

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

Name of Applicant(s) JASON WOLF

Address of Applicant(s) P.O. Box 291 Key West, FL 33041

Phone Number of Applicant(s) 305 393 6022 Fax: 305-768-0269 Email jwolf@MOIE.org

Name of Non-Profit (s) NOTE MARINE Laboratory

Address of Non-Profit(s) 35 EAST QUAY Rd Key West, FL 33040

Phone Number of Non-Profit(s) 305-745-2729

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

Date/Dates of Event April 3-4, 2015

Hours of Operation 7pm on April 3 thru 7pm April 4<sup>th</sup> (incl setup)

Estimated/anticipated number of persons per day 7,000 +

Location of Event Florida Keys Eco Discovery Center & Truman Waterfront

Street Closed N/A

Detailed description of event SEE ATTACHED EVENT FLYER

Noise exemption required: Yes \_\_\_\_\_ No X

Alcoholic beverages sold/served at event: Yes X No \_\_\_\_\_

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

[Signature]  
Applicants Signature

1-6-15  
Date

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

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

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\*(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, Aat 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: ~~Fancy~~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.

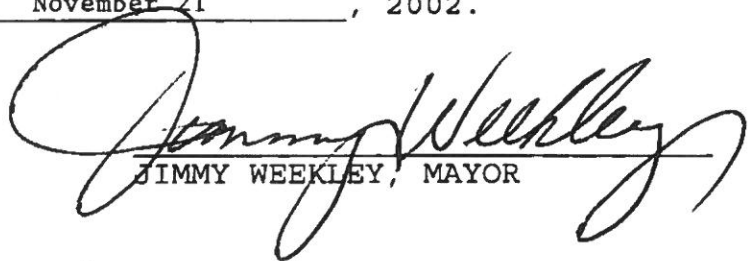
Read and passed on first reading at a regular meeting held this 16th day of October, 2002.

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

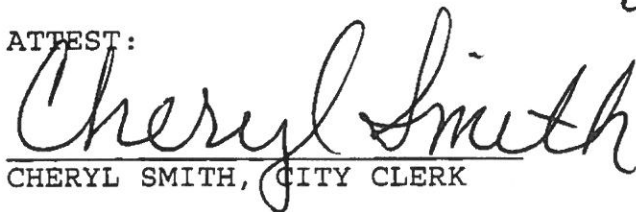
Read and passed on final reading at a regular meeting held this 19th day of November, 2002.

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



## ATTACHMENT B: GENERAL CONDITIONS

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

## Initials of Applicant

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

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



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



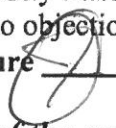

DATE: October 17, 2002

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.

# 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 
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 
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 
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 N/A
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 

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 N/A

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

Sponsor's Signature [Signature]

10. Notice of the city commission's proposed action on an application for a special event permit shall be mailed prior to the meeting at which the matter is to be considered to all property owners and occupants of property located within a 100-foot radius of the proposed special event. Notice of such proposed action also shall be published in a newspaper of general circulation in the city at least five days prior to the date of the city commission decision. The notice shall identify a contact person and phone number for complaints. The applicant shall pay for the newspaper advertisement.

Sponsor's Signature [Signature]

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 N/A

12. The first \$1000.00 of costs as specified in subsection (a) of the ordinance may be waived for any organizer or sponsor, which qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the special event a public accommodation subject to the human rights provision of the section 38-225.

Sponsor's Signature [Signature]

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

Sponsor's Signature [Signature]

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

Sponsor's Signature [Signature]

15. Where a person has not applied for a special event permit and an event at it's location spills into a street, causing the police department to close all or a portion of the street, the person sponsoring the event shall pay all such extraordinary service costs incurred by the city. On each anniversary of this occurrence, if the person can reasonably anticipate an overflow of people into the street, a special event permit must be applied for consistent with this division. A violation of this section may be grounds for revocation of an occupation license.

Sponsor's Signature [Signature]

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

Sponsor's Signature N/A

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 [Signature]

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

Sponsor's Signature [Signature]

# Complete Checklist for Event Recycling

## City of Key West

- Identify contact person at the festival responsible for working with recycling.  
Name of person: JACOB WOLF Phone number: 305-393-6022
- 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: 30/30
- 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: CONTRACTED WITH WM
- Capacity of containers on grounds: N/A  
Contact person for containers: N/A Phone #: —
- 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: VOLUNTEER STAFF
- 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: WASTE MANAGEMENT
- 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: VOLUNTEER STAFF ASSIGNED  
Actions taken: \_\_\_\_\_

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

Problems: VOLUNTEER STAFF ASSIGNED  
Actions taken: \_\_\_\_\_

- Take photos of event recycling, record data on volumes of recyclables and trash, and ask vendors and event organizers for comments about the program

Comments: VOLUNTEER STAFF ASSIGNED

- 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: PER WASTE MANAGEMENT & NOAA

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*

Jason Wolf

-4941

11/30/17 - 079



## THE CITY OF KEY WEST

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

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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.

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be the name of the person authorizing the event.



**ATTACHMENT A**

LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY

LICENSE NUMBER

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

1. PROPERTY LOCATION

KEY WEST, FLORIDA

2. DATES COVERED

FROM: APR 3 - 6 TO

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

TRUMAN WATERFRONT PROPERTY

4. PURPOSE OF LICENSE

Eco-discovery Ocean Festival

5. LICENSOR  
CITY OF KEY WEST

5a. CITY REPRESENTATIVE (TITLE AND ADDRESS)  
DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, FL 33041-6434, (305) 809-3792

6. LICENSEE (NAME AND ADDRESS)

MOTE MARINE LAB

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

PO Box 291 Key West, FL 33041 305 393 6022

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

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

8. ADDITIONAL CHARGES FOR USE OF PROPERTY

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

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

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE

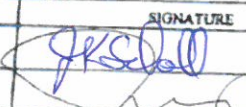

(IF ANY OR ALL INSURANCE REQUIREMENTS HAVE BEEN WAIVED, ENTER "NONE" IN a, b, c, OR d AS APPROPRIATE)

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

10. GENERAL CONDITIONS (SEE ATTACHED)

Licensee shall carry (A.) COMPREHENSIVE AUTOMOBILE INSURANCE AND VEHICLE LIABILITY INSURANCE COVERING CLAIMS FOR INJURIES TO MEMBERS OF THE PUBLIC AND/OR DAMAGES TO PROPERTY OF MOTOR VEHICLES INCLUDING ONSITE AND OFFSITE OPERATION WITH LIMITS OF ONE MILLION DOLLARS ANNUAL AGGREGATE. (B.) COMMERCIAL GENERAL LIABILITY COVERAGE OF ONE MILLION DOLLARS OCCURRENCE AND 2 MILLION DOLLARS ANNUAL AGGREGATE FOR THE TERM OF THE LICENSE. THE PROVISIONS IN ATTACHMENT B AND C.

**II. EXECUTION OF LICENSE**

FOR	BY	
	NAME AND TITLE	SIGNATURE
CITY OF KEY WEST	MR. JIM SCHOLL, CITY MANAGER	
LICENSEE	Jason Wolf	

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE

City of Key West

\*\*\* CUSTOMER RECEIPT \*\*\*

Oper: KEYWSJS2 Type: CC Drawer: 1  
Date: 1/27/15 98 Receipt no: 11081

Description	Quantity	Amount
SS SPECIAL EVENTS PAYMENTS	1.00	\$500.00

G/L account number:  
00100003429300  
00100001040000

USER FEE FOR MOTE MARINE OCEAN FESTIVAL

Tender detail	
VM VISA/MASTERC	\$500.00
Total tendered	\$500.00
Total payment	\$500.00

Trans date: 1/27/15 Time: 13:53:08

Initials of Applicant



### ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

1. The City identifies a single Point of Contact, Mr. Doug Bradshaw, Port Project Manager of Key West, phone (305) 809-3792 or Cell (305) 797-8361, who will provide license provision oversight and enforcement for the full term of the license.
2. Prior to use of the premises Licensee must provide a \$ \_\_\_\_\_ refundable deposit and a \$ 500 nonrefundable payment for use of the property. This payment shall be delivered to the Port office at P.O Box 6434, Key West, FL 33041-6434. All checks shall be made payable to Licensor. Utilities used by Licensee will be charged at current rates. Any additional costs that will be incurred by the City (security, fire protection, public works, Navy, etc.) must be paid to the City to those departments. Assignment of damage cost or noncompliance penalties will be at the discretion of the City of Key West. Additional charges may be made after the activity if required.
3. All utility use must be coordinated through Doug Bradshaw. Any modification to utilities to support the activity will be at the sole cost of the Licensee.
4. Licensee is responsible for obtaining necessary permits required by any other agencies pertaining to this event such as Federal, State, Local, Coast Guard, Navy, Marine Sanctuary, etc. and is responsible of providing proof of permit prior to entering into an agreement with the City of Key West.
5. Licensee must provide the City with a detailed schedule for activities.
6. The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. without prior approval by Licensor.
7. No generators associated with the event shall operate after 6 p.m. and before 8 a.m.
8. The leased site must be maintained in an orderly and neat condition. Licensor may request Licensee to improve conditions of site within reason if conditions become unacceptable.
9. The Licensee shall notify the Truman Annex Master Property Owner's Association (TAMPOA) at least 30-days prior to the activity.
10. Ingress/egress by the licensee shall be coordinated with the Licensor.
11. The Licensee must provide or ensure 24-hour security for the licensed area either thru security guard or by fencing with locking gates.
12. City of Key West personnel shall be allowed access to the site at all times.
13. Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.

Initials of Applicant



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

ATTACHMENT B: GENERAL CONDITIONS

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

Initials of Applicant

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

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

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

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



## Detail by Entity Name

### Florida Non Profit Corporation

MOTE MARINE LABORATORY, INC.

### Filing Information

<b>Document Number</b>	713693
<b>FEI/EIN Number</b>	590756643
<b>Date Filed</b>	11/21/1967
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

1600 KEN THOMPSON PARKWAY  
SARASOTA, FL 34236

Changed: 01/26/2001

### Mailing Address

1600 KEN THOMPSON PARKWAY  
SARASOTA, FL 34236

Changed: 01/26/2001

### Registered Agent Name & Address

SMITH, DENA J  
1600 KEN THOMPSON PARKWAY  
SARASOTA, FL 34236

Name Changed: 01/26/2001

Address Changed: 01/26/2001

### Officer/Director Detail

#### **Name & Address**

Title AS

SMITH, DENA J  
1600 KEN THOMPSON PARKWAY  
SARASOTA, FL 34236

Title TREA

CROWELL, HOWARD G

1600 KEN THOMPSON PARKWAY  
SARASOTA, FL 34236

Title CHAIRMAN

BECKSTEIN, GENE  
1600 KEN THOMPSON PARKWAY  
SARASOTA, FL 34236

Title VC

MORRISON, LOWE  
1600 KEN THOMPSON PARKWAY  
SARASOTA, FL 34236

Title P

CROSBY, MICHAEL P  
1600 THOMPSON PARKWAY  
SARASOTA, FL

Title SEC

CALLANEN, MICKEY  
1600 KEN THOMPSON PARKWAY  
SARASOTA, FL 34236

**Annual Reports**

Report Year	Filed Date
2013	03/25/2013
2013	10/25/2013
2014	02/27/2014

**Document Images**

<a href="#">02/27/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/25/2013 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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- [03/09/1999 -- ANNUAL REPORT](#)
- [02/10/1998 -- ANNUAL REPORT](#)
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State of Florida, Department of State







**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 # 15
- Vendor Booths – Total # 85
- Total Number of Booths - 100

Parade

- Floats – Total # —

## 2014 Florida Keys Ocean Festival Income Statement

Rounded to nearest dollar

### INCOME SUMMARY

	Actual	Budget
Mote Booth Donations	\$ 794.00	\$ 500.00
Pepsi Trailer sales	\$ 930.00	\$ 850.00
Dragonfly Paddleboard Raffle	\$ 22,000.00	\$ 15,000.00
Retail Sales t-shirts, hats, etc	\$ 2,709.00	\$ 2,000.00
Bar 10% Donation	\$ 432.00	\$ 500.00
Silent Auction Sales	\$ 13,505.00	\$ 11,000.00
Silent Auction donation	\$ 500.00	n/a
Sponsors Cash Donations - Hard Dollars	\$ 13,000.00	\$ 12,500.00
Vendor Fees Paid- Art & products	\$ 3,830.00	\$ 2,000.00
Vendors Fees Paid- Food	\$ 300.00	\$ 250.00
Mobile Mountain Amusement 15% Comm	\$ -	\$ 500.00
Centennial Burger/Hot Dog Donation	\$ 2,179.00	\$ 1,500.00
5K Race Race for the Reef Income	\$ 9,525.00	\$ 8,500.00
Wyland Paintings Auction	\$ 12,100.00	\$ 10,000.00
Ice cream truck fee paid	\$ 200.00	\$ 200.00
TDC Grant	\$ 17,000.00	\$ 17,000.00
<b>Total Income:</b>	<b>\$ 99,004.00</b>	<b>\$ 82,300.00</b>
Variance	<b>\$ 16,704.00</b>	

### Expenses:

<b>Printing and Promotional costs</b>	Actual	Budget
Programs	\$ 680.00	\$ 800.00
Tuna trot printing	\$ 234.00	\$ 250.00
Silent auction letters printing	\$ 125.00	\$ 125.00
Silent auction mailing	\$ 135.00	\$ 125.00
Kids passports/treasure printed	\$ 465.00	\$ 500.00
School Flyers/posters	\$ 434.00	\$ 475.00
Ad Banners	\$ 690.00	\$ 500.00
Pepsi Products	\$ 200.00	\$ 200.00
Event T-shirts	\$ 960.00	\$ 1,200.00
	<b>\$ 3,923.00</b>	<b>\$ 4,175.00</b>
variance	<b>\$ 252.00</b>	

### 5k Race

Race T-shirts	\$ 2,400.00	\$ 2,500.00
Race fee	\$ 500.00	\$ 500.00

Race advertising	\$ 700.00	\$ 300.00
	<b>\$ 3,600.00</b>	\$ 3,300.00
variance	<b>\$ 300.00</b>	

**Event Costs**

Coordinator	\$ 4,000.00	\$ 4,000.00
Main Stage & Sound	\$ 1,300.00	\$ 1,200.00
Howard Livingston	\$ 1,850.00	\$ 1,600.00
Amusements	\$ 1,500.00	\$ 1,500.00
spray paint & event supplies	\$ 220.00	\$ 250.00
Police 6 hrs	\$ 640.00	\$ 300.00
Waste Management Garbage	\$ 800.00	\$ 700.00
Four Star Rental Tents and Tables	\$ 3,198.00	\$ 3,500.00
	<b>\$ 13,508.00</b>	\$ 13,050.00
variance	<b>\$ 458.00</b>	

**Advertising**

Conch Color	\$ 200.00	\$ 200.00
Clear Channel	\$ 1,200.00	\$ 685.00
Island 107	\$ 250.00	\$ 250.00
US 1 Radio/Conch Country	\$ 350.00	\$ 350.00
Sun Sentinel	\$ 880.00	\$ 1,200.00
Citizen	\$ 780.00	\$ 850.00
Keys Weekley	\$ 1,070.00	\$ 950.00
Travel Host	\$ 295.00	\$ 295.00
Konk Life	\$ 500.00	\$ 500.00
Sarasota Magazine	\$ 1,900.00	\$ 1,900.00
Designworks Advertising & Graphics	\$ 2,340.00	\$ 2,500.00
Floridakeys.com	\$ 1,700.00	\$ 1,350.00
Miami Herald / Keynoter	\$ 5,240.00	\$ 5,000.00
E-signs	\$ 1,100.00	\$ 1,200.00
Key TV	\$ 1,200.00	\$ 1,400.00
Coastal Angler Magazine	\$ 640.00	\$ 900.00
Banner Flag Media	\$ 518.00	\$ 600.00
Comcast	\$ 1,040.00	\$ 600.00
	<b>\$ 21,203.00</b>	\$ 20,730.00
variance	<b>\$ 473.00</b>	

**Misc Expenses**

Wyland Mural Supplies	\$ 667.00	\$ 650.00
Fishing Class Lodging	\$ 640.00	\$ 250.00
City event fee	\$ 500.00	\$ 500.00
Fishing Barge Safety supplies	\$ 430.00	\$ 500.00
	<b>\$ 2,237.00</b>	\$ 1,900.00
variance	<b>\$ 337.00</b>	

<b>Expenses total:</b>	<b>\$ 44,471.00</b>	\$ 43,155.00
Total variance	<b>\$1,316.00</b>	

Income	\$99,004
Expenses	<del>-\$44,471</del>
<b>TOTAL EVENT NET INCOME</b>	<b>\$54,533</b>

**Sponsor Hard Cash Donations**

Blue Heaven / Salute	\$	500.00
1/2 Shell Fish Market	\$	1,000.00
Landshark Lager	\$	2,500.00
Restivo & Reilly Law	\$	750.00
Costa Del Mar Sunglasses	\$	1,000.00
Keys Energy Services	\$	750.00
Ocean Key Resort	\$	1,000.00
Fury Water Adventures	\$	1,000.00
Shark Bites Ice Cream	\$	500.00
Smokin Tuna Saloon	\$	1,000.00
Southernmost Hotel Group	\$	500.00
Urgent Care	\$	500.00
Robert O. Law Foundation	\$	1,000.00
United States Coast Guard	\$	250.00
Westin Key West Resort & Marina	\$	1,000.00
	\$	<b>13,250.00</b>

**Additional Soft Income**

**In Kind Donations**

Pure Fishing	80 Rods n Reels	\$	3,000.00
Mote Magazine & Eblasts	500,000 impress.	\$	2,900.00
Okuma Tackle	30 Rods n Reels	\$	1,125.00
MJ Webster	Kids prizes	\$	1,000.00
KW Harbor Services	Fishing Barge	\$	4,000.00
KW Bait & Tackle	Bait for kids	\$	200.00
First State Bank Tents & ATM	Services	\$	1,800.00
Smokin Tuna Saloon	3 Bands	\$	900.00
		\$	<b>14,925.00</b>

Client#: 1132234

73MOTEMAR

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
1/16/2015

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 <b>BB&amp;T Insurance Services, Inc.</b> 1111 8th Avenue W P.O. Box 9029 (34206) Bradenton, FL 34205	CONTACT NAME:	
	PHONE (A/C, No, Ext): <b>941 748-1431</b>	FAX (A/C, No): <b>8662420807</b>
INSURED <b>Mote Marine Laboratory Inc.</b> 1600 Ken Thompson Pkwy Sarasota, FL 34236	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Markel Insurance Company</b>	NAIC # <b>38970</b>
	INSURER B : <b>FCCI Commercial Insurance Compa</b>	<b>33472</b>
	INSURER C : <b>Great American Insurance Co of</b>	<b>22136</b>
	INSURER D : <b>Indian Harbor Insurance Company</b>	<b>36940</b>
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			<b>8502SS333623</b>	<b>01/01/2015</b>	<b>01/01/2016</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$1,000,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$1,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			<b>1002SS3363014</b>	<b>03/01/2014</b>	<b>03/01/2015</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION <b>\$10,000</b>			<b>4602SS333625</b>	<b>01/01/2015</b>	<b>01/01/2016</b>	EACH OCCURRENCE <b>\$2,000,000</b> AGGREGATE <b>\$2,000,000</b> \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>001WC15A7173</b>	<b>01/01/2015</b>	<b>01/01/2016</b>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
C	<b>Hull P&amp;I</b>			<b>OMH383901305</b>	<b>09/01/2014</b>	<b>09/01/2015</b>	<b>\$1,000,000/Ded. \$1,000</b>
D	<b>Professional Liability</b>			<b>PEC000237214</b>	<b>04/16/2014</b>	<b>04/16/2015</b>	<b>\$1,000,000 Each Claim</b> <b>\$1,000,000 Aggregate</b>

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

Re: Florida Keys Ocean Festival. April 3rd through April 6th, 2015

City of Key West is named as Additional Insured regarding General Liability coverage.

**CERTIFICATE HOLDER****CANCELLATION**

City of Key West 3132 Flagler Avenue 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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January 12, 2015

City of Key West  
3132 Flagler Ave.  
Key West, FL 33040

RE: Mote's 6<sup>th</sup> Annual Florida Keys Ocean Festival

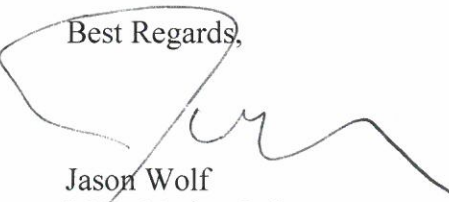
Dear Mr. Mayor and City Commissioners,

Thank you for taking the time to review this year's application for the Mote's 6<sup>th</sup> Annual Florida Keys Ocean Festival and Waterfront Craft Show on April 4<sup>th</sup>, 2015.

This letter will serve as official notice that 100% of the proceeds from this event will go to coral reef restoration, research, and education programs at Mote Marine Laboratory. Mote is a 501c3 non-profit organization Federal ID# 59-0756643.

We appreciate your support for this fantastic marine conservation event and hope that you will join us at the festival this year!

Best Regards,



Jason Wolf  
Mote Marine Laboratory  
Protect Our Reefs Program





THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION  
Mote Marine Laboratory, Inc.  
Florida Keys Ocean Festival  
At the Truman Waterfront

April 3-6, 2015

I Dena Smith being authorized to act on behalf of and legally bind Mote Marine Laboratory, 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.

Lisa M. Angeley  
Signature of Witness

Lisa M. Angeley  
Print Name

1/22/15  
Date

Dena Smith  
Signature of Applicant

Dena Smith  
Print Name

1/22/15  
Date

Key to the Caribbean - Average yearly temperature 77° F.





Imagery Date: 3/7/2013

24°33'04.82" N

RESTROOMS



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KIDS PASSPORT & TREASURE HUNT PICK UP & PRIZES



ATM



BLOODMOBILE

Mote Marine Ocean Festival  
APRIL 4<sup>th</sup> - Set up April 3

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

EVENTS (INITIAL SIGNOFF):

Maria Ratchiff 1/21/15  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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PUBLIC WORKS

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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KWDOT/PORT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

Jin Yung 21 Jan 15  
SIGNATURE DATE

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EVENTS:

REQUEST HAS BEEN APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

(if denied attach explanation)

# Mote Marine Lab's Fl. Keys Ocean Festival

## CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

**EVENT (INITIAL SIGNOFF):**

**CONDITIONS/RESTRICTIONS**

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SIGNATURE

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DATE

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PUBLIC WORKS

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SIGNATURE

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POLICE

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SIGNATURE

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DATE

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FIRE DEPARTMENT

SEE ATTACHED MEMO

Daniel Blanco 1/22/15

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SIGNATURE

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DATE

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PORT/KEY WEST DOT

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SIGNATURE

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DATE

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CODE COMPLIANCE

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SIGNATURE

\_\_\_\_\_  
DATE

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KEY WEST PROPERTY  
MANAGEMENT

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SIGNATURE

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DATE

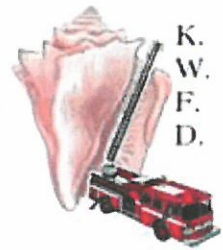
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PARKING DEPARTMENT

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SIGNATURE

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DATE

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## THE CITY OF KEY WEST

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

To: Jason Wolf ([jwolf@mote.org](mailto:jwolf@mote.org))

From: Division Chief/Fire Marshal Danny Blanco

Date: January 22, 2015

Reference: Mote Marine Ocean Festival

This office reviewed the special event application for the Mote Marine Ocean Festival to be held at the Eco Discovery Center at the Truman Waterfront on March 4, 2015.

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 closure needs to allow for emergency vehicle passage.
- **Event coordinator is responsible for scheduling the inspection with this office.**

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

*Danny Blanco, Fire Marshal*

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

*Serving the Southernmost City*

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

3216 USMC BX  
KEY WEST

## **Maria Ratcliff**

---

**From:** Doug Bradshaw  
**Sent:** Thursday, January 22, 2015 11:35 AM  
**To:** Maria Ratcliff  
**Subject:** RE: Mote Marine Ocean Festival

I am fine with it

**Please note my new Email Address and update your contact information (dbradshaw@cityofkeywest-fl.gov).**

Doug Bradshaw  
Director Port and Marine Services  
City of Key West  
201 William Street  
Key West, FL 33040  
305-809-3792

**From:** Maria Ratcliff  
**Sent:** Wednesday, January 21, 2015 12:30 PM  
**To:** Richard Sarver; Steve Torrence; Danny Blanco; Jim J. Young; Rogelio Hernandez; Doug Bradshaw  
**Subject:** Mote Marine Ocean Festival

*Maria Ratcliff*

Executive Administrative Assistant to City Manager  
& Special Events Coordinator  
City of Key West  
Ph: (305) 809-3881  
Fax: (305) 809-3886  
[mratcliff@cityofkeywest-fl.gov](mailto:mratcliff@cityofkeywest-fl.gov)

Mote Marine Ocean Festival  
APRIL 4<sup>th</sup> - Set up April 3

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

EVENTS (INITIAL SIGNOFF):

Maria Ratchiff 11/21/15  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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PUBLIC WORKS

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

Steven Torrence  
Digitally signed by Steven Torrence  
DN: cn=Steven Torrence, ou=KWPD, email=storrence@cityofkeywest-fl.gov, c=US  
Date: 2015.01.26 17:34:32 -0500  
SIGNATURE DATE

Requires Extra Duty Detail  
Requires Sound Exemption  
Requires ABT Alcohol Permit

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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KWDOT/PORT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
SIGNATURE DATE

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EVENTS:

REQUEST HAS BEEN APPROVED \_\_\_\_\_  
DENIED \_\_\_\_\_ (if denied attach explanation)

# Mote Marine Ocean Festival APRIL 4<sup>th</sup> - Set up April 3

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

EVENTS (INITIAL SIGNOFF):

Maria Ratchiff 1/21/15  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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PUBLIC WORKS

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

Steven Torrence  
SIGNATURE DATE

Dig: Fully signed by Steven Torrence  
DN: cn=Steven Torrence, o=KP&PO, ou=KP&PO,  
email=sttorrence@cityofkeywest.fl.gov, c=US  
Date: 2015.01.26 17:34:32 -0500

Requires Extra Duty Detail  
Requires Sound Exemption  
Requires ABT Alcohol Permit

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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KWDOT/PORT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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EVENTS:

REQUEST HAS BEEN APPROVED \_\_\_\_\_  
DENIED \_\_\_\_\_

(if denied attach explanation)

Mote Marine Ocean Festival  
APRIL 4<sup>th</sup> - Set up April 3

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

EVENTS (INITIAL SIGNOFF):

Maria Ratcheff 11/21/15  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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PUBLIC WORKS

[Signature]  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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KWDOT/PORT

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

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SIGNATURE DATE

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EVENTS:

REQUEST HAS BEEN APPROVED \_\_\_\_\_  
DENIED \_\_\_\_\_

(if denied attach explanation)



Mote Marine Ocean Festival  
APRIL 4<sup>th</sup> - Set up April 3

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

EVENTS (INITIAL SIGNOFF):

Maria Ratchiff 1/21/15  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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✓ PUBLIC WORKS

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SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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✓ POLICE DEPARTMENT

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SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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✓ FIRE DEPARTMENT

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SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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✓ KWDOT/PORT

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SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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✓ CODE COMPLIANCE

\_\_\_\_\_  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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EVENTS:

REQUEST HAS BEEN APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

(if denied attach explanation)

Event Name: 6<sup>th</sup> ANNUAL FLORIDA KEYS OCEAN FESTIVAL  
& WATERFRONT CRAFT SHOW

## Special Event Checklist

Everything must be checked off before submitting the special event application

X	TITLE	COMMENTS
X	Special Event Application	
X	Noise Exemption (If applicable)	N/A
X	\$50.00 for Noise	
X	Ordinance initialed	
X	Recycling checklist completed	
X	Recycling deposit \$1,000.00	CREDIT CARD
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	