

## **AGREEMENT**

**THIS AGREEMENT** made between the CITY OF KEY WEST, FLORIDA, hereinafter Called the "City" and the Conch Republic Offshore Powerboat Racing Association hereinafter called the "Club" for the Key West World Championship Race starting on November 3 - 1, 2013.

### **WITNESSTH**

**WHEREAS**, Club will host the Annual Key West Conch Republic Offshore Powerboat Racing Association November 3, 2013 through November 11, 2013.

**WHEREAS**, the event will require the provision of additional or extraordinary support services from the City in order that said event may be held in Key West, Florida;

**NOW, THEREFORE**, it is mutually agreed between the City and the Club as follows:

#### **A. General Terms & Conditions**

##### **City Will:**

1. Close Duval Street for the Display of the boats from Front Street to Fleming Street and prohibit parking on said streets. The primary purpose of closing the designated streets are for the parking of the racing boats. All cross streets will remain open.
2. Execute City License (attached) for Truman Waterfront & Outer Mole
3. Support Clubs Application for Navy Outer Mole License.
4. Post the areas with "No Parking" signs.
5. Make sure that all racing boats must be parked in the areas designated by the Key West Police Department.
6. Conduct a walk-through before and after the event.

##### **CLUB Will:**

1. Comply with and pay all associated cost related to the "Rule and Regulations for use of City of Key West property for Special Events."
2. Keep one traffic lane of all blocked streets open at all times during the events to allow access to any of the barricades areas for emergency vehicles.
3. Pay all reasonable cost associated with the street closure.
4. Submit a user fee of \$5,000 for the use of the Truman Waterfront. Barricades are included in the user fee. # of barricades needed \_\_\_\_\_.
5. Submit a refundable check for \$10,000 before the event. In the event that there is damage to the Truman Waterfront property, the City will retain the

\$10,000 deposit. The amount of the deposit is in no way a limitation on the amount of damages for which the Club may be responsible.

6. Erect and dismantle the bleachers, tables & chairs at the Truman Waterfront.
7. Assure that nothing is stored or left out on the outer mole.
8. Provide a minimum of 40 each recycle and trash containers with checklist for Event Recycling.(See attached Checklist for Event Recycling).
9. Provide one (1) trash container per one (1) recycle container to be placed side by side throughout the event grounds.
10. Provide and Pay for temporary bathroom facilities.
11. Direct pay public safety officers required for street closure and throughout the event where needed.
12. Pay for any repairs and damages arising from the use of the Truman Waterfront.
13. Not park vehicles on or otherwise damage the new roped off park area to the left of the entrance to the Southard St. Park.
14. Pay the cost associated with the closure of Duval Street for the display of the racing boats.

#### **B. Payment and Traffic Control**

1. City will provide to CROPRA an itemized invoice for the services provided during the event.
2. Should there be any additional costs incurred by the City that do not appear in the costs estimates, as the result of additional labor or equipment provided by the City of Key West, the festival organizer or contact person shall be informed by the City department and advise the City Manager as soon as practical.
3. Club will remit payment to City within forty-five days of invoiced date.
4. Club will hire and pay directly security detail & fire detail for the event.

By reference the attached city license agreement, Navy License agreement, Rules & Regulations, Event Checklist and Recycle Plan/agreement are incorporated in this agreement.

**IN WITNESS WHEREOF**, Club and City hereby accept and agree to abide by the terms and conditions set forth herein and have herein to execute this agreement, this \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF KEY WEST, FLORIDA**

By \_\_\_\_\_  
BOGDAN VITAS, CITY MANAGER

ATTEST:

\_\_\_\_\_  
CHERYL, SMITH, CITY CLERK

CONCH REPUBLIC OFFSHORE POWERBOAT RACES ASSOCIATION

By \_\_\_\_\_

WITNESS:

\_\_\_\_\_