

CITY OF KEY WEST
APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) KAREN BOWERS dba Shoot For The Moon

Address of Applicant(s) POB 430095 BPK 33043

Phone Number of Applicant(s) 305 766 1053 Fax: _____ Email lunarchik@earthlink.net

Name of Non-Profit (s) Reef Relief

Address of Non-Profit(s) 131 Greene St

Phone Number of Non-Profit(s) 305 294-3100

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

Date/Dates of Event 11 May 2013 (practice session
10 May 2013)

Hours of Operation 6 am - 7pm ↳ 6am - 7pm

Estimated/anticipated number of persons per day 200

Location of Event TRUMAN WATERFRONT

Street Closed N/A

Detailed description of event BATTLE IN THE BAY DRAGON

BOAT FESTIVAL

Noise exemption required: Yes X No _____

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.

KAREN BOWERS
KAREN BOWERS
PLEASE PRINT AND SIGN

Applicants Signature

2 October 2012

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 2 Oct 2012

Applicant Name KAREN BOWERS dba Shoot For The Moon

Applicant Address POB 430095

Applicant Phone Number 305-766-1053

Event Name BATTLING IN THE BAY DRAGON BOAT FESTIVAL

Event Address/Location TRUMAN WATERFRONT

Date of Event 11 MAY 2013 (practice 10 May 2013)

Nature of Event sporting event with vendors and entertainment

Profit Non Profit

Time(s) Request for Exemption 6 am - 7 pm. (7am-7pm)

Number of Exemptions at this location 1

Date of last exemption 2006

City of Key West
*** CUSTOMER RECEIPT ***
Oper: KEYWVSB Type: DC Drawer: 1
Date: 1/03/13 45 Receipt no: 27604

Description	Quantity	Amount
SS SPECIAL EVENTS PAYMENTS	1.00	\$50.00
G/L account number:		
00100003429300		
00100001040000		

DRAGON BOAT RACE NOISE EXEMPT

Tender detail		
CK CHECK	1159	\$50.00
Total tendered		\$50.00
Total payment		\$50.00

Trans date: 1/03/13 Time: 10:38:38

ORDINANCE NO. 02-09

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

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

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

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

Sec. 6-26. Payment for city services.

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

(b) The city manager shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment. If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is established, then within thirty (30) days after the event the city may impose an interest charge on the amount due at the rate of one and one half percent (1½%) per month.

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

(d) The first \$500.00 \$1,000.00 of costs as specified in subsection (a) of this section may be waived for any organizer or sponsor which has qualified as a tax-exempt nonprofit organization according to state of federal law. Acceptance of this waiver by such sponsor shall render the event a public accommodation subject to the human rights provision of the section 38-225.

(e) Any nonprofit organization accepting the waiver provided for by subsection (d) of this section shall, within 90 days following the special event, submit to the city commission an accounting of expenses and revenues incurred and generated during the event.

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

Section 2.

That section 6-27 is hereby added to the Code of Ordinances as follows:

Sec. 6-27. Food, beverage and merchandise booths.

No booth or stall set up for a special event and serving any amount or type of food and/or beverage, or selling merchandise, shall be placed directly in front of, or within five (5) feet of the property line of, a restaurant or a bar or a retail store (selling primarily the same or similar merchandise), unless the owner of the restaurant, the bar or the store consents. This section shall not apply to major festivals as defined in section 6-58.

Section 3.

That section 6-56 of the Code of Ordinances is hereby amended as follows:

Sec. 6-56. Application.

(a) Except as provided in section 6-58, At least 60 days prior to a proposed special event that will result in the closing of a public street, the sponsor shall submit an application to the city manager. An application may be made either by a tax-exempt nonprofit organization (nonprofit) or jointly by a nonprofit and a private or business entity.

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

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

Section 4.

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

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

(a) A major festival is a special event of regional impact. Major festivals are: FancyFantasy Fest, Hemingway Days, Goombay Festival, Conch Republic Celebration , the Poker Run, the Valentine's Day event for Wesley House, the Red Ribbon event at Mango's Mangoes, and such other special events as may be added or subtracted by resolution of the city commission. Private persons or business entities who sponsor major festivals are not required to provide funds to a non-profit organization per section 6-57. An application for a major festival must be received in the city manager's office at least six (6) months in advance of the scheduled event. Have a non profit coapplicant ot to provide a percentage of revenues to a charitable cause.

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

Section 6

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

Sec. 6-61. Temporary bathroom facilities.

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

Section 7.

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

Section 8. All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 9. This Ordinance shall go into effect on January 1, 2003.

Read and passed on first reading at a regular meeting held this 16th day of October, 2002.

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

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

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

Filed with the Clerk November 21, 2002.

Sponsor's Signature



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 Karen Bowers.

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.
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 manager 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 Karen Bowers.

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 Karen Bowers.

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 Karen Bowers

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 Karen Bowers.
9. All applications are subject to approval at the discretion of the City Manager and/or City Commission.
Sponsor's Signature Karen Bowers.
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 Karen Bowers.
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 Karen Bowers.
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 Karen Bowers.
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 Karen Bowers.
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 Karen Bowers.
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 Karen Bowers.

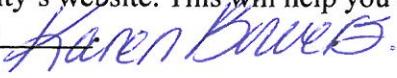
16. Special events may use fog, smoke and bubble machines or any device that emits a mist or spray contingent on Key West Fire Department approval. Approval must be obtained a minimum of 48 hours prior to the event. The use of confetti or confetti machines is strictly forbidden.

Sponsor's Signature



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

Sponsor's Signature



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

Sponsor's Signature





THE CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FL 33041-1409

PUBLIC NOTICE

THIS IS TO NOTIFY YOU THAT **SHOOT FOR THE MOON (DRAGON BOAT RACES)** HAS APPLIED TO THE KEY WEST CITY COMMISSION FOR A SPECIAL EVENT PERMIT UNDER SECTION 6-86 OF THE CITY'S NOISE CONTROL ORDINANCE. THE APPLICATION IS FOR AN EVENT TO TAKE PLACE ON **SATURDAY, MAY 11, 2013 FROM 6:00 A.M. TO 7:00 P.M. AT THE TRUMAN WATERFRONT** WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON **JANUARY 23, 2013, AT 6:00 P.M., OLD CITY HALL, 510 GREENE STREET.**

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

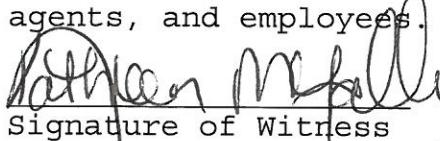


THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION Battle in the Bay Dragon Boat Festival May 11, 2013

I **Karen Bowers** being authorized to act on behalf of and legally bind **Shoot For The Moon** 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

Kathleen McFadden
Print Name

1-1-13
Date


Signature of Applicant

KAREN BOWERS
Print Name

1-1-13
Date

Complete Checklist for Event Recycling

City of Key West

- Identify contact person at the festival responsible for working with recycling.
Name of person: JOHN NAMAST Phone number: 630-392-3385
- Identify the recyclable commodities that will be used by the public and behind-the-scenes.
Aluminum Glass #1 Plastic #2 Plastic Steel
Corrugated Cardboard Other: _____
- Define the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every 1 trash barrels will be used).
Amount of recycling and garbage containers needed: 24 each.
- Arrange for recycling containers for the grounds and a large container (roll-off or festival box) and coordinate delivery and removal arrangements. Recycling containers may be ordered from Waste Management. 305 296-2825.
Arrangements made: _____
- Capacity of containers on grounds:
Contact person for containers: JOHN NAMAST Phone #: 630-392-3385
- 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: _____
- 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: _____
- 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

Special Event Recycle Plan:

Battle in the Bay Dragonboat Festival
(Name of Event)

May 11, 2013 9 AM-5 PM
(Date/s and time of events)

Recycle Coordinator:
John Namest
Shoot for the Moon
(Organization)

Recycle Coordinator Phone number: 630-393-3385
Event organizer chair phone number: 305-766-1053
Cell phone for use during event:

Report recycles tonnage to City on:
(Date)

Description of Event:
This is a one day event at the Truman Waterfront. There will be ___ vendors and ___ visitors. ___ vendors will sell food.

Group Vision:
An exciting and fun day of racing.

Recycle Coordinator will:

- Educate recycling volunteers of their duties one week before the event.
- Send notices to all vendors of the recycle rules with suggestions on how to comply 4 weeks before the event.
- Have recycle signs at least 3 weeks before event
- Have recycling remarks for the main speaker to make periodically throughout the event.
- Lease of recycle bins and the pick up of recyclables with waste mgmt 4 weeks prior to event.
- Will call WM one day prior to event and meet them at park the night before to make sure all proper containers are at the park.
- Make sure recycle bins are setup next to each waste container.
- Place signs by all bins to reinforce correct type of recyclables end up in bins.
- Have volunteers make regular rounds to check all containers to control overflow.
- On event day, I will make sure every vendor is properly setup for recycling containers knows where drop off areas are.
- Work with WM and volunteers after the event to make sure everything on site is removed properly.
- Report recycling volume to city

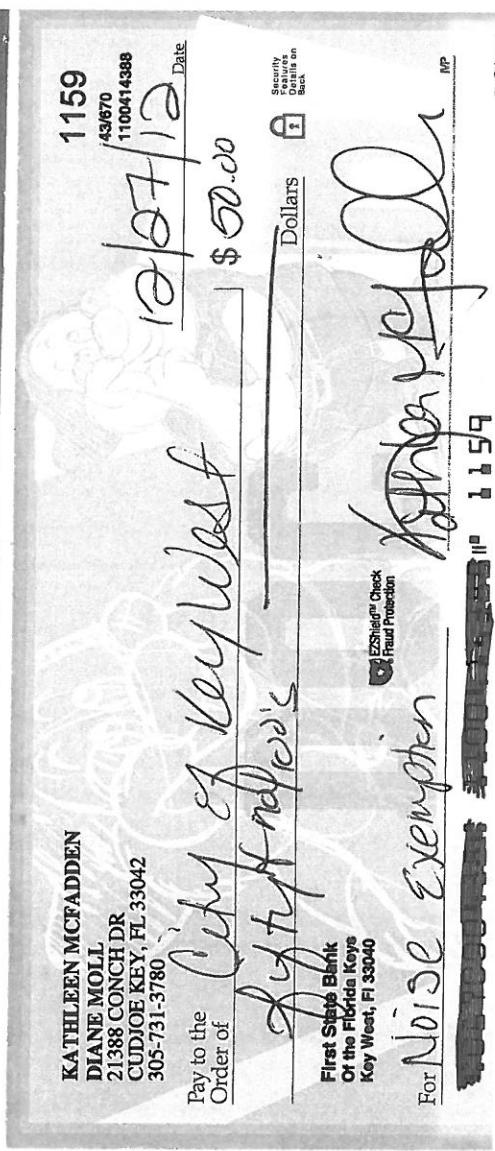
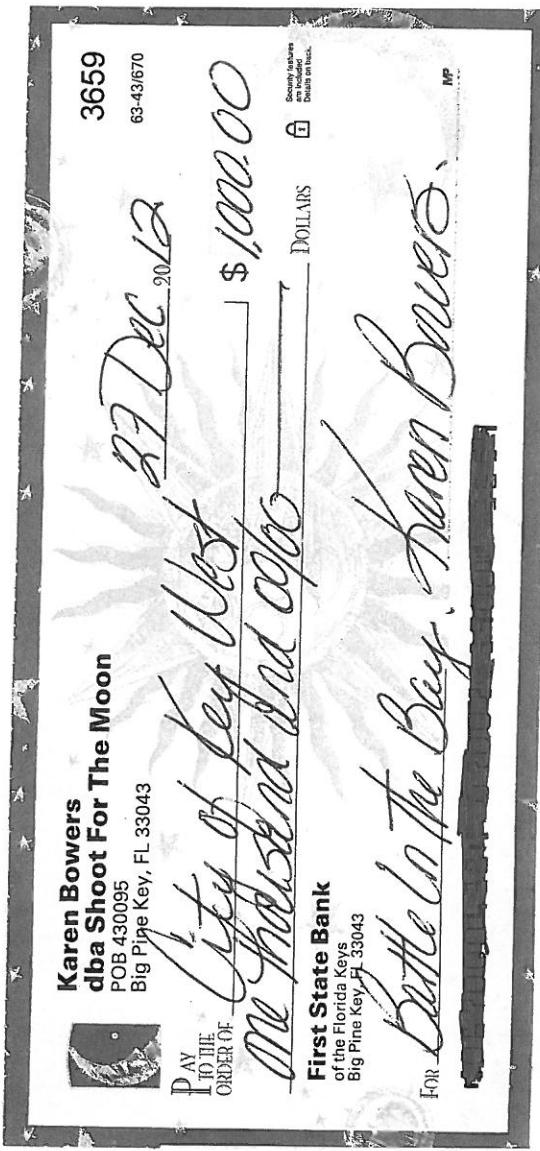


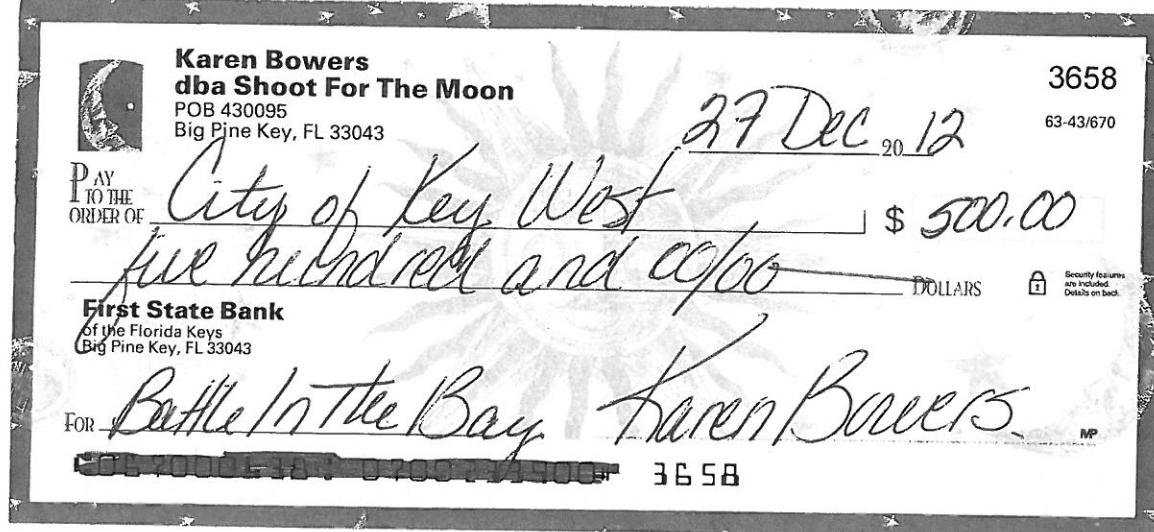
THE CITY OF KEY WEST

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.

Karen Bowers.





User fee

City of Key West
***** CUSTOMER RECEIPT *****
Oper: KEYWVSB Type: DC Drawer: 1
Date: 1/03/13 45 Receipt no: 27603

Description	Quantity	Amount
SS SPECIAL EVENTS PAYMENTS	1.00	\$500.00
G/L account number:		
00100003429300		
00100001040000		

DRAGAIB BOAT SHOOT FOR THE
MOON USER FEE

Tender detail		
CK CHECK	3658	\$500.00
Total tendered		\$500.00
Total payment		\$500.00

Trans date: 1/03/13 Time: 10:37:42

ATTACHMENT A

LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY

LICENSE NUMBER

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

1. PROPERTY LOCATION

KEY WEST, FLORIDA

2. DATES COVERED

FROM: 10 May TO: 11 May, 2013

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

TRUMAN WATERFRONT PROPERTY & Boat Basin

4. PURPOSE OF LICENSE

Battle In The Bay Dragon Boat Festival

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)

KAREN BOWERS SHOOT FOR THE MOON
POB 4300 95 BPK 33043

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

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)
	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)
500.00			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. THIRD PARTY PROPERTY DAMAGE	SEE ITEM #10	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	SEE ITEM #10

10. GENERAL CONDITIONS (SEE ATTACHED)

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

II. EXECUTION OF LICENSE

FOR	BY	SIGNATURE	DATE
CITY OF KEY WEST	MR. JIM SCHOLL, CITY MANAGER <i>Braden Vetus</i>	<i>Karen Powers</i>	
LICENSEE	Karen Powers		1-1-13

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE.

ATTACHMENT B: GENERAL CONDITIONS

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

Initials of Applicant *kb*

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

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

ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

1. The City identifies a single Point of Contact, Mr. Doug Bradshaw, Port Project Manager of Key West, phone (305) 809-3792 or Cell (305) 797-8361, who will provide license provision oversight and enforcement for the full term of the license.
2. Prior to use of the premises Licensee must provide a \$ _____ refundable deposit and a \$ _____ nonrefundable payment for use of the property. This payment shall be delivered to the Port office at P.O Box 6434, Key West, FL 33041-6434. All checks shall be made payable to Licenser. 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 Licenser.
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. Licenser 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 Licenser.
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.

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.

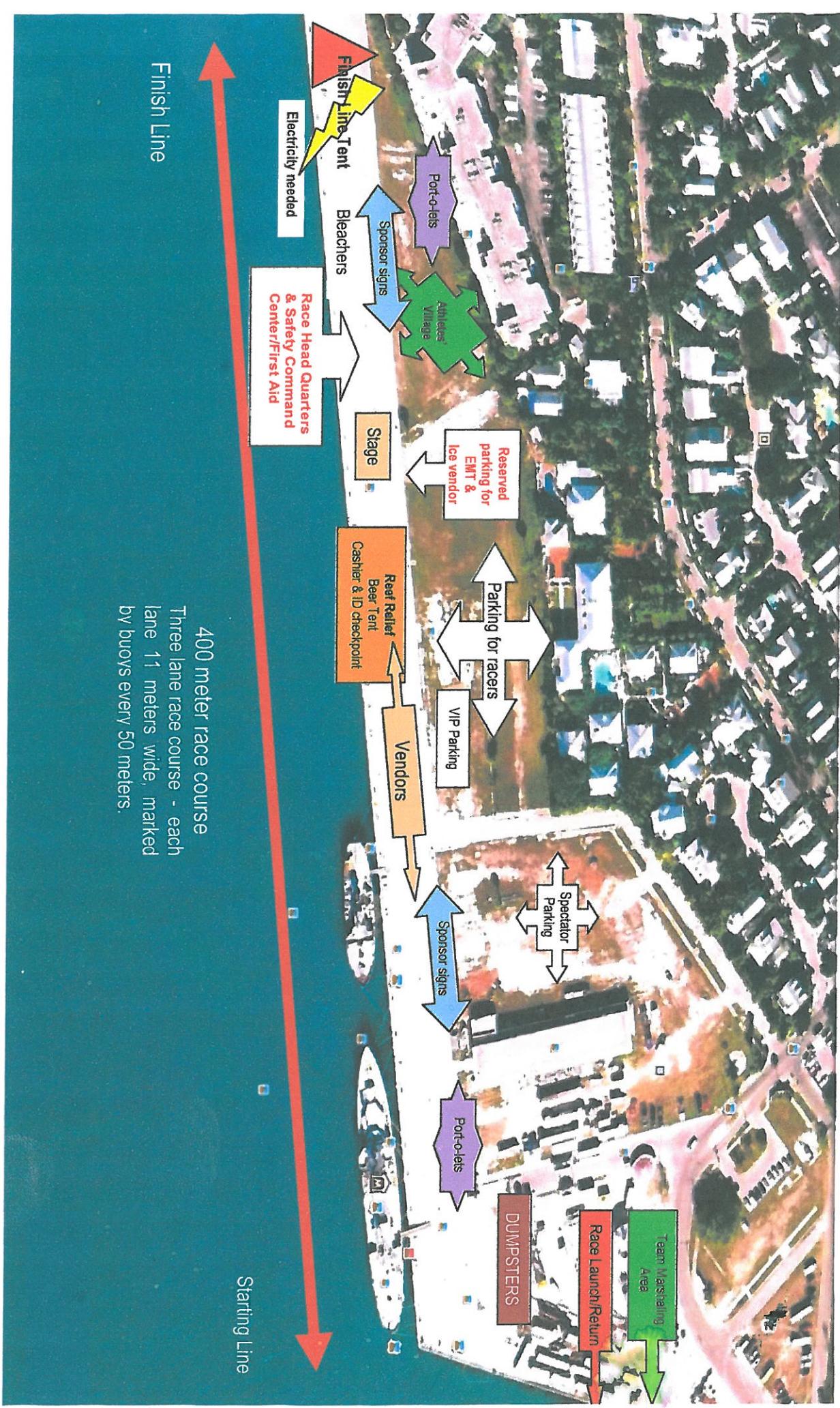
**ALL EVENTS REQUIRING ACCESS
TO UTILIZE THE TRUMAN
WATERFRONT PROPERTY MUST HAVE A
SIGNED LICENSE FOR USE OF THE
PROPERTY PRIOR TO THE SPECIAL EVENT
RESOLUTION GOING TO CITY
COMMISSION**

**PLEASE CONTACT DOUG BRADSHAW AT
305-809-3792 TO SCHEDULE THE EVENT AND
OBTAIN A LICENSE**

Non Profit Organizations benefitting from
Battle In The Bay Dragon Boat Festival

	2009	2010	2011	2012	
Home School High School	\$25.00				
K.A.I.R.	\$150.00				
Florida Keys Children's Shelter	\$250.00				
Seeds of Love	\$350.00				
Reef Relief	\$1,690.00	\$1,633.00	\$1,563.00	\$1,501.00	
Heron Peacock Supported Living	\$6,581.00	\$10,295.50	\$10,285.00	\$8,570.00	
Susan G. Koman for the Cure		\$250.00	\$48.00		
Marc House			\$136.00		
Stanley Switlik Elementary School Special Education			\$1,621.00		
Cancer Foundation of the Florida Keys				\$932.00	
S.H.A.R.K. (<i>Safe Harbor Animal Rescue of the Keys</i>)				\$2,761.00	
BPW Scholarship Fund		\$316.50			
WomanKind		\$5,685.00			
SUFA (<i>Stand Up For Animals</i>)		\$280.00			
Grace Jones		\$215.00			
TOTAL	\$9,046.00	\$18,675.00	\$13,653.00	\$13,764.00	\$55,138.00

Battle In The Bay Dragon Boat Festival



May 11, 2013



KEY WEST FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

Please Check All That Apply To This Event

Cooking

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

Electrical Power

- Generator
- 110 AC with Extension Cords
- DC Power

Road Closure

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

Tents (More Than 200 SqFt.)

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

Food Booths

- Food Booths – Total # _____
- Vendor Booths – Total # _____
- Total Number of Booths - _____

Parade

- Floats – Total # _____



Member, U.S. Olympic Committee

USA Canoe/Kayak Insurance Overview

General Liability Insurance

This coverage is under-written by American Specialty through Philadelphia Indemnity Insurance Company. (Best Rating A+) Limits of liability are the following:

Limits of Coverage:

General Total Aggregate	\$5,000,000
Products & Completed Work	\$2,000,000
Personal Injury	\$1,000,000
Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Medical Expense Limit	\$5,000

Coverage:

This policy responds to covered lawsuits against named insureds alleging that their negligence has resulted in bodily injury, property damage, or personal/advertising injury to a participant, spectator or third party.

Accident Insurance

This coverage is under-written by National Union Fire Insurance Company (AIG Domestic Accident & Health Division) and the limits are as follows:

Per Person	\$50,000
Each Occurrence	\$250,000
Deductible	\$500
Accidental Death & Dismemberment	\$10,000

***This policy is triggered after personal and other existing insurance coverage is exhausted, and after the deductible has been satisfied for members participating in USACK sanctioned activities. Note: This policy becomes primary in the event the athlete is uninsured.



*a nonprofit membership organization dedicated
to improving and protecting our coral reef ecosystem*

Post Office Box 430, Key West, FL 33041 • reefrelief@gmail.com • www.reefrelief.org
Reef Relief Headquarters & Environmental Center 631 Greene Street, Key West, Florida • Tel: 305-294-3100 • Fax: 305-293-9515

January 11, 2013

To Whom It May Concern:

I write in support of the permit for the Battle le in the Bay Dragon Boat Festival. For the last few years, this event has benefited Reef Relief through the proceeds of alcoholic beverage sales. These sales benefit Reef Relief's coral reef conservation efforts. We greatly appreciate the Battle in the Bay Dragon Boat Festival's continued support of Reef Relief and our work.

Sincerely,

Millard McCleary
Executive Program Director
Reef Relief

Event Name: BATTLE IN THE BAY DRAGON BOAT FESTIVAL

Special Event Checklist

Everything must be checked off before
submitting the special event application

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

Dragon Boat Races at Truman Waterfront

May 11, 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Hatch 5/4/13

SIGNATURE

DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS



SIGNATURE

DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT



SIGNATURE

DATE

CONDITIONS/RESTRICTIONS:

FIRE DEPARTMENT



SIGNATURE

DATE

CONDITIONS/RESTRICTIONS:

KWDOT/PORT



N/A

SIGNATURE

DATE

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE



SIGNATURE

DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED

DENIED

(if denied attach explanation)

Dragon Boat Races at Truman Waterfront

May 11, 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Hatch 5/4/13

SIGNATURE

DATE

CONDITIONS/RESTRICTIONS:

CONDITIONS/RESTRICTIONS:

SIGNATURE

DATE

POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE

DATE

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE

DATE

KWDOT/PORT

CONDITIONS/RESTRICTIONS:

SIGNATURE

DATE

CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

Jin Yong

4 Jan 13

DATE

EVENTS:

REQUEST HAS BEEN APPROVED

DENIED

(if denied attach explanation)

Dragon Boat Races at Truman Waterfront

May 11, 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Ratcliff 1/4/13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

Shawn 1/7/13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

- ① Requires ABT Permit
② Requires Extra Duty
③ - Requires
④ - Strong Recreational Noise
CONDITIONS/RESTRICTIONS: Exemption

FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

KWDOT/PORT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

Dragon Boat Races at Truman Waterfront
May 11, 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Ratcliff 1/4/13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

R
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

KWDOT/PORT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)



THE CITY OF KEY WEST

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

To: Karen Bowers

From: Fire Marshal Danny Blanco

Date: 01/10/2013

Reference: Dragon Boat Races

The following conditions apply:

This office reviewed the special event application for the Dragon Boat Races to be held at the Truman Waterfront on May 10 -11, 2013.

The following conditions apply:

- Cooking and Generator use that takes place on city property needs to have a Life Safety Inspection.
- Attached are the vendor regulations for special events.
- Attached is the Application Check-List: Please complete and return.
- The Event is responsible for the cost of Fire Inspector(s) who will perform the Life Safety Inspection on event dates.
- Fire Inspector(s) working the Inspection detail shall be paid a rate of \$ 40.00 per hour with a four hour minimum.
- **Event coordinator is responsible for scheduling the inspection with this office.**

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

Danny Blanco, Fire Marshal

Key West Fire Department
1600 N. Roosevelt Boulevard
Key West, Florida 33040
305-809-3933 Office
305-292-8284 Fax
dblanco@keywestcity.com

Serving the Southernmost City

KEY WEST FIRE

Dragon Boat Races

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):	CONDITIONS/RESTRICTIONS
SIGNATURE	DATE
PUBLIC WORKS	
SIGNATURE	DATE
POLICE	
SIGNATURE	DATE
FIRE DEPARTMENT	<u>SEE ATTACHED MEMO</u>
<u>Daniel Blanco</u>	<u>1/10/2013</u>
SIGNATURE	DATE
PORT/KEY WEST DOT	
SIGNATURE	DATE
CODE COMPLIANCE	
SIGNATURE	DATE
KEY WEST PROPERTY MANAGEMENT	
SIGNATURE	DATE
PARKING DEPARTMENT	
SIGNATURE	DATE



Key West Fire Department

Office of the Fire Marshal

Danny Blanco , Fire Marshal

1600 N. Roosevelt Blvd.

Alan Averette, Capt. / Fire Inspector

Key West, FL 33040

Kenneth Wardlow, Capt. / Fire Inspector

Phone: (305) 292-8179

Jason Barroso, Lt./ Fire Inspector

Fax: (305) 293-8399

Food Booth and Vendor Regulations

Vendor Booth Construction and Location

1. Each vendor booth shall have at least one exit way, minimum 3 feet wide by 6' height (booth frame shall not intersect exit path).
2. A 60-inch clearance shall be maintained between the cooking surface and any combustible canopy.
3. **Each vendor shall stay within their assigned area, equipment and supplies shall not be staged outside their allotted space. ie: sidewalks, exit ways.**

Butane or Propane equipment:

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

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

Electrical Power:

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

Charcoal Cooking:

1. Charcoal cooking must be located in areas away from public access.
2. Charcoal cooking must be 10 feet away from combustible structures and parked vehicles.
3. Coals shall be disposed in metal containers

Deep Fat Frying/Flambé/Open Flame Cooking:

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

Fire Extinguishers:

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

Miscellaneous:

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

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

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

Any booth not in compliance will be immediately closed.

Fire Safety Tips

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