# CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) Key We	st Business Guild, INC
Address of Applicant(s)  Phone Number of  Applicant(s) and emergency	val St. Key West, FL 33040
Name of Non-Profit(s) Same as	94-4603 - Dan Skahen Interim F.D. (305)923-6524
Jame as	above
Address of Non-Profit(s) Same a	a above
Phone Number of Non-Profit(s) (305) 2	294-4603
Amount or Percentage of Revenue Non-Pro	ofit(s) anticipates receiving 100% AFTER expenses
Date(s) of Event Pride Street Fo	air: June 9th, 2018, Pride Parade: 6/10/18
Hours of Operation Pricle Street F	air. 10A-10p, Pride Parade: 5-7pm
Estimated/anticipated number of persons pe	
Location of Event Pride Street Fai	is: 700+800 Blocks of Divid Park Park
Street Closed Street Fair: Satura	June 9th, 2018, Parade: Sunday June 10th (7Am-11pm) (Step off 5pm)
Detailed Description of Event: Street	- fair: Vendors, Musica
Parade: Begin & Truman Anni	ex, Left on Whitehead, Right on Dural to Sou
List of Businesses that will participate in Al	cohol Exemption:
Noise exemption required: Yes	
Alcoholic beverages sold/served at event:	Yes No (Street fair)
Recycle Deposit \$1000.00	Yes No
Cooking oil recycled	Yes No
Recycled containers	Yes No
Accounting of items recycled	
* Measures	

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

\$50.00

Date 3 14 18

Applicant Name Key West Business	Guild
Applicant Address 808 Dvval St. K	Ley West, FL 33040
Applicant Phone Number 305 - 294 - 4	-603
Event Name Key West Pride Stre	et Fair + Pride Parade
Event Address/Location Street Fair: 700	+800 Blocks of Dural
Date of Event Street Fair: 6/9/18, Po	+800 Blocks of Dural Annex Whitehead + Dural to South Starade: 6/10/18
Nature of Event Street Tair/Pride Po	arade Culminate the weeks
LGBTQ Celebration of Pride (in	City of Key West
Profit Non Profit 501 C6	***CUSTOMER RECEIPT****
Time(s) Request for Exemption 74-11pm 66	Tender Details: Tender Type: CK
Number of Exemptions at this location this calenda	Tender Amount: \$50.00 Receipt Header:
Date of last exemption	Cashier Id: KEYWESTI\rtabag Receipt Date: 3/15/2018 12:01:43 PM Receipt Number: 35358
	Receipt Details:
	Reference ID: 46510 Fee Code Version: SPECIAL EVENTS PAYMENTS - SS Originator Receipt Number: Originator Payment Date: Payment Type: ALL CASH RECEIPTS Transaction Amount: \$50.00 Additional Comments: KEY WEST STREET FAIR
	NOISE ORDINANCE FEE

#### 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 MINIMM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED; AMENDING SECTION 6-58 TO PROVIDE THAT MAJOR FESTIVAL SPONSORS MAKE APPLLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING TO HANDICAP-ACCISSIBLE 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 herby 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 manger shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment. If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is established, then within thirty (30)days after the event the city may impose an interest charge on the amount due at the rate of one and one half percent (1½%) per month.

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

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

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

<sup>(</sup>Coding: Added language is underlined; deleted language is struck through.)

Section 2. That section 6-27 is herby 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. Agt 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 of 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 Dun Skehr

## 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. The Permittee will be required to maintain the following types and amounts of insurance during the Special Event. All insurance coverages must be provided by insurance companies authorized to transact business within the State of Florida and must maintain an A.M. Best rating of A- or better.

Commercial General Liability with minimum limits of \$1,000.000
Business Automobile Liability with minimum limits of 1,000.000
Statutory Worker's Compensation Coverage
Employers Liability with minimum limits of \$1,000.000 injury by Accident
\$1,000.000 injury by Disease
Policy Limits and \$1,000.000 injury by Disease – Each Employee

If Alcohol beverages will be sold at the event or if the event's attendees will be required to pay an admittance fee and alcoholic beverages will be served, the Permittee will be required to maintain Full Liquor Liability coverage with minimum limits to \$1,000.000. Host Liquor Liability coverage will not be acceptable. If the Permittee will use the services of a caterer and the caterer will be providing and servicing the alcoholic beverages, the City will honor evidence from the caterer that this requirement is being met.

The City of Key West shall be named as an "Additional Insured" on the Permittees' Commercial General Liability policy.

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

- Whenever the sponsor of a special event provides temporary bathroom facilities on 14. 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
- Where a person has not applied for a special event permit and an event at it's location 15. 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

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

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

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

Sponsor's Signature .



## THE CITY OF KEY WEST

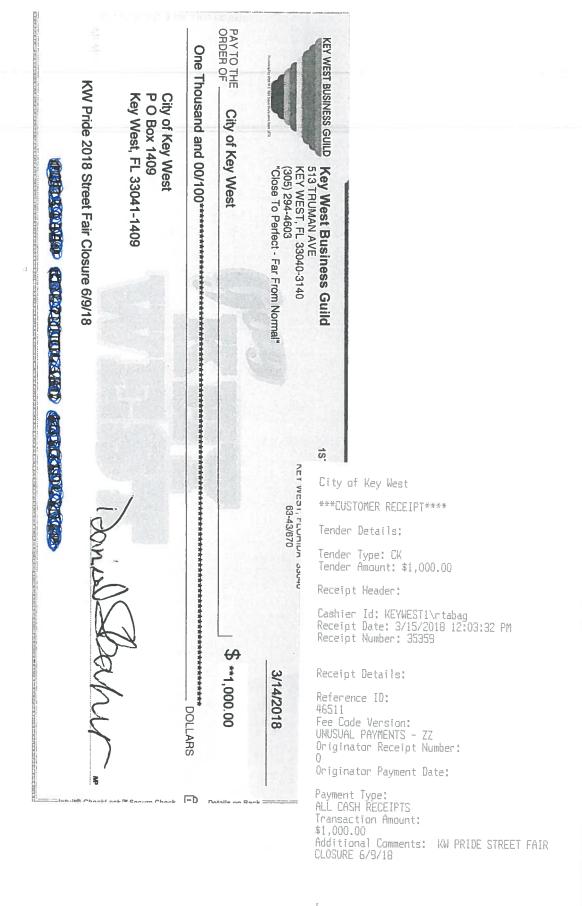
Tow Office Bo 1409 Key Vig. 1 - 35 12 - 409 (305) 8-9-3005

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.

# Complete Checklist for Event Recycling City of Key West

0	Identify contact person at the festival responsible for working with recycling.  Name of person: Dan Skahen Phone number: (305) 294-4603
0	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:
S	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, I recycling container for every I trash barrels will be used).  Amount of recycling and garbage containers needed: 20-95 gal. cans
0	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 Managements made:
٥	Capacity of containers on grounds: 20×95 = 1900 Capacity  Contact person for containers: tritzic Estimond Phone #: 305-294-4603
0	Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers.
0	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.
0	Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.  Arrangements made:
0	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:
0	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.
0	Oversee the delivery of containers and placement of signs.
0	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.
C	
Ö	View trash barrels and note any recyclables in the trash. Take actions to solve problems.
	Actions taken:
0	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:
0	Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.
Ċ.	At the end of the event, remove signs and arrange for their return to owners.
0	Place recycling containers in the pick-up location, as arranged with the providers of the containers.
0	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:
0	Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.
0	Share the results with event organizers.
0	Security deposit of \$1000.00 must be submitted prior to the event.
0	Security deposit returned:
	For more information about event recycling and waste reduction, contact Waste Management at 305 296-2825



### ATTACHMENT A

LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY

LICENSE NUMBER

THIS LICENSE TO USE CITY OF XEY WEST PAGFERTY HEREIN DESCRIBED IS LISUED BY THE CITY OF KEY WEST TO THE LICENSEE NAMED RELOW FOR THE PURPOSE HEREIN SPECIFED UPON THE TEXAS AND CONDITIONS SET FORTH

HELOW, AND ON ATT LICENSEE ACREES TO CENERAL PROVISION	TACHENTS B, AND C. BY TO COMPLY WITH ALL SUCH S.	e executions Terms, cont	n hereof the Diteons, and	7H IS			
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DIVIN GI							
IF LICENSEE IS A CORPORATIO	N, ATTACH CERTIFICATION	OF SIGNATU	RE.				

### ATTACHMENT B: GENERAL CONDITIONS

- The Licenser hereby grack to the Licenses 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 Licenser or its duly authorized representative.
- C. The use shall be limited to the purposes specified herein. Licenser does not women or represent that the property is safe or suitable for the purpose for which Licenser intends to use it, and Licenser arounds all right in its use.
- d. This License shall be neither assignable nor transferable by the Licensee.
- c. If utilities and services are furnished to the Licensee during License period, the Licensee shall reimburse the Licenser for the cast thereof as determined by the Licensor in accurdance with applicable stabutes 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 in, contribution toward the expense of long-term maintaneaus of the premises or facilities, the accessity for which accrued during the period of Licensee's use. The emount of expense to be borne by the Licensee shall be determine by providing the bods expense of the item of long-term maintaneaus on the basis of fractional use by the Licensee. This fractional part of the total expense shall be provide further if the item of long-term maintaneause did not exerce in its entirety during the Licensee's use. Upon a determination by the Licenser that the necessity enter for an expenditure of funds for maintaneaus, protection, protection, protection, at the contract share on demand.
- g. No additions in, or alterations of the premises or facilities shall be made without the prior connect of the Licenser. Upon reversation or surrender of this Licenser, to the sound directed by the Licenser, the Licenser shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or so good condition as existed on the date of entry under the License.
- h. The Licensee shall be liable for any loss of or damage to, the premises or facilities incurred as a manis of its one and shall make such materation or repair, or manebuy componention as may be directed by the Licenser. The Licensee shall not be liable for loss of, or damage to, the premises arising from course beyond the control of the Licenses and occationed by a risk not in feet covered by insurance and not continuelly covered by insurance in the locality in which the premises are aimsted. Nothing contained herein, however, shall relieve the Licenses of Rebility with post to any loss or damage to the premises, not fully compensated for samenes, which readly from willful missendent, leck of good fifth, or failure to emercise due diligence, on the part of the Licensee. All insurance required for the Licensee on the premises shall be for the hasteries of the Piceson and the Piceson Ways their tesbection layer and liabilities in connection with the premiser. Each policy of insurance against hor or demans to Chy of Key West property shall came the licensee and the City of Key West, as the insured and shall contain a loss payable clause reading substantially as follows: "Loss, it say, under this policy shall be adjusted with (Name of Licenses) and the City of Key West and the proceeds shall to payable to the City of Key West". In the event that any item or port of the premiers or facilities shall tedring takent toprilique or tableconcen tatoping from joss as quarker the risk of which is assumed under this pursumph h, the Licenses shall promptly give notice thereof to the Licensor and, to the extent of its itability as provided in this cameraph, shall, upon descand, either compensate the City of Key West for such less or damage, or rebuild, replace or repair the item or here of the prevalens or facilities so lost or darraged, as the Licensor may elect. If the cost of such repair, abuilding of replacement cores the liability of the Licenses for such loss or damage, the Licensee shall affect such repair, rebuilding or replacement if required so to do by the Licensor and such coress of cost shall be reimbursed to the Licenses by the Licenses. In the sweet the Licensee shall have effected any repair, rebuilding or replacement,

which the Licenses is required to effect pursuari to this pursuaph, the Licenses shall direct payment to the Licenses of so much of the process of easy insurance curied by the Licenses and made available to the City of Key West on account of less of or durange to say item or part of the premises or facilities as may be necessary in easible the Licenses to effect such repair, rebuilding or replacement. In event the Licenses shall not have been required to effect such repair, rebuilding, or replacement, and the insurance processed allocable to the loss or durange which has created the need for such repair, rebuilding or replacement have been paid to the Licenses, the Licenses shall promptly reduced to the Licenses.

- i. The Licensee shall indemnify and save harmless the City of Key West, its officers, agents, servent and employees from all liability or otherwise, for death or injury to all persons, or loss or desness to the property of all persons resulting from the tens of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covaring bodily injuries and third party property change shall contain an endorsement reading substantially as follows: "The insure waives any right of subregation 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 much periods of time, and with such insurers us the Licenser may require an approva. A certificate of insurance or a certified copy of each policy of insurance trices out hereunder shall be deported with the Licensors local representative prior to use of the premises and theilities. The License agrees that not insu than thirty (30) days prior to the empiration 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 rich.
- 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 carriagent for Breach of this warranty shall give the City of Key West the right to achid this License or in the discretion to recover from the Licensee the ansatum of such commission, percentage, brokerage or contingent fee in addition to the consideration berelo set forth. This warmsty shall not apply to commissions payable by the Licensee upon contracts or sales secured or unde through bone fride established communical or selling agreedes maintained by the Licensee for the purpose of securing business.
- In connection with the performance of work under the License, the Licenser agrees not to discriminate against any employee or applicant for supplyment because of more, religion, color, or extinced origin, and dischility, ancesty, sexual primarion, gender extinct or expression, marinal states, permited states or source of incorne. The aforestid provision shall be the de, but not be limited to, the full-owing employment, approxime, demotion, or transfer, recruitment or restrainment edvartising, involf or termination; rates of pay or other forms of compensation; and selection for training, including approximately. The Licensee agrees to post hereafter becomployment, notices to be provided by the License resting forth the provisions of the nondiscrimination classe. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except Subcontracts for standard commercial supplies of two materials.
- III. All ectivities authorized bereunder shall be subject to such rules and regulations as regards supervision or otherwise, so may, from time to time, be prescribed by the local representative of the Licensor or designated in Item Sa.
- II. The laws of the State of Florids shall govern the validity of this license agreement, interpretation, performence, and any other claims related to it. The venue for any and all claims or legal actions will be Monroe County, Florida.

Initials of Applicant

## ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

- 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 \$\frac{1}{2}\$ refundable deposit and a \$\frac{1}{2}\$ 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.
- 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 essociated 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 unacceptable.
- The Licensee shall notify the Truman Annex Master Property Owner's Association (TAMPOA) at least 30-days prior to the activity.
- 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

- Licensee may not stay overnight on City of Key West property without prior approval by Licenser.
- 15. Entrance to City of Key West buildings is not authorized.
- 16. No alcoholic beverages/non-prescription drugs or food may be brought ento or sold on Licensor's property without prior approval from the City Commission.
- 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.
- 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 polices 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.
- Licensee may be required to suspend activity as directed by City Staff during special events that occur at the Truman Waterfront.
- 28. In rare cases the Licensee at their sole expense may be required to move the activity to another location at the Truman Waterfront or off of the Truman Waterfront property if development of the Truman Waterfront and the activity are in conflict. Every effort will be made to avoid this occurrence.

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

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

\*Emailed 3/10/18

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

### **Detail by Entity Name**

Florida Not For Profit Corporation KEY WEST BUSINESS GUILD, INC.

Filing Information

**Document Number** 

744178

**FEI/EIN Number** 

59-1931515

**Date Filed** 

09/06/1978

State

FL

**Status** 

**ACTIVE** 

**Last Event** 

REINSTATEMENT

**Event Date Filed** 

12/20/1991

Principal Address

808 Duval St

KEY WEST, FL 33040

Changed: 01/15/2018

**Mailing Address** 

808 Duval St

KEY WEST, FL 33040

Changed: 01/15/2018

Registered Agent Name & Address

SMITH, WAYNE LARUE 333 FLEMING ST

KEY WEST, FL 33040

Name Changed: 03/18/1997

Address Changed: 04/22/2002

Officer/Director Detail

Name & Address

Title PD

Beaubien, Alan

808 Duval St

KEY WEST, FL 33040

Title VD

01/23/2003 - ANNUAL REPORT

04/22/2002 - ANNUAL REPORT

07/30/2001 - ANNUAL REPORT

03/05/2001 -- ANNUAL REPORT

05/12/2000 -- ANNUAL REPORT

04/27/1999 -- ANNUAL REPORT

04/29/1998 -- ANNUAL REPORT

03/18/1997 -- ANNUAL REPORT

05/01/1996 - ANNUAL REPORT

01/30/1995 -- ANNUAL REPORT

Licis, Charles 808 Duval St KEY WEST, FL 33040 Title TD Colston, Tonya 808 Duval St KEY WEST, FL 33040 Annual Reports Report Year **Filed Date** 2016 01/26/2016 2017 02/09/2017 2018 01/15/2018 **Document Images** 01/15/2018 -- ANNUAL REPORT View image in PDF format 02/09/2017 -- ANNUAL REPORT View image in PDF format 01/26/2016 -- ANNUAL REPORT View image in PDF format 01/13/2015 -- ANNUAL REPORT View image in PDF format 01/07/2014 -- ANNUAL REPORT View image in PDF format 07/03/2013 - AMENDED ANNUAL REPORT View image in PDF format 01/09/2013 -- ANNUAL REPORT View image in PDF format 02/14/2012 -- ANNUAL REPORT View image in PDF format 06/17/2011 - ANNUAL REPORT View image in PDF format 03/14/2011 -- ANNUAL REPORT View image in PDF format 07/14/2010 -- ANNUAL REPORT View image in PDF format 01/26/2010 -- ANNUAL REPORT View image in PDF format 03/19/2009 - ANNUAL REPORT View image in PDF format 07/01/2008 -- ANNUAL REPORT View image in PDF format 08/03/2007 - ANNUAL REPORT View image in PDF format 01/12/2007 - ANNUAL REPORT View image in PDF format 05/01/2006 - ANNUAL REPORT View image in PDF format 01/27/2005 - ANNUAL REPORT View image in PDF format 04/27/2004 - ANNUAL REPORT View image in PDF format

# Key West Business Guild, Inc. KW Pride P&L vs Budget January through December 2017

	Jan - Dec 17	Budget
Ordinary Income/Expense Income Event Income KW Pride Pride Sponsorships Pride Merchandise Pride Street Fair KW Pride - Other	1,425.00 45.00 6,625.00 45.00	5,000.00 1,000.00 10,000.00
Total KW Pride	8,140.00	16,000.00
Total Event Income	8,140.00	16,000.00
Total Income	8,140.00	16,000.00
Gross Profit	8,140.00	16,000.00
Expense Event Expenses Pride Key West Expense Pride Website Pride Advertising Pride Event Guide (1/2 Rei Pride Event Expenses Pride Merchandise Pride Parade Expenses Pride Streetfair Expenses Pride Other	51.17 1,332.75 0.00 0.00 947.67 1,650.00 2,230.28 362.58	100.00 2,500.00 1,500.00 1,500.00 1,000.00 2,500.00 2,000.00
Total Pride Key West Expense	6,574.45	11,100.00
Total Event Expenses	6,574.45	11,100.00
Total Expense	6,574.45	11,100.00
Net Ordinary Income	1,565.55	4,900.00
Net Income	1,565.55	4,900.00



### 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 SgFt.)  ☐ Flame Resistance Certificate ☐ Size, Type, Location of Tent(s)	
Food Booths - Saturday, June 9th, 2018  Food Booths - Total # appox. 5  Vendor Booths - Total # appox. 45  Total Number of Booths - appox. 50	
Parade - Sunday, June 10th, 2018  DiFloats - Total # Oppnex. 50	

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

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

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### EPARTMENT

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## **Key West Pride**

# CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL	SIGNOFF):	CONDITIONS/RESTRUCTIONS
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### THE CITY OF KEY WEST

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

To: Key West Business Guild,

From: Fire Marshal Alan Averette

Date: 03/16/2018

Reference: Pride Fest Street Fair and Parade

The following conditions apply:

This office reviewed the special event application for Pride Fest Street Fair to be held at on June 9th, 2018.

The following conditions apply:

- Cooking and Generator use that takes place on city property needs to have a Life Safety Inspection.
- Attached are the vendor regulations for special events.
- The Duval Street closure needs to allow for emergency vehicle passage.
- Any float that has a generator needs to have a Life Safety Inspection.
- The Event is responsible for the cost of Fire Inspector(s) who will perform the Life Safety Inspection on event dates.
- Fire Inspector(s) working the Inspection detail shall be paid a rate of \$ 40.00 an hour for the duration of the event.
- Event coordinator is responsible for scheduling the inspection with this office.

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

Alan Averette, Fire Marshal

Key West Fire Department 1600 N. Roosevelt Boulevard Key West, Florida 33040 305-809-3933 Office aaverett@cityofkeywest-fl.gov

326£ LS3M 113.



### **Key West Fire Department**

Office of the Fire Marshal

Alan Averette, Fire Marshal Wesley Jones, Lt. / Fire Inspector Gregory Barroso, Capt. / Fire Inspector Jason Barroso, Capt. / Fire Inspector

1600 N. Roosevelt Blvd. Key West, FL 33040 Phone: (305) 809-3933 Fax: (305) 293-8399

### Food Booth and Vendor Regulations

### **Vendor Booth Construction and Location**

- 1. Each vendor booth shall have at least one exit way, minimum 3 feet wide by 6' height (booth frame shall not intersect exit path).
- 2. A 60-inch clearance shall be maintained between the cooking surface and any combustible canopy.
- 3. Each cross street corner shall have 10' clearance before the setup of any vendor booth.
- 4. All hydrants must maintain 5' clearance on each side to allow fire department access.
- 5. Each vendor shall stay within their assigned area, equipment and supplies shall not be staged outside their allotted space. ie: sidewalks, exit ways.

### **Butane or Propane equipment:**

- 1. Shut-off valves must be provided at each fuel source.
- 2. Tanks must be protected from damage and <u>secured</u> in an <u>upright</u> 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 <u>3A:40B:C</u>. (dry chemical extinguisher)
- 2. For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of <u>3A:40B:C</u> 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 <u>6 Liter Type K</u> (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. **<u>DO NOT</u>** 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**.

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# CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT

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