

CITY OF KEY WEST
APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) Lone Palm Foundation, Inc
Address of Applicant(s) 4359 Gila Ave., San Diego, CA 92117
Phone Number of Applicant(s) 336-549-8096 Fax: 305-294-9147 Email speele@margaritaville.com
Name of Non-Profit (s) Lone Palm Foundation
Address of Non-Profit(s) 4359 Gila Ave. San Diego, CA 92117
Phone Number of Non-Profit(s) 336-549-8096
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving 100%
Date/Dates of Event 11/6/15
Hours of Operation 8am - 6pm
Estimated/anticipated number of persons per day 3,000
Location of Event 400/500 Blocks of Duval
Street Closed Yes
Detailed description of event Music Festival

Noise exemption required: Yes No

Alcoholic beverages sold/served at event: Yes No

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

Stacy Peele for Andrew
Applicants Signature Talbert

7/8/15
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 7/8/15

Applicant Name Lone Palm Foundation, Inc.
Applicant Address 4359 Gila Ave. San Diego, CA 92117
Applicant Phone Number 336-549-8096
Event Name Parrot Heads in Paradise Street Festival
Event Address/Location 400/500 blocks of Duval St.
Date of Event 11/6/15
Nature of Event Parrot Heads Music Festival

Profit Non Profit

Time(s) Request for Exemption 8am - 1

Number of Exemptions at this location this calendar

Date of last exemption 10/31/14

City of Key West
*** CUSTOMER RECEIPT ***
Oper: KEYWSJS2 Type: OC Drawer: 1
Date: 7/09/15 45 Receipt no: 27003

Description	Quantity	Amount
SS SPECIAL EVENTS PAYMENTS	1.00	\$50.00

G/L account number:
00100003429300
00100001040000

PARROT HEADS NOISE 6/17/15

Tender detail		
CK CHECK	14102	\$50.00
Total tendered		\$50.00
Total payment		\$50.00

Trans date: 7/09/15 Time: 13:12:02

Revised for
Third Reading
11/19/02

ORDINANCE NO. 02-29

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 provision 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

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

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 (1-1/2%) per month.

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

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

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

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 person 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 percentage of the revenues of a special event that causes the closing of a city street must be donated to the nonprofit organization and, at the sponsor's option, to additional charities. On the application form issued by the city manager, the nonprofit must state the amount or percentage of revenues it anticipates to receive from the special event.~~ 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 twenty-five percent (25%) of the sponsor's gross revenues or \$1,000.00, 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.

Section 5. That section 6-58 of the Code of Ordinances is hereby amended as follows:

Sec. 6-58. Major festival.

(a) A major festival is a special event of regional impact. Major festivals are: ~~Faney~~Fantasy 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 or to provide a percentage of revenues to a charitable cause.~~

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

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

Sec. 6-61. Temporary bathroom facilities.

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

therefrom 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.

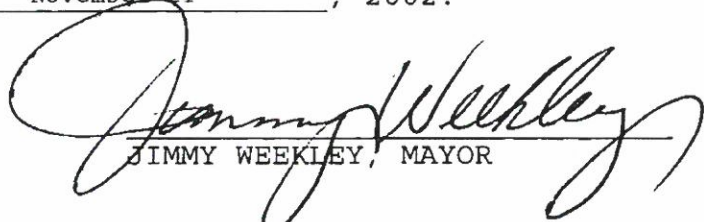
Read and passed on first reading at a regular meeting held this 16th day of October, 2002.

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.


JIMMY WEEKLEY, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041-1409
WWW.KEYWESTCITY.COM

MEMORANDUM

TO: Mayor & Members of the City Commission

FROM: Robert Tischenkel
City Attorney RT

DATE: October 17, 2002

RE: Special Events Ordinance
Second Reading

The following are the changes made to the Special Events Ordinance for second reading:

- Section 6-26. The requirement of certified check or credit card applies only to the down payment.
 - Section 6-27. The requirement of payment for parking meters has been removed altogether. In its place is a new section concerning food and beverage booths, and a prohibition against their placement in front of or near restaurants and bars.
 - Section 6-56. The contact person's telephone number is now required.
 - Section 6-57. Each nonprofit organization named by a sponsor in the application must provide a letter of assent to the City Manager.
 - The effective date of the ordinance is January 1, 2003.
- SP

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 JP
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 JP
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 JP
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 JP
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 JP

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

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 SP

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 SP

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 SP



WM of the Florida Keys
125 Toppine Industrial Rd.
Key West, FL, 33040-5400
(305) 296-8297

WM Agreement # S0006111944
Customer Acct #
Acct. Name MARGARITAVILLE PARROT HEAD
SIC 5813
Salesperson Margret Lara

Service Agreement Non-Hazardous Waste Service Summary

Billing Information

Name MARGARITAVILLE PARROT HEAD
Address 500 DUVAL ST
City State Zip KEY WEST, FL 33040
County/Parish MONROE
Contact STACY PEELE
Telephone # (305) 294-2461
Fax # (305) 294-9147
Email speele@margaritaville.com
Effective Date 11/6/2015
Last API Date

ON DEMAND (see details for amounts & charges)

Ref#	Quantity	Product/Equipment	Waste Type	Frequency
1-1	2	4 Yard FEL	MSW Commercial - Loose	On Call
1-2	2	4 Yard REL	MSW Commercial - Loose	On Call
1-3	10	64 Gallon REL Toter	MSW Commercial - Loose	On Call
1-4	10	64 Gallon REL Toter	MSW Commercial - Loose	On Call

Initial Services

Initial Delivery Service \$ 100.00
Initial Services \$ 100.00

This is not a bill

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

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

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

X *Stacy Peele*
Customer Signature
Margret Lara
Company Signature

X Stacy peelee
Printed Name
Margret Lara
Printed Name

4/30/15
Date
06/30/15
Date



Service Agreement Service Summary Continued

Service Location: 500 DUVAL ST, KEY WEST, FL 33040

Name	MARGARITAVILLE PARROT HEAD	Contact Name	ART SINGLEY	Email
County/Parish	MONROE	Telephone #	(407) 625-4785	Mobile #
Customer Comments	NEW ACCT/SW/SALES ID 198522/SPECIAL EVENT/RATE IS (2) XF4 @ \$39.48 EACH = \$78.96 + (2) 4DF @ \$54.84 EACH = \$109.60 + (10) 64X @ \$3.44 EACH = \$34.40 + (10) 64Z @ \$9.23 EACH = \$92.30 + \$100.00 DELIVERY FEE FLATDELIVER (2) 4 YARD FEL DUMPSTERS & (10) 64 GALLON TOTERS FOR GARBAGE ON 11-06-15///DELIVER BY 8AM//CALL ART @ 407-625-4785 FOR PLACEMENT INSTRUCTIONS//DNR 11-07-15			

Total Initial Charges For This Location	\$ 100.00	Total Recurring Charges For This Location	\$ 0.00
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COMMERCIAL SERVICES

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
1-1	2	4 Yard FEL	MSW Commercial - Loose	On Call	Misc	WM Owns: 2, Delivery: 2, Lids,	\$ 78.96

Initial Services

Initial Delivery Service \$ 100.00

As Needed Services

Removal Service (Per Container) \$ 0.00
Delivery Service (per Container) \$ 0.00

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
1-2	2	4 Yard FEL	MSW Commercial - Loose	On Call	Misc	WM Owns: 2, Delivery: 2, Lids,	\$ 109.60

Initial Services

Initial Delivery Service \$ 0.00

As Needed Services

Removal Service (Per Container) \$ 0.00
Delivery Service (per Container) \$ 0.00

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
1-3	10	64 Gallon REL Toter	MSW Commercial - Loose	On Call	Misc	WM Owns: 10, Delivery: 10, Lids, Wheels	\$ 34.40

Initial Services

Initial Delivery Service \$ 0.00

As Needed Services

Removal Service (Per Container) \$ 0.00
Delivery Service (per Container) \$ 0.00

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Base Rate
1-4	10	64 Gallon REL Toter	MSW Commercial - Loose	On Call	Misc	WM Owns: 10, Delivery: 10, Lids, Wheels	\$ 92.30

Initial Services
Initial Delivery Service

\$ 0.00

As Needed Services

Removal Service (Per Container)	\$ 0.00
Delivery Service (per Container)	\$ 0.00

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

THIS IS A LEGALLY BINDING AGREEMENT.

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste fires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to Section 24, below), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters, and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (f) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late fee charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation fee. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to

six (or, if the Effective Date is within six months of WM's last invoice date, the average of all monthly Charges); or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supercedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of the Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services.

a. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials. (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Customer by Company.

b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and

bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal. Company reserves the right at its sole discretion upon

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Term under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges multiplied by

notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.

c. Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any Charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, Charges may include separate fuel and environmental surcharges as set forth at www.recycleamerica.com.

d. Notwithstanding anything to the contrary set forth above, the Liquidated Damages calculation, set forth in Section 7 of this Agreement, shall not apply to any Customer breach of the

Agreement pertaining to services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than Liquidated Damages.

e. Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

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

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

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

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

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

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

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

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

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

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

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

20. **ADDITIONAL SHIPPING CHARGES.** (a) Customer shall remain responsible for all Charges of shipping the Container to Company, including, without limitation, increases imposed by the shipper after Customer has purchased a Prepaid Label. If the shipper identified on the Prepaid Label will not ship the Container, Company's sole obligation will be to refund to Customer the actual shipping charge received by Company. This obligation is conditioned upon receipt of written request for such refund

If Customer selects a monthly Charge, additional Charges will be applied should weights or frequency of shipments exceed the limitations of Customer's requested monthly service. (c) Customer agrees to allow Company to charge Customer's credit card for additional shipping Charges as indicated above, whether or not Customer selects monthly Services or a one-time purchase of a Container.

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

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

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

24. **DOCUMENT DESTRUCTION SERVICES.** This provision shall only apply to document destruction services. Documents being provided for destruction may contain information protected by federal, state, or local privacy and security laws or regulations and shall be destroyed in accordance with the terms and conditions of this Agreement and any Statement of Work or similar document which has been signed by authorized representatives of both parties. All Company employees and agents with access to such materials have been informed of their duty to safeguard the confidentiality of the materials during the destruction process. Neither Company, nor its employees or agents will use any confidential information contained in the materials. However, these confidentiality obligations shall not apply to (i) information already in the rightful possession of Company, its employees or agents prior to receipt of the materials; or (ii) information that is in the public domain by means other than an act or omission by Company, its employees or agents; or (iii) information that was obtained by Company, its employees or agents from a third party; (iv) information contained in other recyclables; or (v) information required to be disclosed to the extent needed to comply with any court or regulatory order. Upon request, Company shall provide Customer with a certificate confirming the destruction of

prior to six (6) months from the date Customer purchased or received the Container. (b) Customer remains responsible for all Charges relating to exceeding the weight limits applicable to the Container.

materials provided by Customer. Only the following fiber materials will be accepted for document destruction: coated ledger, colored ledger, continuous form roll, envelopes, file stock, paper with groundwood content and laser paper.

EXHIBIT A - Examples of Aerosol Services Non-Conforming Wastes

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



WM of the Florida Keys
125 Toppino Industrial Rd.
Key West, FL, 33040-5400
(305) 296-8297

**Service Agreement
Non-Hazardous Waste
Service Summary**

WM Agreement # S0006112281
Customer Acct #
Acct. Name MARGARITAVILLE PARROT HEAD (Y)
SIC 5813
Salesperson Margret Lara

Billing Information

Name MARGARITAVILLE Contact STACY PEELE Effective Date 11/6/2015
Address PARROT HEAD (Y) Telephone # (305) 294-2461 Last API Date
City State Zip KEY WEST, FL 33040 Fax # (305) 294-9147
County/Parish MONROE Email speele@margaritaville.com

ON DEMAND (see details for amounts & charges)

Ref#	Quantity	Product/Equipment	Waste Type	Frequency
1-1	5	32 Gallon REL Recycling Toter	Single Stream Recycling	On Call

Initial Services

Initial Delivery Service \$ 0.00
Initial Services \$ 0.00

This is not a bill

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

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

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

X *Stacy Peele*
Customer Signature
Margret Lara
Company Signature

X *Stacy Peele*
Printed Name
Margret Lara
Printed Name

6/30/15
Date
06/30/15
Date



WM Agreement # S0006112281

**Service Agreement
Service Summary Continued**

Service Location: 500 DUVAL ST, KEY WEST, FL 33040

Name	MARGARITAVILLE PARROT HEAD (Y)	Contact Name	ART SINGLEY	Email
County/Parish	MONROE	Telephone #	(407) 625-4785	Mobile #
Customer Comments	NEW ACCT/RECYCLE/SALES ID 198522/SPECIAL EVENT/RATE IS (5) YRT @ \$1.63 EACH = \$8.15 TOTAL NO DEL FEE//DELIVER (5) 32 GALLON TOTERS FOR RECYCLE ON 11-06-15//DELIVER BY 8AM//CALL ART @ 407-625-4785 FOR PLACEMENT INSTRUCTIONS//DNR 11-07-15	Fax #	(305) 294-9147	

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

	Quantity	Equipment	Waste Type	Frequency	Requested Pickup day	Attributes	Basic Rate
1-1	5	32 Gallon REL Recycling Toter	Single Stream Recycling	On Call	Misc	WM Owns: 5, Delivery: 5, Lids, Wheels	\$ 8.15

Initial Services

Initial Delivery Service \$ 0.00

As Needed Services

Removal Service (Per Container) \$ 0.00
 Delivery Service (per Container) \$ 0.00

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

THIS IS A LEGALLY BINDING AGREEMENT.

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to Section 24, below), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or renounces such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials as or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (f) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late fee charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation fee. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Term under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges multiplied by

six (6), if the Effective Date is within six months of WM's last invoice date, the average of all monthly Charges; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services.

a. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners, clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials. (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Customer by Company.

b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.

c. Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any Charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, Charges may include separate fuel and environmental surcharges as set forth at www.recycleamerica.com.

d. Notwithstanding anything to the contrary set forth above, the Liquidated Damages calculation, set forth in Section 7 of this Agreement, shall not apply to any Customer breach of the

Agreement pertaining to services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than Liquidated Damages.

e. Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or ceased to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.

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

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

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

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

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

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

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

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

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

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

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

20. **ADDITIONAL SHIPPING CHARGES.** (a) Customer shall remain responsible for all Charges of shipping the Container to Company, including, without limitation, increases imposed by the shipper after Customer has purchased a Prepaid Label. If the shipper identified on the Prepaid Label will not ship the Container, Company's sole obligation will be to refund to Customer the actual shipping charge received by Company. This obligation is conditioned upon receipt of written request for such refund prior to six (6) months from the date Customer purchased or received the Container. (b) Customer remains responsible for all Charges relating to exceeding the weight limits applicable to the Container.

If Customer selects a monthly Charge, additional Charges will be applied should weights or frequency of shipments exceed the limitations of Customer's requested monthly service. (c) Customer agrees to allow Company to charge Customer's credit card for additional shipping Charges as indicated above, whether or not Customer selects monthly Services or a one-time purchase of a Container.

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

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

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

24. **DOCUMENT DESTRUCTION SERVICES.** This provision shall only apply to document destruction services. Documents being provided for destruction may contain information protected by federal, state, or local privacy and security laws or regulations and shall be destroyed in accordance with the terms and conditions of this Agreement and any Statement of Work or similar document which has been signed by authorized representatives of both parties. All Company employees and agents with access to such materials have been informed of their duty to safeguard the confidentiality of the materials during the destruction process. Neither Company, nor its employees or agents will use any confidential information contained in the materials. However, these confidentiality obligations shall not apply to (i) information already in the rightful possession of Company, its employees or agents prior to receipt of the materials; or (ii) information that is in the public domain by means other than an act or omission by Company, its employees or agents; or (iii) information that was obtained by Company, its employees or agents from a third party; (iv) information contained in other recyclables; or (v) information required to be disclosed to the extent needed to comply with any court or regulatory order. Upon request, Company shall provide Customer with a certificate confirming the destruction of materials provided by Customer. Only the following fiber materials will be accepted for document destruction: coated ledger, colored ledger, continuous form roll, envelopes, file stock, paper with groundwood content and laser paper.

EXHIBIT A - Examples of Aerosol Services Non-Conforming Wastes

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

Complete Checklist for Event Recycling

City of Key West

- Identify contact person at the festival responsible for working with recycling.
Name of person: Stacy peele Phone number: 305-294-2461 or cell - 305-395-2593
- 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: 10
- 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: Stacy peele
- Capacity of containers on grounds: Not larger than 100 gallons
Contact person for containers: Art Singley Phone #: 305-292-1435
- 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: Stacy peele
- 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: Stacy peele
- 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: active monitor on duty

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

Problems: _____

Actions taken: active monitor on duty

- 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.

JP

- Security deposit returned: _____

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



THE CITY OF KEY WEST

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

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.

Stacy Peelle 7/8/15

IMCMV Holdings

7380 Sand Lake Road
Suite 300
Orlando, FL 32819

Bank of America

014103

Pay One Thousand Dollars And 00 Cents

DATE
Jun 17, 2015

AMOUNT
\$1,000.00

to the Order of: CITY OF KEY WEST
LICENSING OFFICE
PO BOX 1409
KEY WEST, FL 33041



[Handwritten Signature]

~~0014103~~ ~~0014103~~ ~~0014103~~

City of Key West
*** CUSTOMER RECEIPT ***
Oper: KEYWSJS2 Type: OC Drawer: 1
Date: 7/09/15 45 Receipt no: 27882

Description	Quantity	Amount
ZZ UNUSUAL PAYMENT	1.00	\$1000.00

G/L account number:
00100002200100

PARROTHEADS RECYCLING 6/17/15

Tender detail		
CK CHECK	14103	\$1000.00
Total tendered		\$1000.00
Total payment		\$1000.00

Trans date: 7/09/15 Time: 13:10:40


Recycling Plan for Parrot Heads in Paradise Street Festival

Friday, November 6, 2015 from 8am-6pm

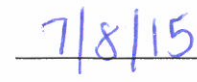
Stacy Peele, the Sales Manager at Margaritaville will be the Recycling Coordinator.

Her duties include:

- Place recycling and trash containers side by side (twinning) in convenient locations
- Make sure that food and beverage booths have an adequate number of containers
- Replace full trash/recyclable containers with an empty one as needed and monitor overflow
- Will be the main contact and work directly with Waste Management in regards to placement
- Will ensure that there are stage volunteers monitoring recyclables
- Report volume of recyclables and trash to the City Manager at the conclusion of the event



Signature of Coordinator



Date



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION
Lone Palm Foundation, Inc.
Parrot Heads in Paradise
Music Festival
November 6, 2015

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

Maria Ratuska
Signature of Witness

Maria Ratuska
Print Name

7-8-15
Date

Sara Kessler
Signature of Applicant

Sara Kessler
Print Name

7/8/15
Date



CERTIFICATE OF LIABILITY INSURANCE

IMCMV-1

OP ID: IV

DATE(MM/DD/YYYY)

06/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies IDS Center 80 South 8th Street, Suite 700 Minneapolis, MN 55402 Doug D. Livingston	CONTACT NAME: Doug D. Livingston	
	PHONE (A/C, No, Ext): 612-333-3323 FAX (A/C, No): 612-373-7270	
INSURED IMCMV Holdings Inc. (see notes for add'l Named Insureds) Steve Feldman 6800 Lakewood Plaza Drive Orlando, FL 32819	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Zurich Insurance Co	40142
	INSURER B : American Guarantee & Liability	26247
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X 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 checked="" type="checkbox"/> LOC		GLA 0113561-00	04/01/2015	04/01/2016	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/POP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	X AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$100 <input checked="" type="checkbox"/> Coll \$500 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		GLA 0113561-00	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		AUC011388500	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A <input checked="" type="checkbox"/>		WC 0113562-00	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability		GLA 0113561-00	04/01/2015	04/01/2016	Occ 1,000,000 Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

NAMED INSURED INCLUDES: IMCMV Key West Cafe' LLC
 500 Duvall Street Key West, FL 33040
 RE: Street Festival November 6, , 2015

CERTIFICATE HOLDER

CANCELLATION

CIT52FL

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD

INSURED'S NAME **IMCMV Holdings Inc.**

IMCMV-1
OP ID: IV

PAGE 2
Date **06/26/2015**

IMCMV Holdings, Inc.
IMCMV Myrtle Beach, LLC
IMCMV Panama City Beach, LLC
IMCMV Mohegan Sun, LLC
IMCMV Nashville, LLC
IMCMV MB Landshark, LLC
IMCMV Las Vegas, LLC
IMCMV Cincinnati, LLC
IMCMV Atlantic City, LLC
IMCMV Key West Cafe, LLC
IMCMV Key West Store, LLC
IMCMV Destin, LLC
IMCMV Pigeon Forge, LLC
IMCMV Orlando, LLC
IMCMV Syracuse, LLC
IMCMV Management, LLC
IMCMV San Antonio, LLC
IMCMV West Palm Beach, LLC
IMCMV MIA Airport, LLC

2014 Charities

Sorry for the delay in getting you are charity information. I only received a few letters but will provide you with the list of charities we did give to:

Florida Keys SPCA - \$5,000.00
Sister Season Fund - \$5,000.00
Key West Police Activity League - \$5,000.00
KOA Care Camps - \$5,000.00
Finger Taylor Fund - \$5,000.00

Marc House
\$2925

Then we had some smaller amounts given out on behalf of our chapters:

Florida Keys SPCA - \$1,100.00
Pregnancy Aid - \$300.00
Franciscan Community Meals on Wheels - \$250.00
Central Oklahoma Humane Socieyt - \$100.00

Hope this helps!

Char.



MONROE ASSOCIATION FOR REMARCABLE CITIZENS

Diana Flenard
Executive Director

Mary Vanden Brook
President
Board of Directors

P. O. Box 428
Key West, Florida 33041-0428
305-294-9526 phone
305-292-0078 fax

June 18, 2015

Margaritaville
500 Duval Street
Key West, FL 33040

Dear Sirs,

Thank you for this most generous gift to the MARC family. We consider ourselves a family in every sense of the word. We are delighted that you selected MARC to receive this generous donation. Your continued support is such a blessing and will be used within our various programs.

Personal relationships and acceptance are two of the most important factors in allowing MARC to serve the developmentally disabled. Please know our appreciation for your being a part of that circumstance.

Most sincerely,

Diana Flenard
Executive Director

Donation: \$2,925. 00
Meeting of the Minds
6/09/15



Partially funded by



"A copy of the official registration and financial information may be obtained from the division of Consumer Services by calling Toll-Free (800-435-7352) within the state. Registration does not imply endorsement, approval, or recommendation by the state" CH844
MARC is a tax-exempt, non-profit agency designated as a 501 (c) (3) by the IRS
IRS Tax ID # 59-1031546



P.O.Box 4535

Key West, Fl. 33040

Dear Charlene,

On behalf of all of the Sister Season Fund Board Members, we want to express our gratitude for the enormous donation The Meeting of the Minds awarded us. It is organizations like yours, ours and so many others that make our world a better place.

We will continue our mission of "Locals helping Locals" and want you to know you are helping so many people here in Key West. We look forward to a great year ahead and seeing you all next year.

Sincerely,

Julie Hanson



FLORIDA KEYS SPCA

5230 College Road, Key West, FL 33040
(305) 294-4857
facebook.com/fkspca
info@fkspca.org
fkspca.org

November 6, 2014

Charlene L. Schultheis
Director of Finance
Parrot Heads in Paradise, Inc.
6011 Blunden Road
Dublin, OH 43016


Dear Charlene,

On behalf of the animals in our care and all of us at the Florida Keys SPCA, please convey our thanks to the Parrot Heads for their wonderful gift of \$5,000. We were so proud to have been selected once again. Your trust and generosity are truly appreciated and I am always in awe of the phenomenal generosity of your wonderful group.

As you know, we are an independent, stand-alone organization with no affiliation to, or funding from the ASPCA or any other national humane organization. Nor do we receive federal or state funding. This means that your gifts make a real, direct difference to the lives of the animals during their stay with us and allow us to maintain the high standards of care they deserve. Additionally, your kindness allows us to continue and improve our community programmes such as the Faith programme for the pets of domestic abuse victims, our seniors programme and schools outreach.

By the time you are in town for the next Meeting of the Minds, we will hopefully have made great progress with our plans for the new shelter and I do hope you will be able to spare a few minutes to visit us. Or perhaps when you come to town for your planning session? Please know that you and your fellow Parrot Heads have a special place in our hearts and you will always find a welcome at the shelter. I hope it was an enjoyable week for you all.

Very best wishes,


Jane Dawkins
President

Protecting Pets in Paradise

The Florida Keys SPCA, Inc. is a non-profit 501(c)(3) corporation. Tax ID#65-0891564. A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll-free 1-800-435-7352 within the state. Registration does not imply endorsement, approval or recommendation by the state.

Protecting Pets in Paradise

Thank you for your special gift in the amount of

\$ 1,100⁰⁰

Your generosity and support for the animals in our care is sincerely appreciated.

Thank you for all you do in support of our mission. You all have made a difference in the lives of the animals we serve. Jammy + the animals
The Florida Keys SPCA is dedicated to promoting the humane treatment of all animals through compassionate care, adoption, education, population control and humane law enforcement.

The FKSPCA is a 501(c)(3) corporation. Tax ID # 65-0891564



FLORIDA KEYS SPCA

5230 College Road, Key West, FL 33040 • 305.294.4857 • fkspca.org • info@fkspca.org • facebook.com/fkspca

Protecting Pets in Paradise

Thank you for your special gift in the amount of

\$ 5000⁰⁰

Your generosity and support for the animals in our care is sincerely appreciated.

You all have made a difference in the lives of the animals we serve. Thank you! - Jammy + the animals

The Florida Keys SPCA is dedicated to promoting the humane treatment of all animals through compassionate care, adoption, education, population control and humane law enforcement.

The FKSPCA is a 501(c)(3) corporation. Tax ID # 65-0891564



FLORIDA KEYS SPCA

5230 College Road, Key West, FL 33040 • 305.294.4857 • fkspca.org • info@fkspca.org • facebook.com/fkspca

Dear President Christopher Guest Sr.,
Thank you ever so much Parrot Heads
on Paradise Inc. Your generous check
of \$200.00 to Auburn Pregnancy Aid
is so appreciated. The hundreds of
mothers and children in need will receive
food, formula, diapers and clothing because
of you. I appreciate your concern and
kindness.

Sincerely,
Rosie Johanna

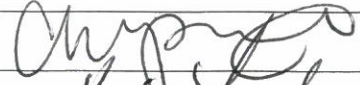
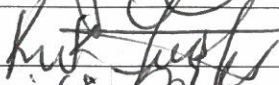

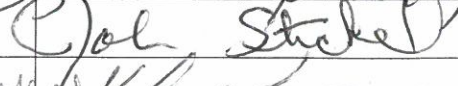
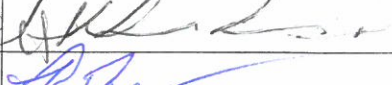

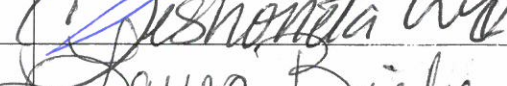
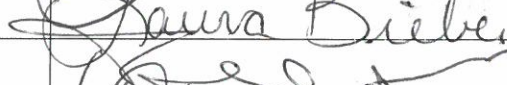




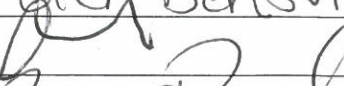
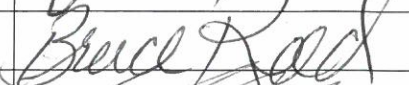
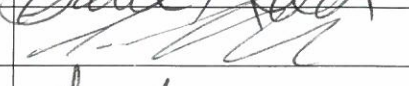
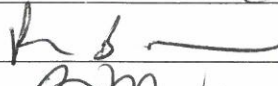


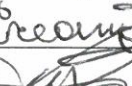

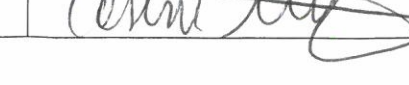

500
Block

Parrotheads in Paradise Street Festival

It's that time of year again! The annual Parrotheads in Paradise Street Festival is Friday, November 6, 2015. The Paradise Charitable Foundation is asking for your support in our effort to have the 400/500 block of Duval Street closed from 8:00 am to 6:00 pm on Friday, November 6, 2015. We appreciate it and hope to see you there.

Business

Signature

1. Banana Republic	
2. Crazy Shirts	
3. Kilwins	
4. Bench Wre	
5. Krisztina Molnar	
6. JACK FLATS	
7. Deshoneta Ward	
8. Coach	
9. Peter Lik	
10. Willie T's Willie T's	
11. Walgreens	
12. Stitches	
13. Forever Young	
14. " " 531	
15. James Coleman Gallery	
16. Levan Gela	
17. Ramon S martinez GAP	
18. Bliss	
19. Rachel	
20. Olesea	
21. Island Style	
22. CVS	

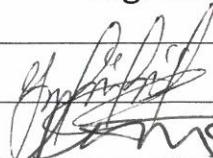

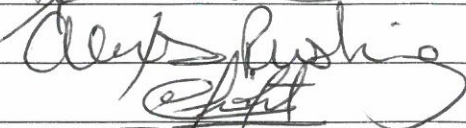




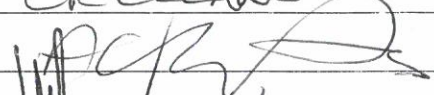


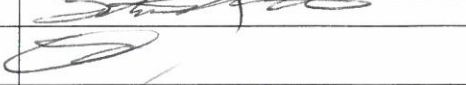


400
Block

Parrotheads in Paradise Street Festival

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Business

Signature

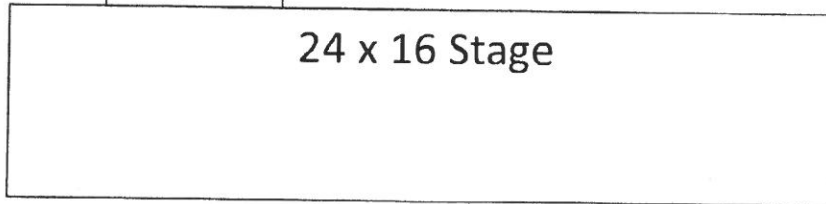
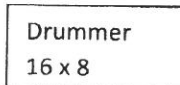
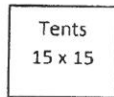
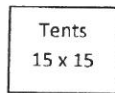
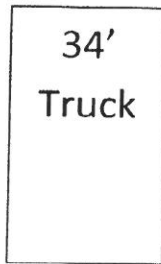
Business	Signature
1. Juic-e	
2. La Concha	
3. Sandal factory	
4. Artisans	
5. EBT	
6. Chicos	
7. FRESH PRODUCE	
8. KINS	
9. THE PLACE STORE	
10. Matthesseens	
11. Surf Shop/Venice World	
12. Forever Flawless	
13. Express	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
21.	
22.	

Eaton Street

400 BLOCK

Barricade Line

**FIRE
LANE**



La
Concha

Barricade Line

Fleming Street

400 BLOCK DIAGRAM IS ON SECOND PAGE

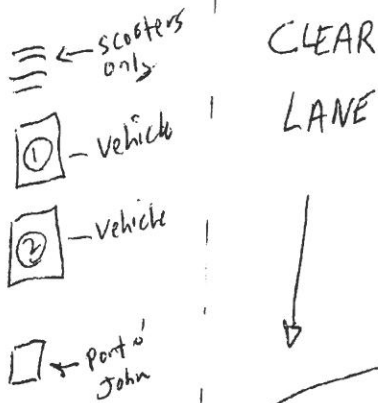
FLEMING St.



SOUTHARD

DRAWING IS
ABSOLUTELY NOT TO SCALE!

Barricade Line

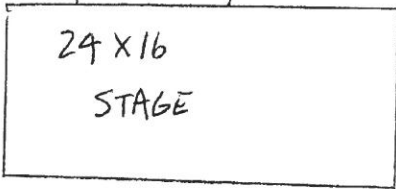


These 2 Tents
will be in the
clear lane
ONLY



These 15x15 TENTS
cannot exceed the
length of the 34'
Box Truck
They will be assembled
together and this is
the setup we have
had in the past

La Concha Hotel



Barricade Line

Barricade Line

FLEMING STREET



Barricade Line



LANE
OPEN

Roof is 30' x 20'
over our stage

Kress



**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 # 1
- Vendor Booths – Total # 6
- Total Number of Booths - 7

Parade

- Floats – Total # _____



THE CITY OF KEY WEST

Parking Division

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

Parking Requests for Special Events

Please describe any Special Event Parking requests below:

A dumpster will be placed on Fleming
street in metered spots

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

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

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

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

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

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

Event Name: Panrot Heads in Paradise Street Festival

Special Event Checklist

Everything must be checked off before submitting the special event application

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

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

EVENTS (INITIAL SIGNOFF):

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

PUBLIC WORKS

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:

SIGNATURE DATE

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

Parrot Heads Music Festival Nov 6, 2015

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

EVENTS (INITIAL SIGNOFF):

Maria Ratuiff 7/8/15
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

KWDOT/PORT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

CODE COMPLIANCE

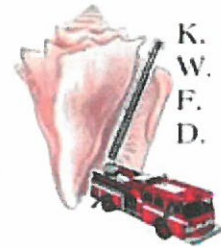
Jim Yang 9 Jul 15
SIGNATURE DATE

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: Lone Palm Foundation, Inc. (Stacy Peele – [speele@margaritaville.com](mailto:speeel@margaritaville.com))

From: Division Chief/Fire Marshal Danny Blanco

Date: 07-09- 2015

Reference: 400/500 Block of Duval St Music Festival

This office reviewed the special event application for the Lone Palm Foundation Music Festival to be held November 6, 2015 from 8:00 a.m. to 6:00 p.m. on the 400 & 500 blocks of Duval Street.

The following conditions apply:

- Any cooking that takes place on city property needs to have a Life Safety Inspection.
- Attached are the vendor regulations for special events.
- The 500 Block of Duval Street closure, one lane needs to stay open in order to allow emergency vehicle access. (All booths and vendors must be positioned on the same side of the street.)
- The 400 block of Duval Street closure to the rear of the stage needs to stay open in order to allow emergency vehicle access.
- **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
dblanc@keywestcity.com

Serving the Southernmost City

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

3266 LSSM W3X

Parrotheads

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):		CONDITIONS/RESTRUCTIONS
_____ SIGNATURE	_____ DATE	_____ _____ _____
PUBLIC WORKS		_____ _____ _____
_____ SIGNATURE	_____ DATE	_____ _____ _____
POLICE		_____ _____ _____
_____ SIGNATURE	_____ DATE	_____ _____ _____
FIRE DEPARTMENT		<u>SEE ATTACHED MEMO</u>
<u>Danny Blanco</u>	<u>7/09/2015</u>	_____ _____ _____
_____ SIGNATURE	_____ DATE	_____ _____ _____
PORT/KEY WEST DOT		_____ _____ _____
_____ SIGNATURE	_____ DATE	_____ _____ _____
CODE COMPLIANCE		_____ _____ _____
_____ SIGNATURE	_____ DATE	_____ _____ _____
KEY WEST PROPERTY MANAGEMENT		_____ _____ _____
_____ SIGNATURE	_____ DATE	_____ _____ _____
PARKING DEPARTMENT		_____ _____ _____
_____ SIGNATURE	_____ DATE	_____ _____ _____

Parrot Heads Music Festival Nov 6, 2015

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

EVENTS (INITIAL SIGNOFF):

Maria Ratuiff 7/8/15
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

[Signature] 7/8/15
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

Requires Extra Duty Officers
Requires HBI Personnel

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)

Parrot Heads Music Festival Nov 6, 2015

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

EVENTS (INITIAL SIGNOFF):

Maria Ratuji 7/8/15
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

KWDOT/PORT

CONDITIONS/RESTRICTIONS:

Rogelio Hernandez / R.D. 7-9-15
SIGNATURE DATE

No effect.

CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

Parrot Heads Music Festival Nov 6, 2015

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

EVENTS (INITIAL SIGNOFF):

Maria Ratuiff 7/8/15
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

✓ *Ok per Richard*
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

same as in previous years

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)