

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

Name of Applicant(s) KEY WEST FILM SOCIETY, INC., a Fla. non-profit  
Address of Applicant(s) 416 EATON ST.  
Phone Number of Applicant(s) 305 295-9493 Fax: \_\_\_\_\_ Email \_\_\_\_\_  
dble.  
Tropic  
Cinema

Name of Non-Profit (s) SAME as above  
Address of Non-Profit(s) SAME as above  
Phone Number of Non-Profit(s) same as above

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

Date/Dates of Event April 6, 2014

Hours of Operation 3pm - 10pm.

Estimated/anticipated number of persons per day 300 to 500

Location of Event 400 Block, EATON STREET

Street Closed EATON FROM WHITEHEAD TO DUVAL

Detailed description of event OUTDOOR CELEBRATION OF 10<sup>TH</sup>

ANNIVERSARY OF TROPIC CINEMA; BAND, MUSIC, ONE FILM

Noise exemption required: Yes X No \_\_\_\_\_ ADMISSION FREE  
FOOD AND DRINKS SOLD

Alcoholic beverages sold/served at event: Yes X No \_\_\_\_\_

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

D. H. McLaughlin

JAN. 29, 2014

Applicants Signature

Date

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

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

**\$50.00**

Date \_\_\_\_\_

Applicant Name Key West Film Society, Inc., a Fla. non-profit  
 Applicant Address 416 EATON STREET  
 Applicant Phone Number 305-295-9493  
 Event Name 10<sup>TH</sup> ANNIVERSARY CELEBRATION OF TROPIC CINEMA  
 Event Address/Location 400 BLOCK EATON STREET  
 Date of Event APRIL 6, 2014 3 to 10pm  
 Nature of Event OUTDOOR PARTY W/ BAND, MUSIC, ONE FILM,  
FOOD & DRINKS

Profit  Non Profit

Time(s) Request for Exemption 3:00

Number of Exemptions at this location this calen

Date of last exemption n/a

City of Key West  
 \*\*\* CUSTOMER RECEIPT \*\*\*  
 Oper: KEYWSJS2 Type: OC Drawer: 1  
 Date: 2/03/14 45 Receipt no: 16563

Description	Quantity	Amount
SS SPECIAL EVENTS PAYMENTS	1.00	\$50.00

G/L account number:  
 00100003429300  
 00100001040000

KEY WEST FILM SOCIETY INC  
 NOISE EXEMPTION

Tender detail		
CK CHECK	3070	\$50.00
Total tendered		\$50.00
Total payment		\$50.00

Trans date: 1/31/14 Time: 16:02:17

# 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 \_\_\_\_\_

M. HELMERICH

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 \_\_\_\_\_

M. HELMERICH

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 \_\_\_\_\_

M. HELMERICH

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 \_\_\_\_\_

M. HELMERICH

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 \_\_\_\_\_

M. HELMERICH

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 \_\_\_\_\_ *M. A. W. R. C. H.*

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

Sponsor's Signature \_\_\_\_\_ *M. A. W. R. C. H.*

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 \_\_\_\_\_ *M. A. W. R. C. H.*

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 \_\_\_\_\_ *M. A. W. R. C. H.*

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 \_\_\_\_\_ *M. A. W. R. C. H.*

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 \_\_\_\_\_ *M. A. W. R. C. H.*

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 \_\_\_\_\_ *M. A. W. R. C. H.*

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 \_\_\_\_\_ *M. A. W. R. C. H.*

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

Sponsor's Signature \_\_\_\_\_

W. H. A. U. F. A. C. H.

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

Sponsor's Signature \_\_\_\_\_

W. H. A. U. F. A. C. H.

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

Sponsor's Signature \_\_\_\_\_

W. H. A. U. F. A. C. H.

# Complete Checklist for Event Recycling

## City of Key West

- Identify contact person at the festival responsible for working with recycling.  
Name of person: MATTHEW Helmerich Phone number: 923-9259
- 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: paper
- 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: 12 (6+6)
- 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: application signed, to be submitted
- Capacity of containers on grounds: \_\_\_\_\_  
Contact person for containers: \_\_\_\_\_ Phone #: \_\_\_\_\_
- Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and 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.
- Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.  
Arrangements made: volunteers will do necessary emptying
- 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: application signed, to be submitted
- Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Inform them that signs will be posted in their areas.
- Oversee the delivery of containers and placement of signs.
- Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

containers must be adjacent to trash barrels in order to reduce contamination problems.

- Monitor recycling containers for correct usage during the event and take actions to solve problems.  
Problems: \_\_\_\_\_  
Actions taken: \_\_\_\_\_  
\_\_\_\_\_
- View trash barrels and note any recyclables in the trash. Take actions to solve problems.  
Problems: \_\_\_\_\_  
\_\_\_\_\_  
Actions taken: \_\_\_\_\_  
\_\_\_\_\_
- Take photos of event recycling, record data on volumes of recyclables and trash, and ask vendors and event organizers for comments about the program  
Comments: \_\_\_\_\_  
\_\_\_\_\_
- Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.
- At the end of the event, remove signs and arrange for their return to owners.
- Place recycling containers in the pick-up location, as arranged with the providers of the containers.
- Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels.  
Amount of material: \_\_\_\_\_  
  
Contamination: \_\_\_\_\_
- Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.
- Share the results with event organizers.
- Security deposit of \$1000.00 must be submitted prior to the event.
- Security deposit returned: \_\_\_\_\_

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

City of Key West  
 \*\*\* CUSTOMER RECEIPT \*\*\*  
 Oper: KEYWSJS2 Type: OC Drawer: 1  
 Date: 2/03/14 45 Receipt no: 16565

Description	Quantity	Amount
ZZ UNUSUAL PAYMENT	1.00	\$1000.00

G/L account number:  
 00100002200100  
 KEY WEST FILM SOCIETY INC

RECYCLING DEPOSIT

Tender detail		
CK CHECK	3068	\$1000.00
Total tendered		\$1000.00
Total payment		\$1000.00

Trans date: 1/31/14 Time: 16:05:29

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

**Key West Film Society, Inc.**  
 Tropic Cinema Theatre  
 P. O. Box 1283  
 Key West, FL., 33041  
 305-294-5857

1ST STATE BANK OF THE FL KEYS  
 KEY WEST, FL 33041  
 63-43/670

3068

1/23/2014

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

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

City of Key West  
 P. O. Box 1409  
 Key West, FL, 33041-1409

▲ TAMPER RESISTANT TONER AREA ▲

*[Handwritten Signature]*

MEMO

10th Anniversary Street Party







Letter to City Commission regarding recycling at event scheduled for April 6, 2104

The plan that the Tropic Cinema has established for their anticipated 10th Anniversary Party outdoors on Eaton Street between the hours of 6 pm and 10 pm on April 6, 2014 is as follows: As the Tropic already recycles on a weekly/regular basis, we already possess bins that can be used for overflow of recycled matter from Eaton Street.

We have so far put in an order with Waste Management for 6 trash and 6 recycle bins of adequate size to accommodate the crowd on the street, estimated to be as much as 300 persons at one time, possibly reaching 500 over time. All of the outdoor attendants/volunteers expected to serve the Tropic that evening will be very attentive to possible overflows in any trash or recycling bins and ensure that the overflows are transferred to our usual bins.

Our contract calls for the trash and recycling bins to be picked up by Waste Management, if not that evening, then the following pick-up day. The Tropic has room at the side of the building for temporary storage of the bins.

We request that we be notified if any additional plans are required for this event, and hope for your approval of our plan.

Respectfully submitted,

A handwritten signature in blue ink that reads "Matthew Helmerich".

Matthew Helmerich, Executive Director  
Key West Film Society, Inc., dba the Tropic Cinema  
416 Eaton Street, Key West, FL

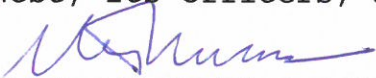


## THE CITY OF KEY WEST

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

**RELEASE AND INDEMNIFICATION**  
**Key West Film Society, Inc.**  
**10<sup>th</sup> Anniversary of Tropic Cinema**  
**April 6, 2014**

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



Signature of Witness

Wayne Krueger

Print Name

2/10/14  
Date



Signature of Applicant

MATTHEW HELMERICH  
EXEC. DIR.

Print Name

2-10-14  
Date

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

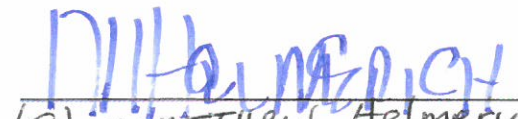


THE CITY OF KEY WEST

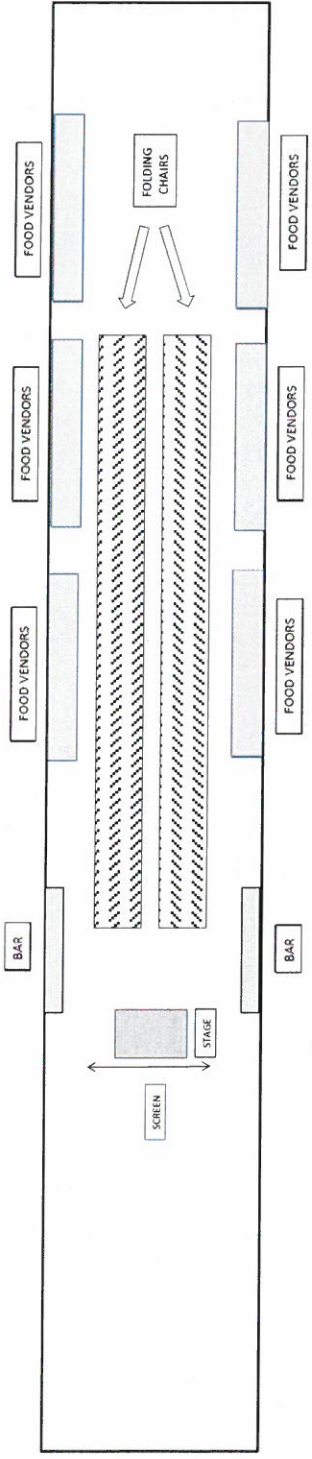
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3888

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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.

  
/s/ MATTHEW Helmerich

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

WM Agreement # **S0004190730**  
Customer Acct #  
Acct. Name **TROPIC CINEMA 10TH  
ANNIVERSARY STREET PARTY**  
SIC **7832**  
Salesperson **Margret Lara**

### Service Agreement Non-Hazardous Waste Service Summary

#### Billing Information

Name **TROPIC CINEMA 10TH  
ANNIVERSARY STREET  
PARTY** Contact **MATTHEW HELMERICH** Effective Date **4/4/2014**  
Address **416 EATON ST** Telephone # **(305) 923-9259** Last API Date  
City State Zip **KEY WEST, FL 33040** Fax #  
County/Parish **MONROE** Email **krueirlaw@bellsouth.net**

#### ON DEMAND (see details for amounts & charges)

Ref#	Quantity	Product/Equipment	Waste Type	Frequency
1-1	6	64 Gallon REL Toter	MSW Commercial - Loose	1-10 Loads On Call
1-2	6	64 Gallon REL Toter	MSW Commercial - Loose	1-10 Loads On Call

**TOTAL INITIAL FEES \$ 0.00**

This is not a bill

A Fuel Surcharge, Regulatory Cost Recovery Charge and Environmental Charge calculated as a percentage of the Charge(s), will be included on your invoice. Information about these Charges can be found on our website at [www.wm.com](http://www.wm.com) under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

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

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

X MATTHEW HELMERICH  
Customer Signature  
Margret Lara  
Company Signature

X MATTI HELMERICH 1-29-14  
Printed Name Date  
Margret Lara 01/22/14  
Printed Name Date



**Service Agreement  
Service Summary Continued**

Service Location: 416 EATON ST, KEY WEST, FL 33040

Name	TROPIC CINEMA 10TH ANNIVERSARY STREET PARTY	Contact Name	MATTHEW HELMERICH	Email	kruerlaw@bellsouth.net
County/Parish	MONROE	Telephone #	(305) 923-9259	Mobile #	
Customer Comments	NEW ACCT/LIMIT \$100/M1/SW/SALES ID 198522/RATE IS (6) 64X \$20.52 + (6) 64Z \$54.66 = \$75.18 TOTAL EVENT/// DELIVER (6) 64 GALLON TOTERS FOR GARBAGE ON 04-04-14/ANYTIME/CALL MATTHEW @ 923-9259 FOR PLACEMENT ISNTRUCTIONS//DNR 04-07-14				

Total Initial Fees For This Location	\$ 0.00	Total Recurring Charges For This Location	\$ 0.00
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**COMMERCIAL SERVICES**

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
I-1	6	64 Gallon REL Toter	MSW Commercial - Loose	1-10 Loads On Call	Misc	WM Owns: 6, Delivery: 6, Lids, Wheels	\$ 20.52

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
I-2	6	64 Gallon REL Toter	MSW Commercial - Loose	1-10 Loads On Call	Misc	WM Owns: 6, Delivery: 6, Lids, Wheels	\$ 54.66

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

**THIS IS A LEGALLY BINDING AGREEMENT.**

1. **SERVICES RENDERED: WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
2. **TERM.** The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.
3. **SERVICES GUARANTY; CUSTOMER TERMINATION.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.
4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the Service Summary, as they may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer as specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges outlined in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (f) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a **Non-Sufficient Funds** fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late fee charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation fee. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.
6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.
7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Term under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges multiplied by six (or, if the Effective Date is within six months of WM's last invoice date, the average of all monthly Charges); or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.
8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.
9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar in those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
10. **NO CLASS ACTION, WITH RESPECT TO ANY MATTER PERTAINING TO THIS SERVICE AGREEMENT, NEITHER CUSTOMER NOR COMPANY SHALL JOIN OR CONSOLIDATE CLAIMS BY, OR AGAINST, OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OF OR IN A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**
11. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.
12. **SPECIFICATIONS FOR RECYCLABLE MATERIALS.** Single stream, commingled recyclables will consist of recyclable glass, aluminum, cans, plastics and papers, as follows: aluminum food and beverage containers: glass food and beverage containers, ferrous (iron) cans; plastics with symbols #1 through #7; any paper or cardboard without wax liners. Any materials not set forth above are unacceptable ("Unacceptable Materials") All glass containers, tin cans, bi-metal cans, aluminum cans, aerosol cans, and plastic containers must be empty; All fiber must be dry and free of food debris and other contaminating material; and Tissues, paper towels or other paper that has been in contact with food is not acceptable. All separated paper shall meet the standards set forth in the most current ISRI Scrap Specifications Circular, available upon request. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not (a) contain Excluded Materials; (b) contain chemical or other properties which are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public; and (c) shall not materially impair the strength or the durability of the Company's structures or equipment. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such Recyclable Materials and makes no representations as to the recyclability of the materials set forth above. Loads not meeting the Specifications for Recyclable Materials may be rejected in whole or in part by Company.

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

**1. Aerosol, Ballast, Battery, Dental Material, Electronics, Fluorescent Lamps, Medical Waste, and Mercury Recycling/Disposal Services, and Mail-Back Ink Cartridge, Toner, Bottle, Cans, and Paper Recycling Services**

**SPECIALTY SERVICES:** Capitalized terms used herein shall have the meaning ascribed above, unless otherwise indicated. "Specialty Services", as used herein, include the following Company products/services: aerosol, ballast, battery, dental material, electronics, fluorescent lamps, medical waste, and mercury recycling and/or disposal services, and mail back recycling services and the container applicable to each of the Specialty Services (the "Container"). Subject to these Terms, and the limitations herein, Company will (a) treat, process, recycle and/or dispose of the Customer's Acceptable Waste in accordance with federal, state and local laws and regulations; and (b) prepare and process legally required paperwork. The Container may only be used for those materials as indicated on the Container (the "Acceptable Waste"). For any questions regarding or complying with these Terms, or a detailed list of Acceptable Waste eligible for shipping in each Container, please visit [www.wm.com](http://www.wm.com) or call 1-800-664-1434.

**2. RETURNS:** If Customer does not accept these Terms, Customer may not use the Container or the Services. However, Customer may return a Container within ten (10) days (the "Return Period") from the day Customer received the Container by doing one of the following during the Return Period: (a) return the Container to the place of purchase; or (b) contact Company at the phone number noted above and complete all return instructions.

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

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

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

**4. TITLE TO, AND RISK OF LOSS FOR, CONTAINER AND CONTENTS.** Unless and until Company receives and accepts the Container, (a) title to and risk of loss of the Container and its contents shall remain with Customer; and (b) Customer is solely responsible for the contents of the Container.

**5. EXPIRATION OF CONTAINER; UNUSED CONTAINERS.** Each Container must be received by Company by the expiration date printed on the Container ("Expiration Date") if an Expiration Date is indicated. Company has no obligation after the Expiration Date even where the carrier identified on a Prepaid Label fails or refuses to ship the Container. Company shall not be obligated to provide Customer a refund for expired, unused Containers.

**6. PACKAGING.** Customer shall pack and seal the Container in accordance with the instructions included with the Container and any additional instructions that Company may send to the Customer or post on the Company Web Site prior to shipment of the Container by Customer (the "Instructions"). Customer shall pack in the Container only Acceptable Waste, and shall exclude any and all Non-Conforming Waste, as defined below.

**7. SHIPPING.** Customer shall comply with all Instructions related to shipping. Customer will have received a prepaid return shipping label (the "Prepaid Label") with the Container. The Container may not be shipped from any Prohibited State. Both the Instructions and Prepaid Label(s) may be obtained at [www.wm.com](http://www.wm.com) or by calling 1-800-664-1434. Company shall not have any responsibility or liability with respect to any matter related to either a carrier collecting or shipping the Container.

**8. ADDITIONAL SHIPPING CHARGES.** (a) Customer shall remain responsible for all Charges of shipping the Container to Company, including, without limitation, increases imposed by the shipper after received by Company. This obligation is conditioned upon receipt of written request for such refund prior to six (6) months from the date Customer purchased or received the Container. (b) Customer remains responsible for all Charges relating to exceeding the weight limits applicable to the Container. If Customer selects a monthly Charge, additional Charges will be applied should weights or frequency of shipments exceed the limitations of Customer's requested monthly service. (c) Customer agrees to allow Company to charge Customer's credit card for additional shipping Charges as indicated above, whether or not Customer selects monthly Services or a one-time purchase of a Container.

**9. A ACCEPTABLE WASTE/NON-CONFORMING WASTE/ADDITIONAL CHARGES.** Customers must check [www.wm.com](http://www.wm.com) for updates to this list prior to initiating a shipment of a Container in order to ensure that only Acceptable Waste is shipped in the Container. Materials other than the Acceptable Waste indicated as eligible for shipping in each Container, and material having constituents, characteristics, components or properties not included within the list(s) of Acceptable Waste for each Container shall be "Non-Conforming Waste." (a) **Special Terms Applicable to Medical Waste Services: Only Regulated Medical Waste (as defined herein) qualifies as Acceptable Waste for the purposes of MedWaste Tracker Services.** "Regulated Medical Waste" includes but is not limited to sharps, gauze, bandages, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment or medical waste as defined by Customer's State medical waste regulations or the OSHA Bloodborne Pathogen Standard (29 CFR 1910.1030). Customer shall, prior to shipping, provide to Company accurate and complete documents, shipping papers or manifests as required for the lawful transfer of the Regulated Medical Waste under all applicable federal, state or local laws. "Non-Conforming Waste" for the purposes of MedWaste Tracker Services means: (1) any waste or other material not falling within the definition of Regulated Medical Waste including complete human remains and abortion products; (2) radioactive waste; (3) any chemical waste and any hazardous waste; (4) containers that are damaged, leaking or could cause harm or exposure to employees, the general public or others; (5) waste that has been incorrectly identified, labeled and/or segregated; (6) any waste or device containing mercury including amalgam, vacuum pumps and other medical devices; and (7) pharmaceutical waste (except what is accepted under a Company pharmaceutical disposal program). (b) **Special Terms Applicable to Aerosol Container Services: Only certain aerosol cans qualify as Acceptable Waste, and Aerosol Container Services are only available for use by a household or a Conditionally Exempt Small Quantity Generator as certified to Company's reasonable satisfaction ("CESQG").** "Non-Conforming Waste" for the purposes of AerosolTracker Services includes, but is not limited to, those examples of AerosolTracker Services Non-Conforming Waste contained on Exhibit A below. (c) **Special Terms Applicable to Dental Material Services: Dental Material Services are only available for use by a CESQG, all Acceptable Waste must be disinfected, and no more than net 1 lb of elemental mercury may be placed in the Container.** (d) **Special Terms Applicable to Mercury Services:** Unless specifically approved by Company, no more than net 1 lb of elemental mercury may be placed in the Container. (e) **Terms/Charges Applicable to Non-Conforming Waste:** If Company determines that any Container contains Non-Conforming Waste, Company may, at its sole discretion, and at Customer's sole cost and expense: (i) reject the Container and return it to Customer; (ii) return the Non-Conforming Waste to Customer; or (iii) treat, process and/or dispose of the contents of the Container. Customer shall be liable for any and all costs associated with Non-Conforming Waste. Company (or any contractor of company) shall not take title to Non-Conforming Waste, and title to Non-Conforming Waste shall always remain with Customer.

**10. CHARGES FOR FAILURE TO COMPLY WITH TERMS AND INSTRUCTIONS; CHANGED CONDITIONS; AND ADDITIONAL SERVICES.** Company reserves the right to charge or bill Customer additional amounts for any of the following: (a) any Container exceeding its specified maximum weight; (b) shipping materials in the wrong Container, or mixing materials in a Container; (c) additional shipping Charges beyond the amounts prepaid for any Prepaid Label; (d) any costs or expenses incurred by Company as a result of Customer's failure to comply with these Terms or the Instructions, other than the usual and customary costs of Company in the performance of the Tracker Services; or (e) any costs related to changes in applicable law occurring after the date of purchase of the Container.

**11. WARRANTY.** Company warrants, except where Tracker Services are used in Prohibited States, as follows: (a) the Container has passed, and meets or exceeds the applicable performance standards of federal, state and local regulations; and (b) if the Container is packed, sealed and shipped strictly in accordance with the Instructions, it is adequate to transport Acceptable Waste to the processing facility from authorized points under ordinary commercial shipping conditions. Other than as expressly warranted herein, the Specialty Services are provided "as is," and Company disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. **Customer warrants that it will not ship any Non-Conforming Waste in the Container and that Customer will otherwise comply with these Terms and all Instructions.**

**EXHIBIT A - Examples of Aerosol Services Non-Conforming Wastes**

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





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

WM Agreement # S0004190993  
Customer Acct #  
Acct. Name TROPIC CINEMA 10TH  
ANNIVERSARY STREET PARTY  
SIC 7832  
Salesperson Margret Lara

### Service Agreement Non-Hazardous Waste Service Summary

#### Billing Information

Name TROPIC CINEMA 10TH ANNIVERSARY STREET PARTY  
Address 416 EATON ST  
City State Zip KEY WEST, FL 33040  
County/Parish MONROE  
Contact MATTHEW HELMERICH  
Telephone # (305) 923-9259  
Fax #  
Email krueerlaw@bellsouth.net  
Effective Date 4/4/2014  
Last API Date

#### ON DEMAND (see details for amounts & charges)

Ref#	Quantity	Product/Equipment	Waste Type	Frequency
I-1	6	64 Gallon REL Recycling Toter	Single Stream Recycling	1-10 Loads On Call

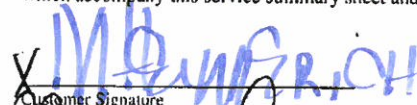
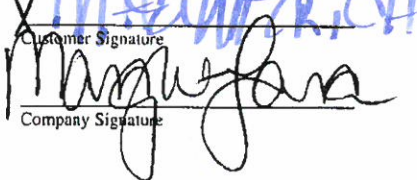
TOTAL INITIAL FEES \$ 0.00

This is not a bill

A Fuel Surcharge, Regulatory Cost Recovery Charge and Environmental Charge calculated as a percentage of the Charge(s), will be included on your invoice. Information about these Charges can be found on our website at [www.wm.com](http://www.wm.com) under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

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

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

  
 Customer Signature MATTHEW HELMERICH Printed Name MATT HELMERICH Date 1-29-14  
  
 Company Signature Margret Lara Printed Name Margret Lara Date 01/22/14



WM Agreement # S0004190993

**Service Agreement  
Service Summary Continued**

Service Location: 416 EATON ST, KEY WEST, FL 33040

Name	TROPIC CINEMA 10TH ANNIVERSARY STREET PARTY	Contact Name	MATTHEW HELMERICH	Email	kruerlaw@bellsouth.net
County/Parish	MONROE	Telephone #	(305) 923-9259	Mobile #	
Customer Comments	NEW ACCT/LIMIT \$100/MI/RECYCLE/SALES ID 198522/RATE IS (6) YRT \$20.52 TOTAL EVENT// DELIVER (6) 64 GALLON TOTERS FOR RECYCLE ON 04-04-14/ANYTIME/CALL MATTHEW @ 923-9259 FOR PLACEMENT ISNTRUCTIONS//DNR 04-07-14				

Total Initial Fees For This Location	\$ 0.00	Total Recurring Charges For This Location	\$ 0.00
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**COMMERCIAL SERVICES**

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
1-1	6	64 Gallon REL Recycling Toter	Single Stream Recycling	1-10 Loads On Call	Misc	WM Owns: 6, Delivery: 6, Lids, Wheels	\$ 20.52

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

**THIS IS A LEGALLY BINDING AGREEMENT.**

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste that is radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
2. **TERM.** The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.
3. **SERVICES GUARANTY; CUSTOMER TERMINATION.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.
4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the Service Summary, as they may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer as specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges outlined in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date for that specified on the Service Summary. Customer's Last Annual Price Increase ("API") Date for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (f) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a Non-Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late fee charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation fee. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.
6. **EQUIPMENT ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.
7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Term under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges multiplied by six (or, if the Effective Date is within six months of WM's last invoice date, the average of all monthly Charges); or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.
8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.
9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
10. **NO CLASS ACTION WITH RESPECT TO ANY MATTER PERTAINING TO THIS SERVICE AGREEMENT, NEITHER CUSTOMER NOR COMPANY SHALL JOIN OR CONSOLIDATE CLAIMS BY, OR AGAINST, OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OF OR IN A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**
11. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor unable, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties herein and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.
12. **SPECIFICATIONS FOR RECYCLABLE MATERIALS.** Single stream, commingled recyclables will consist of recyclable glass, aluminum, cans, plastics and papers, as follows: aluminum food and beverage containers; glass food and beverage containers, ferrous (iron) cans; plastics with symbols #1 through #7; any paper or cardboard without wax liners. Any materials not set forth above are unacceptable ("Unacceptable Materials"). All glass containers, tin cans, bi-metal cans, aluminum cans, aerosol cans, and plastic containers must be empty; All fiber must be dry and free of food debris and other contaminating material; and Tissues, paper towels or other paper that has been in contact with food is not acceptable. All separated paper shall meet the standards set forth in the most current ISRI Scrap Specifications Circular, available upon request. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not (a) contain Excluded Materials; (b) contain chemical or other properties which are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public; and (c) shall not materially impair the strength or the durability of the Company's structures or equipment. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such Recyclable Materials and makes no representations as to the recyclability of the materials set forth above. Loads not meeting the Specifications for Recyclable Materials may be rejected in whole or in part by Company.

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

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

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

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

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

**EXHIBIT A - Examples of Aerosol Services Non-Conforming Wastes**

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

## KEY WEST FILM SOCIETY

The Key West Film Society (Tropic Cinema) is applying for a City of Key West Street Closure and Sound Exemption Permit to conduct a "block party" celebrating the Tropic Cinema Tenth (10th) Anniversary on April 6, 2014 from 6:00 p.m. to 10:00 p.m.

The event will require street closure from 2:00 p.m. to 11:00 p.m. to allow set up and take down of the event. Pedestrian and fire/police/public safety access will be available at all times.

The City of Key West requires that all property and business owners located on the 400 block of Eaton Street be notified and give consent to allow the closure. It is requested that you acknowledge that you have been informed of the event and proposed street closure and that you have no objection to this request.

If you have any questions or concerns, please contact Ginny Stones, Tropic Cinema Board Member, at (305) 294-0252.

SUBWAY #47474

By:   
\_\_\_\_\_

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GLAZED DONUTS LLC, a Florida  
limited liability company

By: 

Jonathan W. Pidgeon, Manager

By: 

Megan M. Pidgeon, Manager

**KEY WEST FILM SOCIETY**


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L'HABITATION GUESTHOUSE

By:   
\_\_\_\_\_

Helene Gironet, Owner

*also owns 421 Eaton Street*

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COLONIAL SUITES, INC., a Florida  
corporation, d/b/a Southern Cross Hotel

By: *Joseph Cohen*  
Joseph Cohen, President

*Property Manager*

*Hoping this won't become an annual event  
but if so, we will accommodate —*

*5*



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SIPPIN' COFFEE HOUSE LLC, a Florida  
limited liability company

By: 

Michael E. Kineer, Member

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By: 

Paul Mitchell

412 = 41 ~~4~~ Eaton

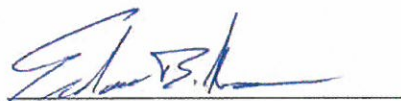
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Edward B. Knight

Prudential-Knight Realty  
336 Duval St.



# 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:

Per John Wilkins, we will pay \$16 per day per space taken, the number expected to be —, unless the commission waives the said fee or reduces it.

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)

AC# 48 47876

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIV OF ALCOHOLIC BEVERAGES & TOBACCO

DATE	BATCH NUMBER	LICENSE NBR	SERIES	SEQ#
03/02/2010	090351818	BEV5402958	2COP	L10030202569

The RETAILER OF ALCOHOLIC BEVERAGES  
Name d below IS LICENSED  
Under r the provisions of Chapter 564 FS.  
Expiration date: MAR 31, 2011

KEY WEST FILM SOCIETY INC  
TROPIC CINEMA  
416 EATON STREET  
KEY WEST

FL 33040

CHARLIE CRIST  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLIE LIEM  
INTERIM SECRETARY



**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 # 6
- Vendor Booths – Total # 2
- Total Number of Booths - 8

Parade

- Floats – Total # \_\_\_\_\_

Event Name: Key West Film Society, Inc

## Special Event Checklist

Everything must be checked off before submitting the special event application

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

Matthew - Helmerich

Key West Film Society, Inc April 6<sup>th</sup>

**CITY OF KEY WEST SPECIAL EVENTS  
DEPARTMENT APPROVALS**

**EVENT (INITIAL SIGNOFF):**

**CONDITIONS/RESTRICTIONS:**

✓ Maria Ravello 1/30/14  
SIGNATURE DATE

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

✓ **PUBLIC WORKS**

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

✓ **POLICE DEPARTMENT**

Steve Terrence  
SIGNATURE DATE

They will need an extra  
duty officer

✓ **FIRE DEPARTMENT**

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

✓ **KEY WEST DOT**

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

✓ **CODE COMPLIANCE**

Jin Yang 6 Feb 14  
SIGNATURE DATE

✓ **DOUG BRADSHAW/PORT**

N/A  
SIGNATURE DATE

✓ **PARKING DEPARTMENT**

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

Eng. [Signature] 1/30/14  
Eng. [Signature]

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



# Key West Film Society, Inc

## CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

Maria Ravello 1/30/14  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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

**PUBLIC WORKS**

[Signature]  
SIGNATURE DATE

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

**POLICE DEPARTMENT**

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

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

**FIRE DEPARTMENT**

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

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

**KEY WEST DOT**

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

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

**CODE COMPLIANCE**

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

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

**DOUG BRADSHAW/PORT**

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

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

**PARKING DEPARTMENT**

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

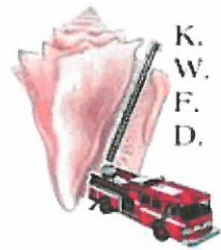
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Engineering

**Key West Film Society – Tropic Cinema**

**CITY OF KEY WEST SPECIAL EVENTS  
DEPARTMENT APPROVALS**

<b>EVENT (INITIAL SIGNOFF):</b>	<b>CONDITIONS/RESTRICTIONS</b>
_____ SIGNATURE                  DATE	_____ _____ _____
<b>PUBLIC WORKS</b>	_____ _____ _____
_____ SIGNATURE                  DATE	_____ _____ _____
<b>POLICE</b>	_____ _____ _____
_____ SIGNATURE                  DATE	_____ _____ _____
<b>FIRE DEPARTMENT</b>	<u>SEE ATTACHED MEMO</u>
<u>Daniel Blanco</u> 02/04/2014	_____ _____ _____
_____ SIGNATURE                  DATE	_____ _____ _____
<b>PORT/KEY WEST DOT</b>	_____ _____ _____
_____ SIGNATURE                  DATE	_____ _____ _____
<b>CODE COMPLIANCE</b>	_____ _____ _____
_____ SIGNATURE                  DATE	_____ _____ _____
<b>KEY WEST PROPERTY MANAGEMENT</b>	_____ _____ _____
_____ SIGNATURE                  DATE	_____ _____ _____
<b>PARKING DEPARTMENT</b>	_____ _____ _____
_____ SIGNATURE                  DATE	_____ _____ _____



## THE CITY OF KEY WEST

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

To: Matthew Helmerich ([matthew@tropiccinema.com](mailto:matthew@tropiccinema.com))

From: Fire Marshal/Division Chief Danny Blanco

Date: 2/4/2014

Reference:

This office reviewed the special event application for the Key West Film Society to be held on the 400 block of Eaton St., Sunday, April 6, 2014.

The following conditions apply:

- Any cooking that takes place on city property needs to have a Life Safety Inspection.
- Attached are the vendor regulations for special events.
- A Fire Inspector will be required to be present during the event hours to conduct a fire safety watch.
- **Event coordinator is responsible for scheduling the inspection with this office.**

Costs of Fire Inspector during the event are the responsibility of the event organizers at a rate of \$40.00 per hr. - Minimum four hours.

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

*Danny Blanco*, Fire Marshal/Division Chief

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

*Serving the Southernmost City*

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

3266 USMC BX



Maria Ratcliff < mratclif@keywestcity.com >

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**Key West Film Society, Inc Tropic Cinema April 6, 2014**

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**Steve Torrence** < storrenc@keywestcity.com >

Sat, Feb 1, 2014 at 7:27 AM

To: Maria Ratcliff < mratclif@keywestcity.com >

On my way to brave the high seas for a week -- They need an extra duty officer.

Thank you

Steve

[Quoted text hidden]

# Key West Film Society, Inc

## CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

Maria Ravello 1/30/14  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

**PUBLIC WORKS**

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

**POLICE DEPARTMENT**

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

**FIRE DEPARTMENT**

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

**KEY WEST DOT**

Rogelio Hernandez 2/10/14  
SIGNATURE DATE

Lower Keys Shuttle Rates  
will have to be defered  
off of Eaton street.

**CODE COMPLIANCE**

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

**DOUG BRADSHAW/PORT**

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

**PARKING DEPARTMENT**

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

Engineering

# Key West Film Society, Inc

## CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

**EVENT (INITIAL SIGNOFF):**

Maria Ravello 1/30/14  
SIGNATURE DATE

**CONDITIONS/RESTRICTIONS:**

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

**PUBLIC WORKS**

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

**POLICE DEPARTMENT**

Sham 10 Feb  
SIGNATURE DATE

→ Requires extra duty officer  
→ ART Extension permit

**FIRE DEPARTMENT**

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

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

**KEY WEST DOT**

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

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

**CODE COMPLIANCE**

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

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

**DOUG BRADSHAW/PORT**

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

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

**PARKING DEPARTMENT**

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

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

Engineering

**The Porter-Allen Company  
513 Southard Street  
Key West, FL 33040  
Phone:(305) 294-2542  
Fax: (305) 296-7985**

## **BINDER REQUEST**

**To: Atlantic  
Marianne Correa**

**From: Frank McPherson**

**Insured Key West Film Society, Inc.**

**Subject: Bind Quote**

**Date: February 10, 2014**

---

**Please bind coverage for GL and LL Special Event with Mount Vernon Insurance Co excluding terrorism coverage per quote for \$463.18, effective 04/06/2014. Forms are attached.**

Thank you,

A handwritten signature in black ink, appearing to read "Frank McPherson", with a long horizontal flourish extending to the right.

**Frank McPherson  
The Porter-Allen Company Inc.**

MSE014J3144

Quote is valid until 4/6/2014

To: **THE KEY WEST FILM SOCIETY INC DBA: TROPIC CINEMA**

From: Frank McPherson


frank@porterallencompany.com

Please bind effective: April 06, 2014

Confirm optional coverages:  
 Do not include any optional coverages.  
 Include the following optional coverages from Section IV (Taxes & Fees may apply to optional premium if purchased)

- Option 1 - Set-up and/or Take-down Coverage
- Option 2 - Rain Date Coverage
- Option 3 - Banner Coverage
- Option 4 - (add: \*\$100.00) - Terrorism Coverage

\*See Terrorism Section for Exact Pricing and Terms

Signature: 

**I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS**

**GENERAL LIABILITY/LIQUOR LIABILITY SPECIAL EVENT POLICY INFORMATION**

Carrier:	Mount Vernon Fire Insurance Company
Status:	Non-admitted
A.M. Best Rating:	A++ (Superior) - IX

LIMITS OF LIABILITY OCCURRENCE/AGGREGATE	GENERAL LIABILITY PREMIUM	LIQUOR LIABILITY PREMIUM	ADDITIONAL COSTS	WHOLESALE BROKER FEE	AMOUNT DUE
<input type="checkbox"/> \$100,000/\$200,000	\$190	\$75	\$19.42	\$35.00	\$319.42
<input type="checkbox"/> \$300,000/\$300,000	\$229	\$78	\$22.14	\$35.00	\$364.14
<input type="checkbox"/> \$300,000/\$600,000	\$235	\$80	\$22.66	\$35.00	\$372.66
<input type="checkbox"/> \$500,000/\$500,000	\$260	\$87	\$24.74	\$35.00	\$406.74
<input type="checkbox"/> \$500,000/\$1,000,000	\$265	\$90	\$25.26	\$35.00	\$415.26
<input type="checkbox"/> \$1,000,000/\$1,000,000	\$295	\$94	\$27.46	\$35.00	\$451.46
<input checked="" type="checkbox"/> \$1,000,000/\$2,000,000	\$300	\$100	\$28.18	\$35.00	\$463.18

**ADDITIONAL QUOTE INFORMATION**

Policy Minimum Premium: \$220

Personal & Advertising Injury: Same as the Occurrence Limit

Products Aggregate: Included in the General Aggregate

Damages to Premises Rented: \$100,000

Medical Payments: \$1,000

Refer to Covered Events section for event dates covered

Policy Period is 4/6/2014 to 4/8/2014

Pricing is contingent upon both GL & Liquor coverage being chosen

Please contact us with any questions regarding the terminology used or the coverages provided.

\*\*Read the quote carefully, it may not match the coverages requested\*\*



**IV. OFFER OF OPTIONAL COVERAGE(S)**

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage	Rate
Option 1 Set-up and/or Take-down Coverage	0.100

**Important Information**

- If this coverage is purchased, add L-563 Set-Up and/or Take-Down Coverage for Special Events
- Set-up and take-down coverage is available. If you wish to purchase, please submit the following with your bind request: dates requested, confirm no heavy machinery used during set-up and take-down (bulldozers, backhoes, excavators and any type of industrial machinery). Note: 10% of the first day rate for each day of set-up and/or take-down will apply.

Coverage	Premium
Option 2 Rain Date Coverage	\$50.00

**Important Information**

- If this coverage is purchased, add L-562 Rain Date Coverage for Special Events

Coverage	Premium
Option 3 Banner Coverage	\$100.00

Coverage	Additional Premium
Option 4 Terrorism Coverage	\$100.00

**Important Information**

- If this coverage is purchased, add L-541 Extension of Terrorism Coverage
- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act of 2007, is available for an additional premium of \$100 or 5% of the total policy premium (10% if insured location is in Miami or Orlando), whichever is greater. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism. If purchased add L-541 Extension of Terrorism Coverage. If not desired attach TRIADN Disclosure Notice of Terrorism Insurance Coverage or add form NTE Notice of Terrorism Exclusion.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium show above is subject to change.
- This coverage cannot be added mid-term.

Please contact us with any questions regarding the terminology used or the coverages provided.

**\*\*Read the quote carefully, it may not match the coverages requested\*\***



Special Events Application

MSE014J3144

You or your agent provided the information used to complete the questions below. Please answer all remaining questions in the space provided. By signing this application you are warranting that all information on this application is true and correct.

I. General Information

Applicant's Name: THE KEY WEST FILM SOCIETY INC DBA: TROPIC CINEMA

Form Of Business:  Individual  Corporation  Partnership  LLC  Other: Special Event Host

Mailing Address: P.O. Box 1283

City: Key West State: FL Zip: 33041

Phone Number: (877)761 3456 Fax Number: \_\_\_\_\_

Web Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Coverage Desired:  General Liability  Liquor Liability

Please advise all entities requesting to be added as Additional Insured on this policy:  Not Applicable

Complete Name	Address	Interest
City of Key West	P.O. Box 1409, Key West FL 33041	Landlord / City Street

Brief Narrative of Event(s)

Outdoor party to celebrate 10th anniversary of corporation. Celebration will be held in city of Key West, FL 400 Block of Eaton Street between Duval Street and Whitehead Street

For this event, is the applicant acting in the capacity of a hired caterer or bartender

- No
- Yes

Is the applicant an individual or business that regularly sells, serves or furnishes alcohol?

- No
- Yes

Theatre is the business. Beer and wine sold in the lobby to theatre customers

**II. Locations of Event(s) and Corresponding Classification(s)**

Location #1  
 Address 416 Eaton Street City Key West State FL Zip 33040  
 Years At Current Location: 10

Event	Start Date	End Date	# of Attendees:	# of Consumers:
Party / Social Event - Anniversary / Birthday Party (applicant is the host of the event)	4/6/2014	4/6/2014	500	300

Event will not run past 3AM daily

- True  
 False

Event will not feature water hazards (e.g., swimming, boating or fishing)

- True  
 False

**III. Limit of Insurance**

Please select a limit:

**General Liability Occurrence/Aggregate**

- \$500,000/\$500,000  
 \$500,000/\$1,000,000  
 \$1,000,000/\$1,000,000  
 \$1,000,000/\$2,000,000

**Liquor Liability Common Cause/Aggregate**

- \$500,000/\$500,000  
 \$500,000/\$1,000,000  
 \$1,000,000/\$1,000,000  
 \$1,000,000/\$2,000,000

**Additional Quote Information**

Personal & Advertising Injury Will match the Occurrence Limit  
 Products Aggregate Included in the General Aggregate  
 Damages to Premises Rented \$100,000.00  
 Medical Payments \$1,000.00

General Liability Limits must be equal to or greater than Liquor Liability Limits.

<b>Classification</b>
Party / Social Event - Anniversary / Birthday Party (applicant is the host of the event) - Liquor Liability

If multiple liquor vendors, all participating liquor vendors are required to carry liquor liability insurance at equal or  True  False greater limits than our applicant

<b>Classification</b>
Additional Insured - Designated Person - Liquor Liability

**Florida Fraud Statement:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Fraud Statement:** Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject such person to criminal and/or civil penalties and other sanctions.

**Applicant's Warranty Statement:** I warrant that the information provided in this Application, and any amendments or modifications to this Application are true and correct. I acknowledge that the information provided in this Application is material to acceptance of the risk and the issuance of the requested policy by Company. I agree that any claim, incident, occurrence, event or material change in the Applicant's operation taking place between the date this application was signed and the effective date of the insurance policy applied for which would render inaccurate, untrue or incomplete, any information provided in this Application, will immediately be reported in writing to the Company and the Company may withdraw or modify any outstanding quotations and/or void any authorization or agreement to bind the insurance. Company may, but is not required, to make investigation of the information provided in this Application. A decision by the Company not to make or to limit such investigation does not constitute a waiver or estoppel of Company's rights.

I acknowledge that this Application is deemed incorporated by reference in any policy issued by Company in reliance thereon whether or not the Application is attached to the policy.

I acknowledge and agree that a breach of this WARRANTY STATEMENT is grounds for Company to declare void any policy or policies issued in reliance thereon and/or deny any claim(s) for coverage thereunder.

**Florida Statement:** You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Applicants Signature\*: [Signature] Title: EXEC DIR Date: 2-10-14  
(Must be Owner, Officer, or Partner) (Required) (Required)  
Brokers Signature: [Signature] Date: 2/10/14  
If your state requires that we have the name and address of your (insured's) authorized Agent or Broker.  
Name of Authorized Agent or Broker: Porter-Allen Co.  
Address: 573 Southard St., Key West, FL 33040

**SUBMITTING THIS APPLICATION DOES NOT BIND THE APPLICANT TO PURCHASE INSURANCE.  
ACCEPTANCE OF THIS APPLICATION DOES NOT BIND THE COMPANY TO ISSUE INSURANCE.**

## DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Program Reauthorization Act of 2007 ("the Act"), effective December 26th, 2007, you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage for each Program Year (January 1 through December 31). The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism. When the amount of such losses for all insurers exceeds \$100 billion, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

### REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Please "X" one of the boxes below and return this notice to the Company.

<input checked="" type="checkbox"/>	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
<input type="checkbox"/>	I elect to purchase coverage for certified acts of Terrorism for a premium of \$ _____.

**Note: if you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.**

KEY WEST FILM SOCIETY Named Insured  
Applicant Name (Print)

M. J. VEDICH 2-10-14  
Authorized Signature Date

## SURPLUS LINES DISCLOSURE AND ACKNOWLEDGEMENT

At my direction, *The Porter Allen Company, Inc.* has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

There is no liability on the part of, and I have no cause of action against, my agent for placing coverage in the surplus lines market.

Key West Film Society, Inc.

Named Insured:

M. HOLMGR. CH.  
Signature of Insured's Authorized Representative:

2.10.14  
Date:

Mount Vernon Insurance Company

Name of Excess and Surplus Lines Carrier:

General Liability and Liquor Liability

Type of Insurance:

04/06/2014

Effective Date of Coverage:

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Key West Film Society, Inc.  
Tropic Cinema Theatre  
P. O. Box 4283  
Key West FL 33041  
305-294-5867

1ST STATE BANK OF THE FL KEYS  
KEY WEST, FL 33041  
83-48670

3116

2/10/2014

PAY TO THE ORDER OF Porter Allen Agency

\$ 463.18

Four Hundred Sixty-Three and 18/100 \*\*\*\*\* DOLLARS

Porter Allen Agency  
513 Southard Street  
Key West, Fl. 33040

*[Handwritten Signature]*

MEMO 10th Anniversary Street Party Liability

⑈003116⑈ ⑆067000438⑆ 0100223956⑈

Key West Film Society, Inc.

3116

Date	Type	Reference	Original Amt.	Balance Due	2/10/2014 Discount	Payment
2/10/2014	Bill	Street Fair Liabilit	463.18	463.18		463.18
					Check Amount	463.18

First State Bank-Oper 10th Anniversary Street Party Liability

463.18



**Atlantic Specialty Lines, Inc.**

ATLANTIC SPECIALTY LINES OF FLORIDA, INC.  
380 Park Place Boulevard, Suite 175  
Clearwater, FL 33759  
Phone: (727) 540-9100  
Fax: (727) 540-9600

To: The Porter Allen Company Inc.  
Attn: Frank McPherson  
frank@porterallencompany.com/(727) 540-9100  
From: Marianne Correa  
mariannec@atlanticspecial.com  
Insured: THE KEY WEST FILM SOCIETY INC  
DBA: TROPIC CINEMA

**\* BINDER \***

Surplus Lines Agent's Name: Robert M. Bryant License #D068324  
Surplus Lines Agent's Address: 380 Park Place Blvd., Suite 175, Clearwater, FL 33759  
Producing Agent's Name: David Freeman A089729  
Address: 513 Southard Street Key West, FL 33040  
Renewal Of: NEW

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTEE ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. (F.S.A. §626.924).

This policy is set up to be Agency Billed.

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

**POLICY INFORMATION**

COMMERCIAL LIABILITY POLICY	
Policy Number:	CL 2654950
Policy Period:	04/06/2014 to 04/08/2014
Carrier:	Mount Vernon Fire Insurance Company
Status:	Non-Admitted
A.M. Best Rating:	A++ (Superior) - IX
COVERAGE PART	PREMIUM
Commercial Liability	\$300.00
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000
Liquor Liability	\$100.00
Each Common Cause Limit	\$1,000,000
Aggregate Limit	\$2,000,000
POLICY PREMIUM	\$400.00
ADDITIONAL COSTS	
Wholesaler Broker Fee	\$35.00
Surplus Lines Tax	\$21.75
FL CAT Fund Assess	\$5.66
Service Fee	\$0.76
<b>TOTAL</b>	<b>\$463.17</b>

**SURPLUS LINES INSURERS'  
POLICY RATES AND FORMS  
ARE NOT APPROVED BY ANY  
FLORIDA REGULATORY AGENCY.**

Location of All Covered Special Event(s)  
1 - 416 Eaton Street, Key West, FL 33040



## APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to multiple coverage parts

2110 09/10	Service Of Suit	IL0017 11/98	Common Policy Conditions
IL0021 09/08	Nuclear Energy Liability Exclusion Endorsement	L-206 02/11	Fully Earned Premium Endorsement
L-224 07/08	Punitive Or Exemplary Damages Exclusion	L-381 09/08	Warranty Endorsement - Equal Or Greater General Liability Limit
L-535 09/02	Exclusion - Products- Completed Operations Hazard	L-607 02/11	Exclusion For Climbing, Rebounding And Interactive Games And Devices
L-608 02/11	Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices	L-609 02/11	Animal Exclusion
L-610 11/04	Expanded Definition Of Bodily Injury	L-616 11/09	Host/Special Event Coverage Form Change Endorsement
L-656 02/06	Extension Of Coverage - Committee Members	L-657 01/11	Absolute Pollution Exclusion - Liability
L-729 08/09	Exclusion - Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information	LLQ100 07/06	Amendatory Endorsement
LLQ101 08/06	Expanded Definition Of Employee	LLQ102 08/06	Event Vendor/Exhibitor & Contractor- Exclusion
LLQ368 08/10	Separation Of Insureds Clarification Endorsement	SPE 300 05/09	Special Events Property Damage Amendment
TRIADN 01/08	Disclosure Notice Of Terrorism Insurance Coverage	ME Jacket 09/10	The Main Event Special Event Commercial Liability Policy Jacket

The following forms apply to the Commercial Liability coverage part

CG0001 12/07	Commercial General Liability Coverage Form	CG2026 04/13	Additional Insured-Designated Person or Organization
CG2136 03/05	Exclusion - New Entities	CG2139 10/93	Contractual Liability Limitation
CG2144 07/98	Limitation Of Coverage To Designated Premises Or Project	CG2147 12/07	Employment-Related Practices Exclusion
L-387 03/06	Exclusion - Mechanical Rides	L-423 02/11	Exclusion For Structure Collapse
L-472 07/08	Exclusion - Injury To Performers Or Entertainers	L-526 06/06	Absolute War Or Terrorism Exclusion
L-536 09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports	L-599 10/12	Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
L-657 01/11	Absolute Pollution Exclusion - Liability	L-686 10/12	Absolute Exclusion for Liquor and Other Related Liability
L-729 08/09	Exclusion - Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information	SPE 300 05/09	Special Events Property Damage Amendment

The following forms apply to the Liquor Liability coverage part

CG0033 12/07	Liquor Liability Coverage Form	L-560 11/10	Additional Insured - Designated Person Or Organization
LQ-352 09/08	Event Vendor - Other Insurance	LQ-353 01/09	Punitive Or Exemplary Damages Exclusion
LQ-354 10/09	Limitation Of Coverage To Insured Premises		