

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

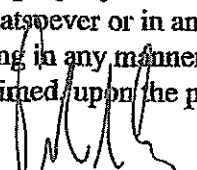
Name of Applicant(s) Premiere Racing, Inc / Yachting Race Week
Address of Applicant(s) 67B Front Street, Marblehead MA 01945
Phone Number of Applicant(s) 781-639-9545 Fax 781-639-9171 Email peter@premiere-racing.com
Name of Non-Profit (s) N/A
Address of Non-Profit(s) N/A
Phone Number of Non-Profit(s) N/A
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving N/A
Date/Dates of Event January 1 - February 1, 2011
Hours of Operation 6:00 AM - 8:00 PM
Estimated/anticipated number of persons per day 100 - 200
Location of Event Truman Waterfront Property
Street Closed N/A

Detailed description of event Property use is as it was the past 10 years. An adjunct to Key West Race Week (Yachting Race Week) primarily for the purposes of staging, launching and hauling of racing sailboats and support boats. Additional uses are seawall dockage for a small number of boats and storage of boat and event support trailers.

Noise exemption required: Yes _____ No X

Alcoholic beverages sold/served at event: Yes _____ No X

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


Applicants Signature

Date September 9, 2010

*(Financial statements of the event from the previous year must be attached and submitted along with special event application)

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 *[Signature]* FOR PERM CRUISE
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 *[Signature]* FOR PERM CRUISE
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 *[Signature]* N/A NO CLOSURE
6. **Within 30 days of the events completion the City Commission will receive a letter from the not for profit organization stating the amount of the monetary donation received from the event.**
Sponsor's Signature *[Signature]* NA NO CLOSURE
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 *[Signature]* N/A NO ALCOHOL

**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 *[Signature]* FOR PERM CRUISE

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 *[Signature]* FOR PERM CRUISE

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Sponsor's Signature *[Signature]* N/A NO CLOSURE

6. Within 30 days of the events completion the City Commission will receive a letter from the not for profit organization stating the amount of the monetary donation received from the event.

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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 *[Signature]* N/A NO ALCOHOL

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 [Signature] N/A NO EXEMPTION NEEDED

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

Sponsor's Signature [Signature] FOR PERM ONLY

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 [Signature] FOR PERM ONLY

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 [Signature] FOR PERM ONLY

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 [Signature] N/A NO WAIVER, NOT A NON-PROFIT

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 [Signature] N/A

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 [Signature] N/A NO USE OF PUBLIC RIGHT OF WAY

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 [Signature] FOR PERM ONLY

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  N/A NO NEED/USE

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  FOR PETH CRY

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  FOR PETH CRY

Attaching 1-17
Also 1 of 3
Need recycling
Plan

Complete Checklist for Event Recycling City of Key West

- o Identify contact person at the festival responsible for working with recycling.
Name of person: JEANE KIEENE Phone number: 781 639 9545 (OFFICE)
617 922 0656 (MOBILE)
- o 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: _____
- o Define the amount of recycling containers needed for the festival grounds (based on commodities used at event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every three trash barrels may be used)
Amount of recycling containers needed: SIX (6) 32 gallon TOTES
- o 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: MARGARET LARA, WASTIC MGMT CONSULTED
9/18 AND PRELIMINARY PLAN INITIATED
Capacity of containers on grounds: (6 x 32 gal) 192 GALS
Contact person for containers: M. LARA Phone #: 305-797-7712
- o Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers. ✓
- o 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. ✓
- o Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.
Arrangements made: WASTIC MANAGEMENT CONSULTED
VOLUNTEERS WILL BE ASSIGNED
- o 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: WASTIC MANAGEMENT PLAN
- o 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. N/A
NO VENDORS
- o Oversee the delivery of containers and placement of signs. ✓
- o Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling. ✓

ATTACHMENT 1-B
2 of 3

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: (ON SITE)

Actions taken: _____

View trash barrels and note any recyclables in the trash. Take actions to solve problems.

Problems: (ON SITE)

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: (ON SITE)

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: TBD

Contamination: TBD

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 prior to event CHECK # 5633
Security deposit returned _____

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

Recycling Checklist and Final Report

Attachment 1-B
Jef J

Contact person in your group responsible for recycling

JEROME

KIEWIC

phone 781 679 9545

Waste hauling contact person to call to arrange for trash and recycling cans WASTE Management
phone TRD. Call two weeks prior to event to order cans.

Ask waste hauling company WHAT SIZE BAGS you need for the trash and recycling containers.

Discuss with your group what products you will be using and recycling: aluminum, glass, #1, 2, or 3 plastics, tin, corrugated and regular cardboard. Educate your members working the event WHAT is recyclable so they can monitor.

Have signs printed educating public that this event is RECYCLING and post signs in food and drink areas as well as trash areas.

Appoint and train members of your group to monitor trash and recycling containers for compliance.

Develop PSA's (public service announcements) to be announced during your event so public is aware they are expected to recycle, and to educate them HOW to recycle (see attached city info sheet on recycling to be attached). As announcements are made applaud the crowd and tell them what a good job they are doing (hopefully they are doing a good job!)

Arrange for pick up of trash and recyclables AND to have each weighed, with stats given you your contact for the final report. Ask also for contamination IF trash and recyclables had not been properly separated.

Develop site plan and layout for your event showing where trash and recycling containers will be located. These should be at food and beverage stations, table and sitting areas, as well as areas of other activities.

Confirm delivery of containers day before your event and oversee delivery of containers and placement of signs.

Gather all containers at end of your event grouping trash containers separate from the recyclable containers.

Designate someone to take photographs of the events recycling efforts and results.

Final Report

Your written report should contain the following:

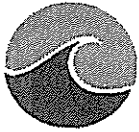
Strategies used during your event to promote recycling (provide examples of signage etc if possible)

Amount (weight) lbs of trash and recyclables which waste company will provide (you needed to request this prior)

Comments and Suggestions of what you would do different next time to achieve better results and suggestions to the city and waste hauling company for a smoother, easier more successful process and results.

PICTURES of your events recycling.

Educational recycling information delivered during your event and method of delivery.



**PREMIERE
RACING INC.**

Jeanne Kleene

67B Front Street
Marblehead, MA 01945
Tel: 781-639-9545
Fax: 781-639-9171
e-mail: Jeanne@Premiere-Racing.com
www.Premiere-Racing.com

5033

BANK OF AMERICA, NA
MARBLEHEAD, MA 01945
5-13/110

PREMIERE RACING, INC. 01-97
67 B FRONT STREET
P.O. BOX 1067
MARBLEHEAD, MA 01945
(781) 639-9545

9/9/2010

\$ **1,000.00

PAY TO THE
ORDER OF

City of Key West

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

City of Key West
525 Angela Street
Key West, FL 33040

Jeanne Kleene

MEMO TWP Permit Recycling Deposit

⑆00563⑆ ⑆01000138⑆ 00048030327⑆

Special Event Recycle Plan

ATTACHMENT 1-C

Truman Waterfront Property Use during Premiere Racing's Key West Race Week / Yachting Race Week

January 1 – February 1, 2011

Recycle Coordinator: Jeanne Kleene, Premiere Racing
Contact: 781-639-9545 (office) 617-922-0656 (mobile)
Email: jeanne@premiere-racing.com

Recycle Coordinator will:

- Educate and/or training recycling staff, attendees, and participants of event policies;
- Coordinate the lease of recycle bins and the pickup of recyclables;
- Report the volume recycled to the City of Key West (Annalise Mannix 809-3747 or designee);
- Ensure food waste or other trash containers are adjacent to recycle bins;
- Designate a volunteer responsible for ensuring against comingling of recyclables and trash;
- Locate recycling areas with trash receptacles near any port-o-lets, and at the event entrance and exit.

Minimum City Requirements:

- Note that there will be no food or beverage vending as part of our use of the Truman Waterfront Property.
- Recycle bins will be provided alongside trash barrels and dumpsters.
- Containers will be clearly marked and visible
- Waste Management will deliver recyclables to the recycle center

This is a secure area and recycling instructions will be provided to all who have access.

There will be a minimum of six (6) 32 gallon totes located in area. Waste Management has been consulted and will provide the totes.

Premiere Racing will contract with Waste Management to pick up recyclables and report the volume.

Any card board is expected to be minimal, as there are no vendors in this area and no supplies will be delivered. We will provide containers for any cardboard and will monitor breakdown of cardboard and disposal.

Recycle bins will be clearly marked "Recyclables" and monitored

Attachments 1-2



THE CITY OF KEY WEST

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

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

Jammie for Peter Craig
Recycle coordinator
Event manager

Client#: 12597

USSAIL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/17/2009
PRODUCER Gowrie, Barden & Brett, Inc. 70 Essex Road Westbrook, CT 06498 860 399-5945	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED US Sailing Association Inc 15 Maritime Drive Portsmouth, RI 02840	INSURERS AFFORDING COVERAGE INSURER A: Federal Ins Co (Chubb) INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 20281

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDITIONAL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35810562	12/01/09	12/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG Included								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	79832253	12/01/09	12/01/10	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table style="width:100%; border: none;"> <tr> <td style="border: none;">WC STATU-TORY LIMITS</td> <td style="border: none;">OTH-ER</td> </tr> <tr> <td style="border: none;">E.L. EACH ACCIDENT</td> <td style="border: none;">\$</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - EA EMPLOYEE</td> <td style="border: none;">\$</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - POLICY LIMIT</td> <td style="border: none;">\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Additional Insured: Premiere Racing, Inc. The certificate holder is listed as additional insured with respect to general liability coverage only for the Key West 2010, presented by Nautica to be held from January 2nd-February 5th, 2010, including set up/break down.

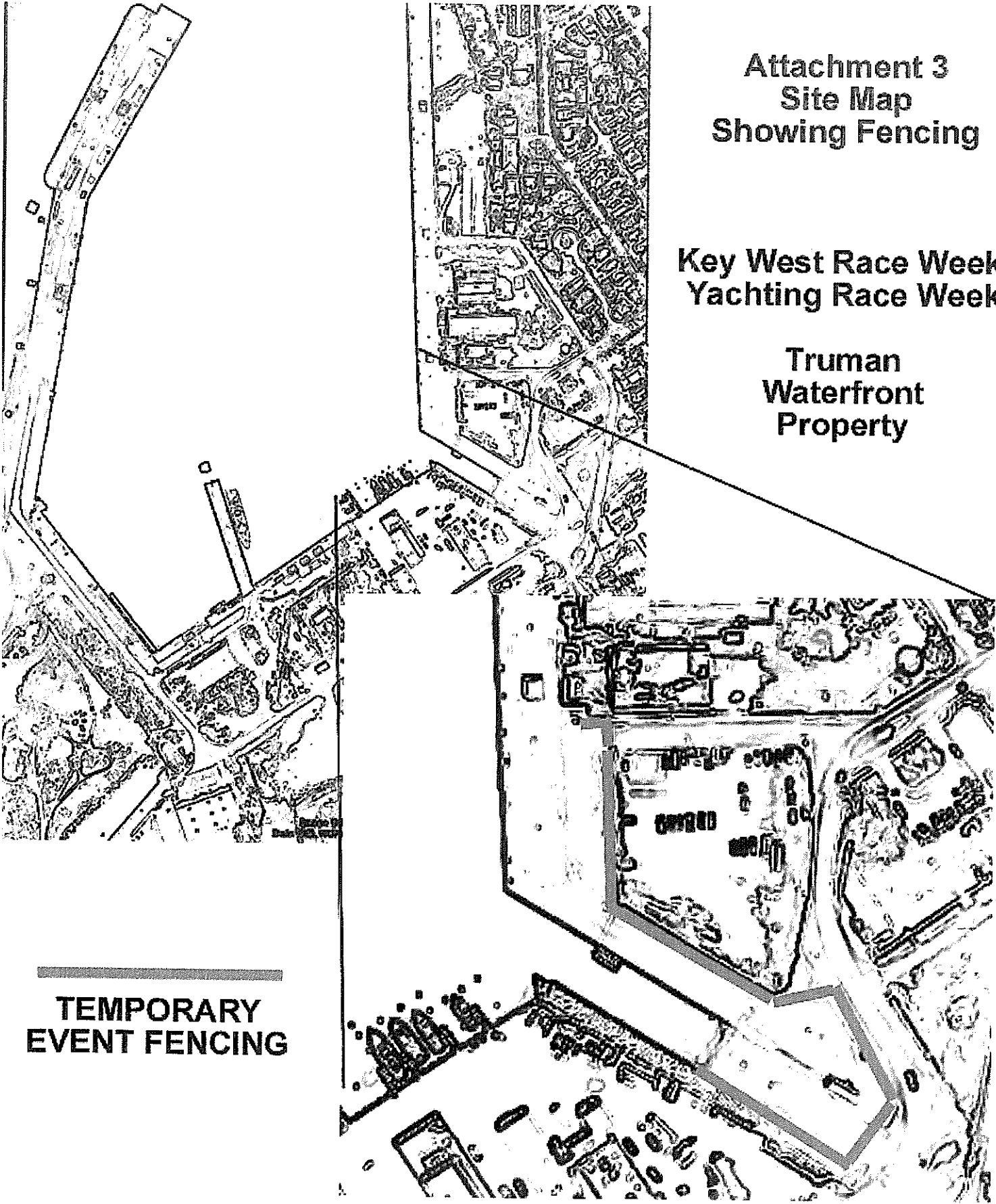
TO BE RENEWED DEC 2010 FOR 2011

CERTIFICATE HOLDER The City of Key West 525 Angela Street Key West, FL 33041	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>S. Carter Gowrie</i>
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**Attachment 3
Site Map
Showing Fencing**

**Key West Race Week/
Yachting Race Week**

**Truman
Waterfront
Property**



**TEMPORARY
EVENT FENCING**

Event Name: YACHTING RACE WEEK / KEY WEST RACE WEEK 2011

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)	N/A
X	\$50.00 for Noise	N/A
X	Ordinance initialed	Attachment 1-A
X	Recycling checklist completed	Attachment 1-B
X	Recycling deposit \$1,000.00	Check #5633 mailed 9/9/10
X	Recycling Plan	Attachment 1-C
X	Authorization Letter for continuous cleaning of recycled area	Attachment 1-D
X	Signatures of No Objection of Street closure (If applicable)	N/A NO STREET CLOSURE
X	Insurance naming the City as additional insured	Attachment 2 -renewal to be provided in December
X	Financial of previous event (If applicable)	N/A
X	Release & Idemnification Form	TO BE PROVIDED per Maria
X	Site Map (where barricades, stages, etc are to go)	Attachment 3
X	Letter from non profit that states they will be receiving the funds	N/A - NO STREET CLOSURE

ALSO SEE ATTACHMENTS A, B AND C

ATTACHMENT A

LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY

LICENSE NUMBER

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

1. PROPERTY LOCATION

KEY WEST, FLORIDA

2. DATES COVERED

January 1, 2011 - February 1, 2011
FROM: TO:

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

TRUMAN WATERFRONT PROPERTY

4. PURPOSE OF LICENSE

Yatching Race Week

5. LICENSOR

CITY OF KEY WEST

5a. CITY REPRESENTATIVE (TITLE AND ADDRESS)

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

6. LICENSEE (NAME AND ADDRESS)

Premiere Racing Inc

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

Peter S. Craig 67B Front Street
Marblehead MA 01945

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

a. AMOUNT	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (MAILING ADDRESS)
5,000.00	One time payment	Submitted with License	Port office at P.O Box 6434, Key West, FL 33041-6434

8. ADDITIONAL CHARGES FOR USE OF PROPERTY

(IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 8a "AMOUNT")

a. AMOUNT (EACH PAYMENT)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (MAILING ADDRESS)
2500.00			Port office at P.O Box 6434, Key West, FL 33041-6434

9. INSURANCE REQUIRED AT EXPENSE OF LICENSE

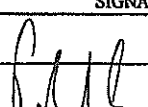
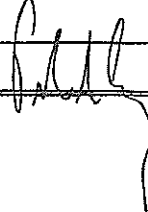
(IF ANY OR ALL INSURANCE REQUIREMENTS HAVE BEEN WAIVED, ENTER "NONE" IN a, b, c, OR d AS APPROPRIATE)

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

10. GENERAL CONDITIONS (SEE ATTACHED)

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

II. EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE	SIGNATURE	
CITY OF KEY WEST	MR. JIM SCHOLL, CITY MANAGER		
LICENSEE	Peter Craig		9/20/10

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE.

ATTACHMENT B: GENERAL CONDITIONS

Initials of Applicant *RC*

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

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

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

Initials of Applicant

PRC

ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

1. The City identifies a single Point of Contact, Mr. Doug Bradshaw, Port Project Manager of Key West, phone (305) 809-3792 or Cell (305) 797-8361, who will provide license provision oversight and enforcement for the full term of the license.
2. Prior to use of the premises Licensee must provide a \$ 5000.00 refundable deposit and a \$ 1500.00 nonrefundable payment for use of the property. This payment shall be delivered to the Port office at P.O Box 6434, Key West, FL 33041-6434. All checks shall be made payable to Licensor. Utilities used by Licensee will be charged at current rates. Any additional costs that will be incurred by the City (security, fire protection, public works, Navy, etc.) must be paid to the City to those departments. Assignment of damage cost or noncompliance penalties will be at the discretion of the City of Key West. Additional charges may be made after the activity if required.
3. All utility use must be coordinated through Doug Bradshaw. Any modification to utilities to support the activity will be at the sole cost of the Licensee.
4. Licensee is responsible for obtaining necessary permits required by any other agencies pertaining to this event such as Federal, State, Local, Coast Guard, Navy, Marine Sanctuary, etc. and is responsible of providing proof of permit prior to entering into an agreement with the City of Key West.
5. Licensee must provide the City with a detailed schedule for activities.
6. The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. without prior approval by Licensor.
7. No generators associated with the event shall operate after 6 p.m. and before 8 a.m.
8. The leased site must be maintained in an orderly and neat condition. Licensor may request Licensee to improve conditions of site within reason if conditions become unacceptable.
9. The Licensee shall notify the Truman Annex Master Property Owner's Association (TAMPOA) at least 30-days prior to the activity.
10. Ingress/egress by the licensee shall be coordinated with the Licensor.
11. The Licensee must provide or ensure 24-hour security for the licensed area either thru security guard or by fencing with locking gates.
12. City of Key West personnel shall be allowed access to the site at all times,
13. Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.

Initials of Applicant

psc

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

Premier Racing - Use of Taman Waterfront

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

EVENTS (INITIAL SIGNOFF):

Maria Ratzliff 9/17/2010
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

KWDOT/PORT - Doug Bradshaw

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

CODE COMPLIANCE

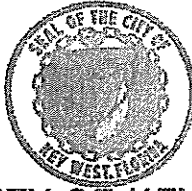
CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

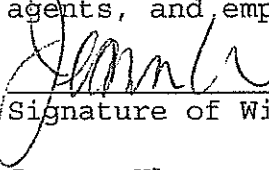


THE CITY OF KEY WEST

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

**RELEASE AND INDEMNIFICATION
Premier Racing
Use of the Truman Waterfront Property
January 1 through February 1, 2011
6:00 a.m. to 8:00 p.m.**

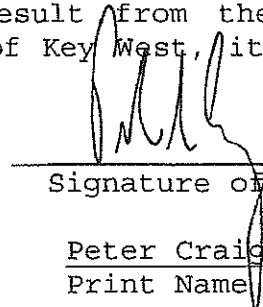
I Peter Craig being authorized to act on behalf of and legally bind Premier Racing doing business as the legal entity or association on whose behalf this application is made, do hereby release the City of Key West, its officers, agents and employees from any and all liability for damages arising out 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

Jeanne Kleene
Print Name

September 17, 2010
Date



Signature of Applicant

Peter Craig
Print Name

September 17, 2010
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

SPECIAL EVENT (Exemption from Noise Ordinance)

STREET CLOSURE APPLICATIONS

The following applications for Special Events/Street closures will be considered at the city commission meeting of October 5, 2010, 6:00 p.m. Old City Hall

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

Fogarty's Red Party Event
Street Party

Wednesday, October 27/2010

12:00 noon to 4:00 a.m.

Street closed till 8:00 a.m.

Caroline Street Between Simonton and Duval Street

Contact: Jon Marshall 305 294-7525

Florida Powerboat Club, Inc.

Noise Exemption at

Conch Republic Seafood Company

631 Greene Street

November 2 & 13, 2010

8:00 p.m. to 11:00 p.m.

Contact: Stewart Jones 954-545-1414

Premier Racing

The use of the Truman Waterfront for the

Staging, Launching and Hauling of

Racing Sailboats and Support Boats

January 1, 2011 through February 1, 2011

Contact: Peter Craig 781-639-9545

Monroe County Commercial Fishermen Inc.

Florida Keys Seafood Festival at

Bayview Park

Saturday, January 15, 2011

11:00 a.m. to 9:00 p.m.

Contact: Vicki Gale 305 872-9026

Premier Racing - Use of Truman Waterfront

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

EVENTS (INITIAL SIGNOFF):

Maria Ratush 9/17/2010
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

KWDOT/PORT Doug Bradshaw
[Signature] 9-20-10
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

Lic Agreement
needs to be signed

CODE COMPLIANCE

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)