

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

Name of Applicant(s) Paradise Charitable Foundation

Address of Applicant(s) 505 Red School Lane, Phillipsburg, NJ 08865

Phone Number of Applicant(s) 908-859-4872 Fax: \_\_\_\_\_ Email \_\_\_\_\_

Name of Non-Profit (s) Paradise Charitable Foundation

Address of Non-Profit(s) 505 Red School Lane, Phillipsburg, NJ 08865

Phone Number of Non-Profit(s) 908-859-4872

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

Date/Dates of Event 11/4/2011

Hours of Operation 8 am - 6 pm

Estimated/anticipated number of persons per day 3,000

Location of Event 500 Block 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.

Haley Bellack for Alex Leist

7/6/11

Applicants Signature

Date

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

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

**\$50.00**

Date 7/4/11

Applicant Name Paradise Charitable Foundation

Applicant Address 505 Red School Lane, Phillipsburg, NJ 08865

Applicant Phone Number 908-859-4872

Event Name Parrot Heads in Paradise Street Festival

Event Address/Location 500 Duval Street

Date of Event 11/4/11

Nature of Event MUSIC FESTIVAL

Profit  Non Profit

Time(s) Request for Exemption 8 am - 6 pm

Number of Exemptions at this location this calendar year 0

Date of last exemption 11/5/2010

*Paul ✓ # 001878*

# 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 SP
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 SP
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 SP
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 SP
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 SP

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.

ORDINANCE NO. 02-09

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

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

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

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

**Sec. 6-26. Payment for city services.**

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

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

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

(d) The first ~~\$500.00~~ \$1,000.00 of costs as specified in subsection (a) of this section may be waived for any organizer or sponsor which has qualified as a tax-exempt nonprofit organization according to state 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.

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

Section 2.

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

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

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

Section 3.

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

**Sec. 6-56. Application.**

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

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

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

Section 4.

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

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

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

Section 7.

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

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

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

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

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

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

Authenticated by the presiding officer and Clerk of the Commission on 21<sup>st</sup> day of November,

2002.

Filed with the Clerk November 21, 2002.

Sponsor's Signature SP





## THE CITY OF KEY WEST

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

# PUBLIC NOTICE

THIS IS TO NOTIFY YOU THAT PARADISE CHARITABLE FOUNDATION (PARROTHEADS) HAS APPLIED TO THE KEY WEST CITY COMMISSION FOR A SPECIAL EVENT PERMIT UNDER SECTION 6-86 OF THE CITY'S NOISE CONTROL ORDINANCE. THE APPLICATION IS FOR AN EVENT TO TAKE PLACE ON FRIDAY, NOVEMBER 4, 2011 FROM 8:00 A.M. TO 6:00 P.M. ON THE 500 BLOCK OF DUVAL STREET WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON AUGUST 2, 2011, AT 6:00 P.M., OLD CITY HALL, 510 GREENE STREET.

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

# Complete Checklist for Event Recycling

## City of Key West

- Identify contact person at the festival responsible for working with recycling.  
Name of person: Stacy Pollack Phone number: 305-294-2461 x.15
- 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 Pollack
- Capacity of containers on grounds: Not larger than 100 gal.  
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 Pollack
- 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 Pollack
- 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.

- Security deposit returned: \_\_\_\_\_

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



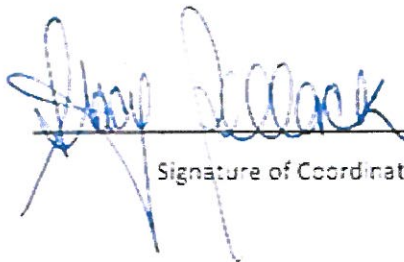
Recycling Plan for Parrot Heads in Paradise Street Festival

Friday, November 4, 2011 from 8am-6pm

Stacy Pollack, 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

9.12.11  
Date





WM of the Florida Keys  
125 Toppino Industrial Rd.  
Key West, FL 33040-5400  
Tel - No.

**Commercial  
SERVICE AGREEMENT  
NON-HAZARDOUS WASTES**

SIC: 5812  
TYPE OF BUSINESS :Eating places

WM AGREEMENT # S0001113386  
CUSTOMER ACCT # 990-16658  
ACCT. NAME MARGARITAVILLE PARROT HEAD FESTIVAL (Y)  
SERV. ADDR 500 DUVAL ST  
CITY, ST ZIP KEY WEST, FL 33040-6553  
COUNTY/Parish MONROE  
TEL # 3052942461 FAX # 3052949147  
CONTACT STACY POLLACK  
E-MAIL

REASON CODE NBT  
EFFECTIVE DATE 11/4/2011 LAST API DATE  
BILL. NAME MARGARITAVILLE  
BILL. ADDR 500 DUVAL ST  
CITY, ST ZIP KEY WEST, FL 33040-6553  
COUNTY/Parish MONROE  
TEL # 3052942461 FAX # 3052949147  
CONTACT STACY POLLACK  
E-MAIL

**EQUIPMENT/SERVICE SPECIFICATIONS --**

Equip	WST TYP	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*			
									M	T	W	Th	F	S	S				
Hauling for Recycle Material	Single Stream Recycling	5	NOT APPLICABLE	Y	Y	N	-	On Call	N	N	N	N	N	N	N	38.80	-		
PG1 A29/DELIVER (5) 95 GALLON TOTERS FOR RECYCLING ON 11-04-11/DELIVER IN AM/CALL STACY @ 395-2593 FOR PLACEMENT INSTRUCTIONS/DNR 11-07-11															TOTAL \$38.80/mth.				
Equip	WST TYP	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*			
Hauling for Recycle Material	-	5	NOT APPLICABLE	-	-	-	1x	Per Week	-	-	-	-	-	-	-	38.40	-		
To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be inapplicable and not affect the validity of this Agreement:															TOTAL \$ 38.40/mth.				
Container pull/push out required?				NO				* A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/ Environmental Charge 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.							Net Change \$ 0.40 /mth.				
Container behind gate or enclosure?				NO				If applicable to your account the Recycle Material Offset fee (RMR) may vary from month to month based on the recyclable material commodity market conditions. The charge printed on this agreement represents the current fee and market conditions.											
Customer's Waste Materials does not exceed an average weight of																			
Other Applicable Service Terms (including Waste Material Composition)				Special Instructions: RESUME ACCT #990-16658/LIMIT \$300/M1/RECYCLE/SALES ID 111/RATE IS (5) YRT \$38.80															

CUSTOMER DEPOSIT	\$
P.O. NUMBER	
JOB NUMBER	
RECEIPT REQUIRED?	NO
TAXABLE	NO
BILL TO ACT #	
DISPOSAL SITE	QM1
THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT ON THE SECOND PAGE AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.	
-TERMS: DUE UPON RECEIPT-	
CUSTOMER	
AUTHORIZED SIGNATURE	<i>Stacy Pollack</i>
TITLE	Manager
NAME (PRINT OR TYPE)	Stacy Pollack
DATE	7/6/11
COMPANY	Margaritaville
AUTHORIZED SIGNATURE	<i>Marguerite</i>

SCHEDULE OF CHARGES AS REQUIRED*	
Container Usage Fee	\$
Locks	\$
Overage Charge	\$
Extra Pickup Charges per Lift	\$
Extra Pickup Charges per Yard	\$
Delivery Charge	\$0.00
Container Exchange Charge	\$
Trip Charge (Unable to Service)	\$
Removal Fee	\$
Customer Service Assist Payment Charge	\$10.00
Setup/Admin Fee	\$3.00
Franchise Fee	\$

**COMMERCIAL SOLID WASTE COLLECTION SERVICE AGREEMENT  
TERMS AND CONDITIONS  
BETWEEN CUSTOMER AND WASTE MANAGEMENT INC. OF FLORIDA ("COMPANY")**

**1. SERVICES RENDERED; 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 putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials excludes and Customer agrees not to deposit or permit the deposit for collection of Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris. Waste Materials also excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

**2. TERM.** The Company has an exclusive Franchise Agreement with the Town in which Customer is located and for the term of the franchise agreement, this Service Agreement shall be applicable.

**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 10(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 for the remaining Term.

**3. CHARGES; PAYMENTS; ADJUSTMENTS.** Customer shall pay for the services and/or equipment furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to Customer as permitted by the Franchise Agreement.

**4. CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

**5. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location except for normal wear and tear and damage caused by Company's actions or negligence. Customer shall not overload, move or alter the equipment and shall use the equipment 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 unobstructed access to the equipment on the scheduled collection day. 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. Company shall not be responsible for damage to Customer's driving surfaces and curbing caused solely by the weight of Company's vehicles and equipment. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

**6. INDEMNITY.** The Company agrees to indemnify, defend and save Customer 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, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company 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, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement 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 of this Agreement.

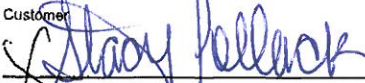
**7. MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and 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, 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; and (e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. 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. In the event either party successfully enforces its rights against the other hereunder, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

**8. REGULATION BY COLLIER COUNTY.** This contract for collection of Commercial Solid Waste (Waste Materials) is regulated by Collier County. For questions regarding the terms and conditions of this contract, you may call the County at (239) 403-2350.

**9. COMMERCIAL COLLECTION CONTAINERS.** You may provide your own Commercial Container (e.g., a roll-off container or compactor) for the Waste Materials that you generate on your property; provided that your Commercial Container is one that can be serviced by Company's collection equipment. In the alternative, you may obtain a Commercial Container from the Company. In either case, the Commercial Container must be maintained in a safe, sanitary, serviceable condition by the owner of the Commercial Container.

**10. SUPPLEMENTAL SERVICES.** The Company may provide supplemental services to you, but may only charge the Rates approved by the Collier County. The cost of the supplemental services must be separately identified in the list of "Rates for Services".

**11. RATES FOR SERVICES.** The County has approved standard rates for the collection of Commercial Solid Waste and for supplemental services. Under this contract, you will pay the following fees for the Company's services. You may call the County if you have any questions about the Company's rates.

Customer  
  
 (Authorized Signature)  
 Manager  
 7/6/11  
 (Title) (Date)

Contractor  
  
 (Authorized Signature)  
 10980  
 05/11/11  
 (Territory Number) (Date)

SALESPERSON

Margret Lara

DATE

05/11/11





WM of the Florida Keys  
125 Toppino Industrial Rd.  
Key West, FL 33040-5400  
Tel - No.

**Commercial  
SERVICE AGREEMENT**

**NON-HAZARDOUS WASTES**

SIC: 5812  
TYPE OF BUSINESS :Eating places

WM AGREEMENT # S0001113270  
CUSTOMER ACCT # 990-15511  
ACCT. NAME MARGARITAVILLE PARROT HEAD FESTIVAL  
SERV. ADDR 500 DUVAL ST  
CITY, ST ZIP KEY WEST, FL 33040-6553  
COUNTY/Parish MONROE  
TEL # 3052942461 FAX # 3052949147  
CONTACT STACY POLLACK  
E-MAIL

REASON CODE NBT  
EFFECTIVE DATE 11/4/2011 LAST API DATE  
BILL. NAME MARGARITAVILLE  
BILL. ADDR 500 DUVAL ST  
CITY, ST ZIP KEY WEST, FL 33040-6553  
COUNTY/Parish MONROE  
TEL # 3052942461 FAX # 3052949147  
CONTACT STACY POLLACK  
E-MAIL

**EQUIPMENT/SERVICE SPECIFICATIONS -**

NEW	Equip	WST TYP	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*	
										M	T	W	Th	F	S	S		
	Hauling for MSW Commercial	MSW Commercial Loose	2	NOT APPLICABLE	Y	N	N	-	On Call	N	N	N	N	N	N	N	76.08	-
	Disposal for MSW Commercial	MSW Commercial Loose	2	NOT APPLICABLE	Y	N	N	-	On Call	N	N	N	N	N	N	N	108.24	-
	Hauling for MSW Commercial	MSW Commercial Loose	10	NOT APPLICABLE	Y	Y	N	-	On Call	N	N	N	N	N	N	N	84.70	-
	Disposal for MSW Commercial	MSW Commercial Loose	10	NOT APPLICABLE	Y	Y	N	-	On Call	N	N	N	N	N	N	N	135.30	-

**TOTAL \$404.32/mth.**

PG1 A29/DELIVER (2) 4 YARD DUMPSTERS AND (10) 95 GALLON TOTERS FOR GARBAGE ON 11-04-11/DELIVER IN AM/CALL STACY @ 395-2593 FOR PLACEMENT INSTRUCTIONS/DNR 11-07-11

O.D.	Equip	WST TYP	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*	
										M	T	W	Th	F	S	S		
	Hauling for MSW Commercial	-	2	NOT APPLICABLE	-	-	-	1x	Per Week	-	-	-	-	-	-	-	67.76	-
	Disposal for MSW Commercial	-	10	NOT APPLICABLE	-	-	-	1x	Per Week	-	-	-	-	-	-	-	135.30	-
	Hauling for MSW Commercial	-	10	NOT APPLICABLE	-	-	-	1x	Per Week	-	-	-	-	-	-	-	84.70	-
	Disposal for MSW Commercial	-	2	NOT APPLICABLE	-	-	-	1x	Per Week	-	-	-	-	-	-	-	108.24	-

**TOTAL \$ 396.00/mth.**

To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be Inapplicable and not affect the validity of this Agreement:

\* A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/ Environmental Charge can be found on our website at [www.wm.com](http://www.wm.com) under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

**Net Change \$ 8.32 /mth.**

Container pull/push out required? NO

Container behind gate or enclosure? NO

Customer's Waste Materials does not exceed an average weight of

If applicable to your account the Recycle Material Offset fee (RMR) may vary from month to month based on the recyclable material commodity market conditions. The charge printed on this agreement represents the current fee and market conditions.

Other Applicable Service Terms (Including Waste Material Composition)

Special Instructions: RESUME ACCT #990-15511/LIMIT \$1000/M1/SW/SALES ID 111/RATE IS (2) XF4 \$76.08 + (2) 4DF \$108.24 + (10) 95X \$84.70 + (10) 95Z \$135.30 = \$404.32

CUSTOMER DEPOSIT	\$
------------------	----

SCHEDULE OF CHARGES AS REQUIRED
---------------------------------

P.O. NUMBER		
JOB NUMBER		
RECEIPT REQUIRED?	NO	BILL TO ACT #
TAXABLE	NO	DISPOSAL SITE QM1

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT ON THE SECOND PAGE AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.  
 --TERMS: DUE UPON RECEIPT--

CUSTOMER	
AUTHORIZED SIGNATURE	X Stacy Pollock
TITLE	Manager DATE 7/6/11
NAME (PRINT OR TYPE)	Stacy Pollock
COMPANY	Margaretville
AUTHORIZED SIGNATURE	Margaret Lara
SALESPERSON	Margret Lara DATE 05/11/11

Container Usage Fee	\$
Locks	\$
Overage Charge	\$
Extra Pickup Charges per Lift	\$
Extra Pickup Charges per Yard	\$
Delivery Charge	\$75.00
Container Exchange Charge	\$
Trip Charge (Unable to Service)	\$
Removal Fee	\$
Customer Service Assist Payment Charge	\$10.00
Setup/Admin Fee	\$3.00
Franchise Fee	\$



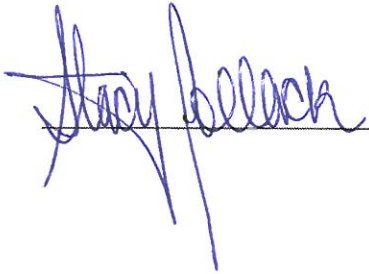


## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 869-3888

---

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.

  
\_\_\_\_\_

## Parrotheads in Paradise Street Festival

It's that time of year again! The annual Parrotheads in Paradise Street Festival is Friday, Nov. 4<sup>th</sup> 2011. The Paradise Charitable Foundation is asking for your support in our effort to have the 500 block of Duval Street closed from 8:00 am to 6:00 pm on Friday, Nov. 4 2011. We appreciate it and hope to see you there.

Business

Signature

<u>Business</u>	<u>Signature</u>
1. Fast Buckle	Quinn J. Larson
2. BANANA Republic	L Ma
3. Crazy Shirts	OK
4. ONLY KITTRICK ↔ Kids in All Sizes	
5. JACK FLATS	
6. <del>Shanna</del> Toko Indo	Shanna Colledge
7. <del>Ann J School</del> COACH	Ann J Schizas
8. WILKETS	Carol Wilson
9. SARAH Wooding Walgreens	
10. STITCHES & Forever young	R. B.
11. JAMES CECIL GALLERY	Bob
12. L10	
13. Rock STAR	
14. Viet Merai	
15. <del>MEINE</del> WEST	John Larson
16. My Yogurt Cafe	Michele Van Dyke
17.	
18.	
19.	
20.	
21.	
22.	



Portia Navarro <[pnavarro@keywestcity.com](mailto:pnavarro@keywestcity.com)>

---

## Financials for Parrotheads in Paradise Street Festival

1 message

---

Stacy Pollack <[spollack@margaritaville.com](mailto:spollack@margaritaville.com)>

Thu, Jul 7, 2011 at 4:24 PM

To: "pnavarro@keywestcity.com" <[pnavarro@keywestcity.com](mailto:pnavarro@keywestcity.com)>

Please see below the financials from the MOTM Street Festival in 2009:

\$11,000: Cancer Foundation of the Florida Keys  
\$22,000: Zonta raised during festival from Parrotheads  
\$5,000: SPCA  
111 pints of blood donated

RECEIVED

JUL 08 2011

CITY MANAGER

Does this work? There might even be more but we are waiting to hear back from other charities. Thank you!

Stacy Pollack  
Sales Manager  
Jimmy Buffett's Margaritaville  
500 Duval Street  
Key West, FL 33040  
[\(305\) 294-2461](tel:(305)294-2461) - phone  
[\(305\) 294-9147](tel:(305)294-9147) - fax  
[spollack@margaritaville.com](mailto:spollack@margaritaville.com)

"If life gives you limes, make margaritas."

— [Jimmy Buffett](#)

November 11, 2009

Hi Bill,

Thanks again for another wonderful event here in Key West! We really appreciate all you have done and continue to do! MOTM is a highlight of our year, especially getting to meet up again with people such as you and Alex who have been so giving of your time and energy through the years.

The following are the names of the organizations who should receive checks:

**The Florida Keys Children's Shelter**

**Womankind, Inc.**

**Key West Boys and Girls Club**

**Florida Keys S.P.C.A.**

**Heron-Peacock Supported Living**

We have enclosed three checks which total \$4524.00. This amount plus the \$4342.99 raised on-line brings the contest total to \$8866.99.

Let me know if you have any questions!

Thanks.



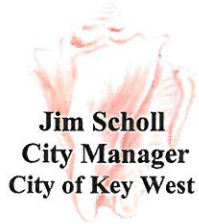
Denise

# PARADISE CHARITABLE FOUNDATION DONATIONS

## Year

2004	Cancer Foundation of the Keys	\$25,137
2005	Florida Keys Children Center	\$5,655
2005	PHIN Fund	\$102,000
2006	Bahama Village Music Program	\$22,683
2006	Cancer Foundation of the Keys	\$2,001
2006	Boys and Girls Club of the Keys	\$2,001
2007	SIDS	\$7,500
2007	Memorial Donations	\$500
2007	Susan G Koman for the Cure	\$5,000
2007	Salvation Army	\$5,000
2007	Freedom Alliance Scholarship Fund	\$5,000
2007	St. Jude Children's Research Hospital	\$5,000
2007	National Greyhound Adoption Program	\$1,000
2007	Reef Relief	\$1,000
2007	Tennessee Valley Golden Rescue Society	\$1,000
2007	NORWECAP	\$1,000
2007	Heart of Ohio Boxer Rescue	\$1,000
2007	Victory Junction Gang Camp	\$10,760
2007	Hospice of the Florida Keys	\$10,004
2007	PHIN Fund	\$8,500
2007	Scleroderma Foundation	\$2,500
2008	PHIN Fund	\$7,000
2008	Victory Junction Gang Camp	\$12,392
2009	PHIN Fund	\$3,500
	<b>Grand Total</b>	<b>\$247,133</b>





**THE CITY OF KEY WEST**

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

525 Angela Street  
(305) 809-3888  
FAX 809-3886  
jscholl@keywestcity.com

**RELEASE AND INDEMNIFICATION**

I, Stacy Pollack being authorized to act on behalf of and legally bind the Paradise Charitable Foundation 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 compensate, 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(is) 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, invitee, or participants in the related activities permitted.

Portia Navarro  
Signature of Witness

Stacy Pollack  
Signature of Applicant

PORTIA NAVARRO  
(Print Name)

Stacy Pollack  
(Print Name)

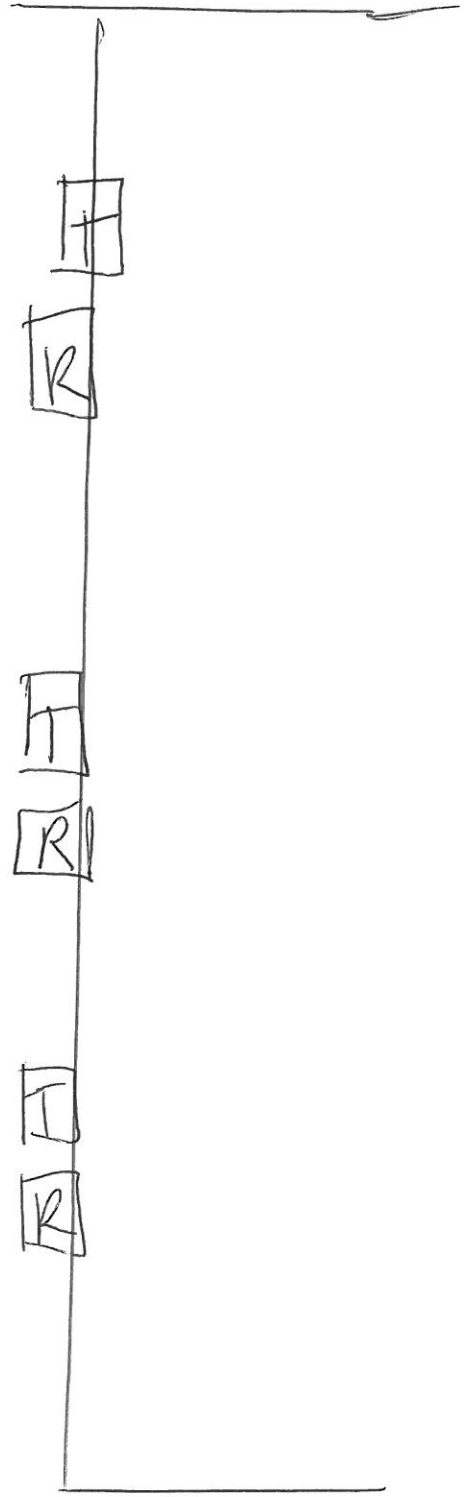
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7/6/11  
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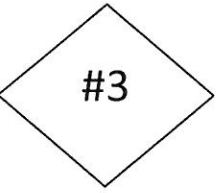
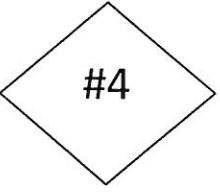
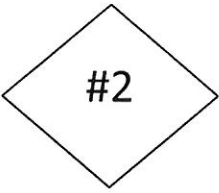
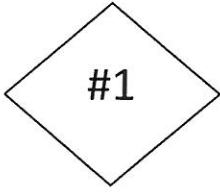
Duval St.



Southard

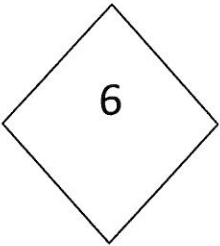
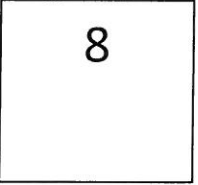
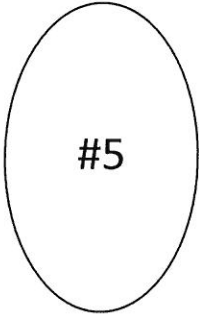
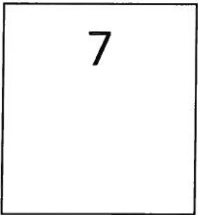
FLEMING

STAGE



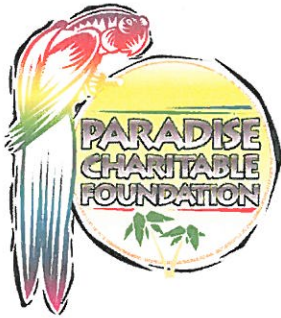
STORE

CAFE \_\_\_\_\_



Barracades

SOUTHARD



## Paradise Charitable Foundation

**June 23, 2011**

**To Whom It May Concern:**

**The Paradise Charitable Foundation recognized \$21,198.00 in funds from the 2010 Meeting of the Minds convention/festival. Those funds were distributed to various organizations within the community such as Cancer Foundation of the Keys, The Wesley House, The Salvation Army and The Key West Police Athletic League.**

**Sincerely,**

*Stacy Wallace for Alex Leist*

**Alex Leist  
COO, Paradise Charitable Foundation, Inc.  
908-310-2448**



A NON-PROFIT ORGANIZATION  
SERVING SOUTH FLORIDA,  
CENTRAL FLORIDA AND  
THE FLORIDA KEYS

CHARLES L. ROUAULT, MD  
*President*  
NIEVES LOSA  
*Vice President Operations*  
BRUCE A. LENES, MD  
*Medical Director*  
STEVEN P. ERJAVEC  
*Chief Financial Officer*

June 27, 2011

To Whom It May Concern:

As you may know, Community Blood Centers of Florida is a non-profit organization that is the sole provider of blood products used in our Monroe County hospitals. We have a huge responsibility to our local hospitals, residents and visitors. We rely on the generosity of our locals and **visitors** to voluntarily help keep our blood supply strong.

Community Blood Centers of Florida has partnered with the Meeting of the Minds event since 2001. To date we have collected 791 units of blood which translates into helping a minimum of 2,373 hospital patients in Monroe County. This particular in-kind event has grown from a 2 day blood drive to a 3 day blood drive to facilitate all that would like to participate. We have made many friends on the bloodmobile over the last 10 years. Each year we make new friends that vow to come back and donate again at the next annual MOTM event.

As this event is generally in the first week of November, it's an opportune time for us as a blood center to prepare for the upcoming holiday season. We welcome the generosity that this event brings.

Sincerely,

Nancy Brundage  
Director of Keys Operations



**COMMUNITY BLOOD CENTERS OF FLORIDA, INC.**

1111 12<sup>th</sup> STREET, #411 \* KEY WEST, FLORIDA 33040 \* (305) 294-7668 \* (800) 879-5020 \* FAX (305) 293-8658  
[www.cbcsf.org](http://www.cbcsf.org)



**Zonta Club of Key West**  
**PO Box 0184**  
**Key West, FL 33040**

**Advancing the Status of Women Worldwide**

June 30, 2011

City of Key West

Re: Annual Parrot Head Meeting of the Minds

Our organization's members are proud of the work that we have accomplished in Key West in assisting women in our community. For those of you whom may or may not know Zonta of Key West funds approximately \$40,000 per year in free mammograms for uninsured and underinsured women in Key West. Of this amount the Parrot Heads donated approximately \$22,000 during our 18<sup>th</sup> annual ABC 5K Walk/Run that was held last November during the Parrot Head Meeting of the Minds convention. These wonderful people have taken Zonta and our fight against breast cancer personally. They allow our members to work with making their convention exciting and profitable for our community. Their motto "party with a purpose" is just that! They come to our island, bring much needed dollars into our fair city, and channel their energy into a few well chosen organizations which benefit the people that need the money the most.

I don't believe that our City gives the Parrot Heads the credit that it so rightfully deserves. These fun loving individuals come here because they love our City and a few of our organizations that do benefit from their visit do what they can to show our appreciation for not only their money but their caring and support. It is time for the City of Key West to show their appreciation to the Parrot Heads and their annual visit. We whole heartedly support their visit and support the closing of Duval Street to honor their 20<sup>th</sup> year. It would be a step in the right direction to show support and gratitude. Key West gives so much to other organizations each year and I guess due to their fun loving antics Key West sometimes forgets to acknowledge this smaller group that helps stimulate our economy after Fantasy Fest.



**Zonta Club of Key West**  
**PO Box 0184**  
**Key West, FL 33040**

**Advancing the Status of Women Worldwide**

The Parrot Heads come in numbers of approximately 3500 people. That is great free publicity for Key West when those 3500 people go back to their communities that represent the US and Canada and say what a wonderful time they had in Key West. I have the benefit of knowing some of these people and working with them and this small sacrifice will speak volumes to an organization that continues to make Key West their home base each November.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Louanna Williams', written in dark ink.

Louanna R Williams  
Zonta of Key West

**FLORIDA KEYS SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS, INC.**

5230 College Road • Key West, FL 33040 • [www.FKSPCA.org](http://www.FKSPCA.org)  
(305)294-4857 • Fax (305)294-1331 • [Info@FKSPCA.org](mailto:Info@FKSPCA.org)



June 30, 2011

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

To Whom It May Concern:

I would like to make the City of Key West aware of the very generous donation from the Parrotheads in Paradise to the Florida Keys SPCA in the amount of \$5,000 during their Meeting of the Minds in 2010. This donation is greatly appreciated, especially in these difficult economic times.

The Parrotheads have been extremely generous to the Florida Keys SPCA over the years and we appreciate their support tremendously. With their help, we are able to provide the high quality of care that we believe is so important for our animals while they wait for a new home.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

*Connie*

Connie Christian  
Executive Director

***Protecting Pets in Paradise***





*"What we raise Stays!"*

## The Cancer Foundation of the Florida Keys, Inc.

P.O. Box 5816 ☞ Key West, FL 33045-5816 ☞ 305-294-7300 ☞ [www.keyscancerfoundation.org](http://www.keyscancerfoundation.org)

November 21, 2010

Dear Members of the Key West Parrot Head Club:

On behalf of the Cancer Foundation of the Florida Keys, I want to offer you our most sincere thanks for your contribution of \$1,000.00 made to our organization. We are extremely thankful to you for making us the recipient of the funds from your fundraiser.

Through the generosity of many individuals and organizations, we are able to assist qualified cancer patients with housing and living expenses while they undergo treatment for cancer. We are the only organization that provides this type of assistance to cancer patients in the Florida Keys. Currently we serve between 25 and 30 clients.

We are not affiliated with any national organization that raises money for cancer. All contributions received stay here in the Keys and are used to help those that cannot help themselves. We are all volunteers. There are no employees and no expensive office space to maintain.

It is through contributions from private individuals, organizations and our fundraisers that we are able to accomplish this worthy goal.

Again, thank you for your support, and we hope that you will recommend our cause to your friends.

Sincerely,

*Maisy Traverso*

Corresponding Secretary  
Cancer Foundation of the Florida Keys

501 (C)(3) 65-0870292

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.



<http://www.phip.com>

**Raymond Kulisch**

*President*

[waphc@yahoo.com](mailto:waphc@yahoo.com)

703.550.8013

**Pege Wright**

*Vice President*

[mspege@pink1flamingo.com](mailto:mspege@pink1flamingo.com)

281.538.6213

**Charlene L. Schultheis**

*Treasurer*

[ohiocharlene@yahoo.com](mailto:ohiocharlene@yahoo.com)

614.579.3202

**Robert Heffelfinger**

*Director of Membership*

[pipmembership@mail.com](mailto:pipmembership@mail.com)

423.926.0166

**Deb McCall**

*Secretary*

[qr1kfaces@yahoo.com](mailto:qr1kfaces@yahoo.com)

626.584.7865

**Nellie Carlen-Jones**

*Director of Ticket Administration*

[calprom@aol.com](mailto:calprom@aol.com)

714.744.2818

**Charlotte Skinner**

*Director of Conventions*

[caphmobile@aol.com](mailto:caphmobile@aol.com)

251.591.5500

**Charlene Gingrow**

*Editor - TradeWind Times*

[qnofsmwrhot@yahoo.com](mailto:qnofsmwrhot@yahoo.com)

423.926.9965

Ladies & Gentlemen of the Key West Innkeepers Association:

I am Charlotte Skinner, Director of Conventions with Parrot Heads in Paradise, Inc. and today I'm asking for your collective assistance.

As most of you are aware, our annual convention, Meeting of the Minds, has been held in Key West each November since 1998. We love Key West, our attendees love Key West and we like to think that Key West has grown to love us, as well. Many of our folks stay with you year after year after year.

During our annual week in your city, we make it a point to give back to the community and to leave it a little better than we found it. Last year, for instance, our convention raised more than \$50,000 for local Key West charities. We annually stage the largest single blood drive in all of Monroe County and we work with the local Salvation Army to deliver several truckloads of toys for their annual Toy Drive.

A highly unscientific PHiP poll estimates that our average of 3000 attendees stay an average of 5 nights in Key West, during which they will spend an average of \$239 per day on lodging, food, drinks, transportation, souvenirs, sightseeing, etc. If these figures are anywhere near accurate, and we believe they are, Parrot Heads contribute more than 3.5 million dollars to the Key West economy during our annual convention.

I come to you today asking for your collective assistance and begin by stating, emphatically, that we DO NOT want to leave Key West. However, as you are probably aware, we utilize the islands largest venue as our host hotel and Center of Activity, but we've reached an impasse that makes it fiscally irresponsible for PHiP, as a non-profit 501(c) organization, to continue our current arrangement after our 2011 convention.

Our requirements include ...

- Lodging for 3500 attendees (multiple venues, with special rates, within walking distance of Duval St. are acceptable)
- Restaurant & Bar on site
- Beachfront available
- Catering facilities
- Small & large meeting rooms
- On-site shipping availability
- On-site transportation availability

With our 19th annual convention on the horizon, I'll be arriving in Key West on Monday, November 1 and would be delighted to arrange a meeting with any of you to further discuss a solution to this situation. Please contact me via e-mail at: [caphmobile@aol.com](mailto:caphmobile@aol.com)

On behalf of our 3000 attendees, we look forward to seeing all our friends in Cayo Hueso in a few short weeks.

Charlotte Skinner  
Director of Conventions  
Parrot Heads in Paradise, Inc.

[Home Page](#)[Home Page](#) > [State of the Phlock](#)

## State of the Phlock - 2011

As always, Parrot Head chapters around the world made significant contributions to the welfare of the environment, their community and to their fellow man in 2010 ... and they had a BLAST while doing so! Meeting of the Minds, in the face of uncharacteristically cold weather, was another unqualified success featuring four full days of good friends & good music, with some libations thrown in, and our visitors truly did "Party with a Purpose!" Some 230 PHIP Club Members hauled themselves out of bed on Saturday morning to participate in the Zonta Walk with Team ParrotHead raising more than \$20,000, once again, about half of the event total. Parrot Heads also contributed to Wesley House Family Services, the KW Police Athletic League and the Florida Keys SPCA to the tune of more than \$20,000 while simultaneously donating an entire van load of toys to the Salvation Army for their annual holiday toy drive. In a truly humanitarian effort, Parrot Heads also donated a record high 111 pints of blood to the Community Blood Center of South Florida, a 69% increase overall, in what has become the local blood bank's largest blood drive of the year. Not to be outdone, the Margaritaville-sponsored Gypsy Video Contest raised more than \$9,000 which was gifted to the Florida Keys Cancer Foundation

**Denise Di Salvo**

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**From:** MOTM\_2009\_Registered@yahoo.com on behalf of Bob Heffelfinger [bluedog94@yahoo.com]  
**Sent:** Monday, December 14, 2009 12:51 PM  
**To:** PHIP Club Leaders  
**Cc:** Parrot Heads in Paradise; PHIP; PHiP - Florida Region; PHiP - Great Lakes Region; PHiP - Mid Atlantic Region; PHiP - MidWest Region; PHiP - NorthEast Region; PHiP - South Region; PHiP - SouthEast Region; PHiP - Western Region; MOTM\_2009\_Registered@yahoo.com  
**Subject:** [MOTM\_2009\_Registered] Nice Article - PHs & MOTM

***Here's a recent on-line article about Parrot Heads & MOTM from the head of Wesley House in Key West ... Y'all should be very proud of yourselves:  
<http://tinyurl.com/ydcl3ez>***

.....

## **PARROT HEADS COME THROUGH**

*Posted - Wednesday, December 02, 2009 11:07 AM EST*

Recently, we all had the honor of participating in the 18th annual Parrot Heads in Paradise's Meeting of the Minds (their 11th year in Key West) where 10 local nonprofits benefited financially. Many people may not know that the Parrot Heads are extremely generous to many local charities. They are true humanitarians who come here not only to have fun, but also to give back to this community, which they do year after year. They truly party with a purpose.

This year, the Parrot Heads contributed to Wesley House Family Services, the Key West Police Athletic League and Florida Keys Society for the Prevention of Cruelty to Animals, donating more than \$20,000. Boxes and boxes of toys were donated to the Salvation Army for their annual holiday toy drive.

Parrot Head clubs from around the country participated in the Zonta Club of Key West's ABC Walk/Run, raising an additional \$22,000, half of the total amount raised during the event.

Jimmy Buffet's Margaritaville sponsored the Margaritaville Class Clown Contest, further raising \$10,000, which was gifted to the Boys & Girls Club, the Florida Keys Children's Shelter, WomanKind, Heron-Peacock Supported Living and the Florida Keys SPCA. Visiting Parrot Heads also donated almost 70 pints of usable blood to the Community Blood Centers of South Florida, our local blood bank's largest blood drive of the year.

We are all deeply thankful for the Parrot Heads in Paradise and all our wonderful community partners, both in and out of the Keys, who help us in our missions throughout Monroe County.

Doug Blomberg

Chief Executive Officer

Wesley House Family Services





**KEY WEST FIRE DEPARTMENT  
FIRE MARSHAL'S OFFICE**

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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 # 7
- Total Number of Booths - 8

Parade

- Floats – Total # \_\_\_\_\_



Event Name: Parrot Heads in Paradise Street Festival

**Special Event Checklist**  
Everything must be checked off before  
submitting the special event application

**RECEIVED**

JUL 06 2011

CITY MANAGER

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	



Parrot heads, November 4, 2011

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

**EVENT (INITIAL SIGNOFF):**

Maria Katelyn 7/11/2011  
SIGNATURE      DATE

**CONDITIONS/RESTRICTIONS:**

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**POLICE DEPARTMENT**

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**FIRE DEPARTMENT**

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**KEY WEST PROPERTY  
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**PARKING DEPARTMENT**

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Parrot heads, November 4, 2011

CITY OF KEY WEST SPECIAL EVENTS  
DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

Maria Kateufh 7/11/2011  
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5 Amp Number of  
officers as last year.

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PARKING DEPARTMENT

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Jim Fitton <jfitton@keywestcity.com>  
To: Maria Ratcliff <mratclif@keywestcity.com>

Mon, Jul 11, 2011 at 2:06 PM

[Port and Transit has no objection](#)

Jim Fitton  
Port and Transit Director  
City of Key West  
[\(305\) 809-3795](tel:(305)809-3795) office  
[\(305\) 725-6446](tel:(305)725-6446) cell

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**From:** Maria Ratcliff [mailto:[mratclif@keywestcity.com](mailto:mratclif@keywestcity.com)]  
**Sent:** Monday, July 11, 2011 1:05 PM  
**To:** Richard Sarver; Steve Torrence; Marcus Delvalle; Jim Fitton; Jim Young; Marilyn Wilbarger; John Wilkins  
**Subject:** Parrotheads & AIDS Help King & Queen Coronation

[Quoted text hidden]

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Parrot heads, November 4, 2011

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

**EVENT (INITIAL SIGNOFF):**

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**CONDITIONS/RESTRICTIONS:**

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SEE ATTACHED LETTER.

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## THE CITY OF KEY WEST

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

To: Paradise Charitable Foundation

From: Division Chief/Fire Marshal Marcus del Valle

Date: 07-11- 2011

Reference: 500 Block of Duval St Music Festival

This office reviewed the special event application for the Paradise Charitable Foundation Music Festival to be held November 4, 2011 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.
- 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.

**Marcus del Valle**, Fire Marshal

Key West Fire Department

1600 N. Roosevelt Blvd.

Key West, Florida 33040

305-292-8179 Office

305-293-8399 Fax

[mdelvalle@keywestcity.com](mailto:mdelvalle@keywestcity.com)

*Serving the Southernmost City*

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

KEY WEST FIRE



## Key West Fire Department

### Office of the Fire Marshal

Marcus del Valle , Fire Marshal  
Danny Blanco, Capt. / Fire Inspector  
Alan Averette, Lt. / Fire Inspector

1600 N. Roosevelt Blvd.  
Key West, FL 33040  
Phone: (305) 292-8179  
Fax: (305) 293-8399

## Food Booth and Vendor Regulations

### Vendor Booth Construction and Location

1. Each vendor booth shall have at least one exit way, minimum 3 feet wide by 6' height (booth frame shall not intersect exit path).
2. A 60-inch clearance shall be maintained between the cooking surface and any combustible canopy.

### Butane or Propane equipment:

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

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

### Electrical Power:

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

### Charcoal Cooking:

1. Charcoal cooking must be located in areas away from public access.

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

### **Deep Fat Frying/Flambé/Open Flame Cooking:**

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

### **Fire Extinguishers:**

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

### **Miscellaneous:**

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

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

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

*Any booth not in compliance will be immediately closed.*

### **Fire Safety Tips**

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

Parrot heads, November 4, 2011

CITY OF KEY WEST SPECIAL EVENTS  
DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

Maria Katerfle 7/11/2011  
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