 2012</i>			



**SECTION 3 – SALES TAX  
TO BE COMPLETED BY THE DEPARTMENT OF REVENUE**

Name of Entity or Organization \_\_\_\_\_

The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

Department of Revenue Stamp:

**SECTION 4 - ZONING  
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION**

Organization Name/Name of Event \_\_\_\_\_

Location of Event (Street and Number) \_\_\_\_\_

City \_\_\_\_\_

County \_\_\_\_\_

The location complies with zoning requirements for the temporary sale of alcoholic beverages pursuant to this application for a One/Two/Three Day permit, or Special Sales License.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

SECTION 5 - AFFIDAVIT OF APPLICANT  
FOR NON-PROFIT CIVIC ORGANIZATION ALCOHOLIC BEVERAGE PERMIT

NOTARIZATION REQUIRED

Name of Entity or Organization

World Saffish Championship

"This is to certify that the applicant requesting the permit in the above and foregoing application is a non-profit civic organization and that the permit, if used, will be used only by the organization making application, on the date(s) requested and at the location stated. This is to further certify that the applicant organization has not received more than three (3) permits within the calendar year and agree that the location may be inspected and searched during the time that the permit is issued and business is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for purposes of determining compliance with the alcoholic beverage laws.

I, the undersigned individual, hereby swear or affirm that I am duly authorized to make the above and foregoing statements on behalf of the applicant organization. Furthermore, I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true to the best of my knowledge."

STATE OF Florida

COUNTY OF Pinellas

[Signature]  
APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR ( ) Acknowledged Before me this 27 Day of May, 20 11, By: Christopher C. King

who is ( ) personally known to me OR ( ) who produced FLDQ as identification.

[Signature]  
Notary Public

Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
Gayle S. Ruby  
Commission # EE070208  
Expires: MAR. 03, 2015  
BONDED THROUGH ATLANTIC BONDING CO., INC.



This form is to be completed ONLY when the event of the non profit organization is being held at a location that is licensed for the sale of alcoholic beverages by the Division.

?

Note: This form must be signed by the permanent license holder and submitted by the non-profit group along with the application for One/Two/Three Day Permit.

Licensee: World Sailfish Championship

Business Name: Executive Adventures LLC

License # Series:

Name of Non-Profit Group: World Sailfish Championship Charitable Foundation

Date(s) of Event:

## IMPORTANT

A One/Two/Three Day permit is being requested for an event to be held on your licensed premises. During the event, no sales or service of alcoholic beverages may be made under your alcoholic beverage license. Failure to comply will result in administrative charges being filed against your license.

Signature of Licensee



# THE CITY OF KEY WEST

Parking Division

P.O.Box 1409, Key West, FL 33040

## Parking Requests for Special Events

Please describe any Special Event Parking requests below:

The World Sailfish Championship  
will need approximately 8 parking  
spaces within the Mallory Square  
parking area.

Mallory Square Rates: \$4.00 per hour or \$32.00 per day per space

Key West Bight Rates: \$2.00 per hour or \$16.25 per day per space

On-Street Meter Rates: \$1.50 per hour or \$20.00 per day per space.

Vendors and Event Organizers must pay for metered parking used outside of Event Zone.

Modification of rates or parking waivers can only be approved by City Commission.

If you have any questions, please contact John Wilkins, Parking Manager at (305) 809-3855 or email [jwilkins@keywestcity.com](mailto:jwilkins@keywestcity.com)

(305) 809-3855 [jwilkins@keywestcity.com](mailto:jwilkins@keywestcity.com)





**KEY WEST FIRE DEPARTMENT  
FIRE MARSHAL'S OFFICE**

Please Check All That Apply To This Event

Cooking

- Deep Frying/Open Flame
- Charcoal Grill
- Gas Grill
- Food Warming Only
- Catered Food
- Plan for Cooking Oil Disposal
- No Cooking on Site

Electrical Power

- Generator
- 110 AC with Extension Cords
- DC Power

Road Closure

- Map of Closed Road with Fire Lane & Vendor Booth(s) Locations

Tents (More Than 200 SqFt.)

- Flame Resistance Certificate
- Size, Type, Location of Tent(s)

Food Booths

- Food Booths - Total # \_\_\_\_\_
- Vendor Booths - Total # ~ 14
- Total Number of Booths - 14

Parade

- Floats - Total # \_\_\_\_\_

WORLD SAILFISH CHAMPIONSHIP  
CHARITABLE FOUNDATION

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Friday, June 3, 2011

City of Key West  
City Hall  
P.O. Box 1409  
Key West, Florida 33041

Dear City Manager Jim Scholl,

The World Sailfish Championship Charitable Foundation will be receiving the funds raised by the World Sailfish Championship charity events including the silent and live auctions.

Thank you,

A handwritten signature in blue ink that reads "Holly King". The signature is fluid and cursive, with the first letters of "Holly" and "King" being significantly larger and more prominent than the rest of the letters.

Holly King  
World Sailfish Championship Charitable Foundation

The WORLD SAILFISH CHAMPIONSHIP CHARITABLE FOUNDATION is registered with the Florida Department of Agriculture and Consumer Services, registration #CH25756.

A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800) 435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE



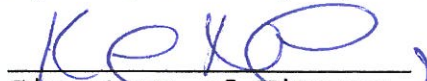


# THE CITY OF KEY WEST

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

**RELEASE AND INDEMNIFICATION**  
**Executive Adventures, LLC**  
**World Sailfish Championship**  
**Mallory Square**  
**April 17 - 21, 2012**

I **Christopher King** being authorized to act on behalf of and legally bind **Executive Adventures LLC, World Sailfish Tournament** 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.

  
Signature of Witness

Katy Newton  
Print Name

7/12/11  
Date

  
Signature of Applicant

Christopher King - President  
Print Name

7/11/11  
Date

**Subject:** Re: Waterfront Season for 2011-2012

[Quoted text hidden]

---

**Maria Ratcliff** <[mratclif@keywestcity.com](mailto:mratclif@keywestcity.com)>  
To: Gary Symons <[garysymons@att.net](mailto:garysymons@att.net)>

Wed, Aug 10, 2011 at 8:40 AM

Gary, The World Sailfish people are requesting to use Mallory Square for their annual event. This is going to be April 17 through April 21st. Let me know if you have something going on before I procede. Thanks

[Quoted text hidden]

---

**Gary Symons** <[garysymons@att.net](mailto:garysymons@att.net)>  
To: Maria Ratcliff <[mratclif@keywestcity.com](mailto:mratclif@keywestcity.com)>

Wed, Aug 10, 2011 at 9:05 AM

Good Morning Maria:

Not at the Waterfront; we have a concert @ the San Carlos on April 21, 2012.

Gary

---

**From:** Maria Ratcliff <[mratclif@keywestcity.com](mailto:mratclif@keywestcity.com)>

**To:** Gary Symons <[garysymons@att.net](mailto:garysymons@att.net)>

**Sent:** Wed, August 10, 2011 8:40:52 AM

[Quoted text hidden]

[Quoted text hidden]

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**Maria Ratcliff** <[mratclif@keywestcity.com](mailto:mratclif@keywestcity.com)>  
To: Gary Symons <[garysymons@att.net](mailto:garysymons@att.net)>

Wed, Aug 10, 2011 at 9:11 AM

Great, thanks Gary

[Quoted text hidden]





# WATERFRONT PLAYHOUSE

at Mallory Square, Key West

BUY TICKETS

[LINKS](#)

[SEATING CHART](#)

[Membership](#)

[Subscriptions](#)

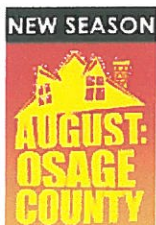
[DONATE](#)

[CONTACT US](#)

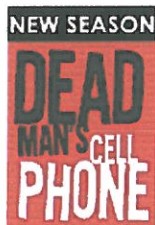
[PAST SEASONS](#)

[TICKETS](#)

Announcing the 2011 - 2012 SEASON



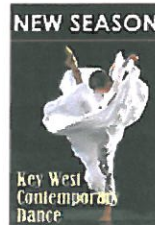
**August:  
Osage County**  
Dec. 20 - Jan. 14



**Dead Man's  
Cell Phone**  
Jan. 31 - Feb 18



**The 25th Annual  
Putnam County  
Spelling Bee**  
March 6 - April 7



**Key West  
Contemporary  
Dance**  
April 12-14



**Home  
Exchange**  
May 3 - May 25

## SPECIAL EVENTS:

**It Takes Two!**  
(season opening concert)  
November 18 and 19th

**Dancing Man:  
Dennis Hyland in Concert**  
January 20

**The Look of Love:  
Carmen Sings Burt Bacharach**  
April 21 (at the San Carlos Institute)

The Waterfront Playhouse presents The Key West Burlesque Company in:  
**THE TWIRLING BUOY SALACIOUS SIDESHOW**

October 22, 23 and 24, 2011 - All shows start at 8 PM

**[CLICK HERE TO BUY TICKETS NOW](#)** or For more information **[CLICK HERE](#)**.

*Theater In Paradise - The WFPH by Digital Island Media*



**World Sailfish Championship Contact Information**

Christopher King  
Chairman  
[cking@csmgroup.net](mailto:cking@csmgroup.net)  
Direct: (727) 450-1542  
Cell: (727) 639-4902  
Fax: (727) 450-2177

Holly King  
Chief Operations Officer  
[hking@csmgroup.net](mailto:hking@csmgroup.net)  
Direct: (727) 669-6972 x541  
Cell: (727) 643-6388  
Fax: (727) 450-2177

Katy Newton  
Event Director  
[knewton@csmgroup.net](mailto:knewton@csmgroup.net)  
Direct: (727) 669-6972 x551  
Cell: (813) 787-3082  
Fax: (727) 450-2177

Tiffany Kuhlman  
Angler / Sponsorship Relations  
[tkuhlman@csmgroup.net](mailto:tkuhlman@csmgroup.net)  
Direct: (727) 669-6972 x542  
Cell: (727) 455-7310  
Fax: (727) 450-2177



Event Name: World Sailfish Championship

## Special Event Checklist

Everything must be checked off before submitting the special event application

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

JPE-15

World Sailfest APRIL 17-21-2012

CITY OF KEY WEST SPECIAL EVENTS  
DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

CONDITIONS/RESTRICTIONS:

Maria Latuff 8/10/2011

SIGNATURE DATE

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**PUBLIC WORKS**

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✓

SIGNATURE DATE

**POLICE DEPARTMENT**

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✓

SIGNATURE DATE

**FIRE DEPARTMENT**

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\_\_\_\_\_

✓

SIGNATURE DATE

**PORT/ Key West DOT**

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✓

SIGNATURE DATE

**CODE COMPLIANCE**

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✓

SIGNATURE DATE

**KEY WEST PROPERTY  
MANAGEMENT**

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SIGNATURE DATE

**PARKING DEPARTMENT**

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

SIGNATURE DATE



Maria Ratcliff &lt;mratclif@keywestcity.com&gt;

## World Sailfish April 17 - 21, 2012

3 messages

**Maria Ratcliff <mratclif@keywestcity.com>**

**Wed, Aug 10, 2011 at 10:03 AM**

To: Richard Sarver <rsarver@keywestcity.com>, Steve Torrence <storrenc@keywestcity.com>, Marcus Delvalle <mdelvalle@keywestcity.com>, Jim Fitton <jfitton@keywestcity.com>, Jim Young <jjyoung@keywestcity.com>, Marilyn Wilbarger <mwilbarg@keywestcity.com>, John Wilkins <jwilkins@keywestcity.com>, Myra Wittenberg <mwittenb@keywestcity.com>, Alyson Crean <acrean@keywestcity.com>

World Sailfish April 17 - 21, 2012

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*Maria Ratcliff*

*Executive Administrator to City Manager  
and Special Events Coordinator*

*PH [\(305\) 809-3881](tel:3058093881)*

*Fax [\(305\) 809-3886](tel:3058093886)*



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1483K

**Myra Wittenberg <mwittenb@keywestcity.com>**

**Wed, Aug 10, 2011 at 10:15 AM**

To: Maria Ratcliff <mratclif@keywestcity.com>

Cc: Jim Fitton <jfitton@keywestcity.com>

Maria

Looks good to me - I think John Wilkins has resolved the "temporary" pass issues over the past two (2) years to work with the Cale Machines - so he issues them direct from the Parking Enforcement division - and collects for the fees as well.

So long as there are no road closures or detours involved with bus services - I'm good.

Thanks for including KWDoT,  
Myra

[Quoted text hidden]



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1483K

**Jim Young <jjyoung@keywestcity.com>**

**Wed, Aug 10, 2011 at 10:20 AM**

To: Maria Ratcliff <mratclif@keywestcity.com>

On Wed, Aug 10, 2011 at 10:03 AM, Maria Ratcliff <[mratclif@keywestcity.com](mailto:mratclif@keywestcity.com)> wrote:



SPE-153

World Sailfest APRIL 17-21-2012

CITY OF KEY WEST SPECIAL EVENTS  
DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

CONDITIONS/RESTRICTIONS:

Marina Katuski 8/10/2011  
SIGNATURE DATE

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PUBLIC WORKS

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SIGNATURE DATE

POLICE DEPARTMENT

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SIGNATURE DATE

FIRE DEPARTMENT

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SIGNATURE DATE

PORT/ Key West DOT

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SIGNATURE DATE

CODE COMPLIANCE

Jim Young 10 Aug 11  
SIGNATURE DATE

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KEY WEST PROPERTY  
MANAGEMENT

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SIGNATURE DATE

PARKING DEPARTMENT

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SIGNATURE DATE

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**Jim Young**  
Code Compliance Manager  
City of Key West  
Office: [305. 809.3737](tel:305.809.3737)  
Fax: [305. 809.3739](tel:305.809.3739)  
[jjyoung@keywestcity.com](mailto:jjyoung@keywestcity.com)

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25K

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**Jim Fitton** <[jfitton@keywestcity.com](mailto:jfitton@keywestcity.com)>  
To: Maria Ratcliff <[mratclif@keywestcity.com](mailto:mratclif@keywestcity.com)>

Wed, Aug 10, 2011 at 10:58 AM

no issues from the port

Jim Fitton  
Port and Transit Director  
City of Key West  
[\(305\) 809-3795](tel:305.809.3795) office  
[\(305\) 725-6446](tel:305.725.6446) cell

---

**From:** Maria Ratcliff [<mailto:mratclif@keywestcity.com>]  
**Sent:** Wednesday, August 10, 2011 10:04 AM  
**To:** Richard Sarver; Steve Torrence; Marcus Delvalle; Jim Fitton; Jim Young; Marilyn Wilbarger; John Wilkins; Myra Wittenberg; Alyson Crean  
**Subject:** World Sailfish April 17 - 21, 2012

[Quoted text hidden]

WORLD SAILFISH APRIL 17-21, 2012

CITY OF KEY WEST SPECIAL EVENTS  
DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):	CONDITIONS/RESTRUCTIONS
_____ SIGNATURE                  DATE	_____ _____ _____
PUBLIC WORKS	_____ _____ _____
_____ SIGNATURE                  DATE	_____ _____ _____
POLICE	_____ _____ _____
_____ SIGNATURE                  DATE	_____ _____ _____
FIRE DEPARTMENT	<u>SEE ATTACHED MEMO</u>
Marcus del Valle                  08/10/11	_____ _____ _____
_____ SIGNATURE                  DATE	_____ _____ _____
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: World Sailfish Championship Charitable Foundation

From: Division Chief/Fire Marshal Marcus del Valle

Date: 08/10/2011

Reference: Sailfish Tournament

This office reviewed the special event application for the World Sailfish Championship Sponsors Village to be held at The Curry Mansion on April 17 - 21, 2012.

The following conditions apply as in previous years:

- Any cooking that takes place on city property needs to have a Life Safety Inspection.
- All tents need to have a Life Safety Inspection.
- Event organizer is responsible for 2 Fire Inspectors @ \$35.00 an hour. They will be present for the entire event to conduct a Fire Safety Watch.
- The emergency vehicle passage into the area needs to stay clear of vehicles.
- **Event coordinator is responsible for scheduling the inspection with this office.**

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

***Marcus del Valle***, Fire Marshal

Key West Fire Department

1600 N. Roosevelt Blvd.

Key West, Florida 33040

305-292-8179 Office

305-293-8399 Fax

[mdelvalle@keywestcity.com](mailto:mdelvalle@keywestcity.com)

***Serving the Southernmost City***

KEY WEST FIRE



JPE 155

World Sailfish April 17-21-2012

CITY OF KEY WEST SPECIAL EVENTS  
DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

CONDITIONS/RESTRICTIONS:

Maria R... 8/10/2011  
SIGNATURE DATE

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PUBLIC WORKS

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SIGNATURE DATE

POLICE DEPARTMENT

[Signature] 8/15/11  
SIGNATURE DATE

① Will need area duty officers;  
② Noise Exemption  
③ AST permit

FIRE DEPARTMENT

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PORT/ Key West DOT

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CODE COMPLIANCE

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KEY WEST PROPERTY  
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PARKING DEPARTMENT

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