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

Name of Applicant(s) Paradise Charitable Foundation  
Address of Applicant(s) 505 Red School Lane, Phillipsburg, NJ 08865  
Phone Number of Applicant(s) 908-859-4872 Fax: \_\_\_\_\_ Email \_\_\_\_\_  
Name of Non-Profit (s) Paradise Charitable Foundation  
Address of Non-Profit(s) 505 Red School Lane, Phillipsburg, NJ 08865  
Phone Number of Non-Profit(s) 908-859-4872  
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving 100%  
Date/Dates of Event NOV. 5, 2010  
Hours of Operation 8 am - 6pm  
Estimated/anticipated number of persons per day 3,000  
Location of Event 500 Block of Duval  
Street Closed Yes  
Detailed description of event Music Festival

Noise exemption required: Yes x No \_\_\_\_\_  
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] for Alex Leist  
Applicants Signature

Date 6/29/10

\*(Financial statements of the event from the previous year must be attached and submitted along with special event application)

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

**\$50.00**

Date 6/29/10

Applicant Name Paradise Charitable Foundation  
 Applicant Address 505 Red School Lane, Phillipsburg, NJ 08865  
 Applicant Phone Number 908-859-4872  
 Event Name Parrot Heads in Paradise Street Festival  
 Event Address/Location 500 Duval St.  
 Date of Event Nov. 5, 2010  
 Nature of Event Music Festival

Profit  Non Profit

Time(s) Request for Exemption 8am - 1ep

Number of Exemptions at this location this calendar year

Date of last exemption 11/5/09

City of Key West  
 \*\*\* CUSTOMER RECEIPT \*\*\*  
 Oper: KEYWMEK2 Type: OC Drawer: 1  
 Date: 7/01/10 45 Receipt no: 85473

Description	Quantity	Amount
SS SPECIAL EVENTS PAYMENTS	1.00	\$50.00

G/L account number:  
 00100003429300  
 00100001040000

MARGARITAVILLE OF KEY WEST INC  
 PARROTHEADS  
 NOISE EXEMPTION

Tender detail  
 CK CHECK 669 \$50.00  
 Total tendered \$50.00  
 Total payment \$50.00

Trans date: 7/01/10 Time: 11:01:12

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

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

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

Section 4. That section 6-57 of the Code of Ordinances is hereby amended as follows:

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

~~A percentage of the revenues of a special event that causes the closing of a city street must be donated to the nonprofit organization and, at the sponsor's option, to additional charities. On the application form issued by the city manager, the nonprofit must state the amount or percentage of revenues it anticipates to receive from the special event.~~ When a sponsor proposes a special event that will cause the closing of a city street or other public right-of-way, the sponsor must donate at least twenty-five percent (25%) of the sponsor's gross revenues or \$1,000.00, whichever is greater, to at least one nonprofit organization. The sponsor must designate the nonprofit organization(s) on the application for the event. Each named nonprofit organization must provide the city manager with a letter of assent.

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

**Sec. 6-58. Major festival.**

(a) A major festival is a special event of regional impact. Major festivals are: ~~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

# RULES AND REGULATIONS FOR USE OF CITY OF KEY WEST PROPERTY FOR SPECIAL EVENTS

1. All Applicant(s) must fill out a City of Key West (City) application form provided to you by the Office of the City Manager.
2. Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.
3. Application(s) must provide comprehensive liability insurance insuring itself and the City against all claims of damages or injury to persons or property arising for any reason as a result of the activities associated with the special event permitted by the City. The insurance policy shall be written by a solvent insurance company in good standing and shall provide a minimum of \$1 million general liability. The policy shall show the City of Key West as an additional named insured.  
Sponsor's Signature SP
4. The applicant shall indemnify and hold the City harmless from all losses, claims, damages, liabilities, and expenses which may be incurred by the City or which may be claimed against the City by any person, firm to the person or property of any person, firm, corporation, or entity which are consequent or arise from the activities of the permit holder or its equipment, employees, agents, guests, licensees, or invitees for the permit holder activities or which damages/injuries are consequent or arise from permit holders failure to comply with all applicable laws, statutes, ordinances and regulations.  
Sponsor's Signature SP
5. Applicant(s) who are businesses or private persons who wish to close a City street must make an application jointly with a non-profit entity. When a sponsor proposes a special event that will cause the closing of a city street or other public right-of-way, the sponsor must donate at least 25% of the sponsor's gross revenues or \$1000.00, whichever is greater, to at least one nonprofit organization. The sponsor must designate the nonprofit organization(s) on the application for the event. Each named nonprofit organization must provide the city manger with a letter of assent. Applicant(s) must also hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or the City Manager's Office. Applicant(s) must have neighboring businesses sign a petition of no objection to the street closure.  
Sponsor's Signature SP
6. *Within 30 days of the events completion the City Commission will receive a letter from the not for profit organization stating the amount of the monetary donation received from the event.*  
Sponsor's Signature SP
7. Applicant(s) wishing to sell/consume alcoholic beverages on City property must have approval by the City Commission via Resolution and must hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or City Manager's Office. Applicant must provide liquor liability insurance.  
Sponsor's Signature SP

8. Applicant(s) wishing to have an exemption from the noise control ordinance must fill out an application thirty days before the event. Processing fee for the application is \$50.00.  
Sponsor's Signature SP
9. All applications are subject to approval at the discretion of the City Manager and/or City Commission.  
Sponsor's Signature SP
10. Notice of the city commission's proposed action on an application for a special event permit shall be mailed prior to the meeting at which the matter is to be considered to all property owners and occupants of property located within a 100-foot radius of the proposed special event. Notice of such proposed action also shall be published in a newspaper of general circulation in the city at least five days prior to the date of the city commission decision. The notice shall identify a contact person and phone number for complaints. The applicant shall pay for the newspaper advertisement.  
Sponsor's Signature SP
11. The organizer or sponsor of any special event, which requires the provision of additional or extraordinary support services by police, fire, administration, or other city departments shall pay to the city the cost of such services. A down payment of 10 percent of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten days prior to the special event.  
Sponsor's Signature SP
12. The first \$1000.00 of costs as specified in subsection (a) of the ordinance may be waived for any organizer or sponsor, which qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the special event a public accommodation subject to the human rights provision of the section 38-225.  
Sponsor's Signature SP
13. Any nonprofit organization accepting the waiver provided for by subsection (d) of the ordinance shall, within 90 days following the special event, submitted to the city commission an accounting of expenses and revenues incurred and generated during the special event.  
Sponsor's Signature SP
14. Whenever the sponsor of a special event provides temporary bathroom facilities on the public right-of-way, at least five percent of those facilities or one of those facilities, whichever is the greater number, shall be accessible to persons with physical disability.  
Sponsor's Signature SP
15. Where a person has not applied for a special event permit and an event at it's location spills into a street, causing the police department to close all or a portion of the street, the person sponsoring the event shall pay all such extraordinary service costs incurred by the city. On each anniversary of this occurrence, if the person can reasonably anticipate an overflow of people into the street, a special event permit must be applied for consistent with this division. A violation of this section may be grounds for revocation of an occupation license.  
Sponsor's Signature SP

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

Sponsor's Signature NIA

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

Sponsor's Signature SP

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

Sponsor's Signature SP

## Parrotheads in Paradise Street Festival

It's that time of year again! The annual Parrotheads in Paradise Street Festival is Friday, Nov. 5<sup>th</sup> 2010. The Paradise Charitable Foundation is asking for your support in our effort to have the 500 block of Duval Street closed from 8:00 am to 6:00 pm on Friday, Nov. 5 2010. We appreciate it and hope to see you there.

Business

Signature

Business	Signature
1. Fast Bucks	Dawn Larson
2. BANANA REPUBLIC	Karen Kim
3. Crazy Shirts	<del>Signature</del>
4. Bath & Body works	<del>Signature</del>
5. Tropic Style	<del>Signature</del>
6. Jack Flats	<del>Signature</del>
7. Christy Haynes	Christy Haynes
8. COACH	<del>Signature</del>
9. WILMETS	Beth Wilson
10. WAXGREENS DUVAL ST	Kayna Acosta
11. <del>Signature</del>	Hannah Farkas
12. <del>Signature</del>	Sateley
13. Rock STAR FASHION	<del>Signature</del>
14. Ben Loulou. URBAN Ledgenet	Debra Loulou
15.	
16.	
17.	
18.	
19.	
20.	
21.	
22.	

Fax- 305 294-9147

## Complete Checklist for Event Recycling City of Key West

- Identify contact person at the festival responsible for working with recycling.  
Name of person: Stacy Pollack Phone number: 305-292-1435
- 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 event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every three trash barrels may be used)  
Amount of recycling containers needed: 10
- Arrange for recycling containers for the grounds and a large container (roll-off or festival box) and coordinate delivery and removal arrangements. Recycling containers may be ordered from Waste Management. 305 296-2825.  
Arrangements made: Stacy Pollack
- Capacity of containers on grounds: Not larger than 100 gal.  
Contact person for containers: Art Singley Phone #: 305-292-1435
- Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers.
- Acquire liner bags for the recycling containers to be placed on the grounds. Ensure that the capacity of the bags is equal to or greater than that of the recycling containers on the grounds.
- Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.  
Arrangements made: Stacy Pollack
- Arrange for pick-up of the recyclables. The agency providing containers will often take the materials for recycling. In other cases, arrange for the materials to be taken to a recycling facility.  
Arrangements made: Stacy Pollack
- Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Inform them that signs will be posted in their areas.
- Oversee the delivery of containers and placement of signs.
- Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

containers must be adjacent to trash barrels in order to reduce contamination problems.

- Monitor recycling containers for correct usage during the event and take actions to solve problems.

Problems: \_\_\_\_\_

Actions taken: Active Monitor on Duty

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

Problems: \_\_\_\_\_

Actions taken: Active Monitor on Duty

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

Comments: \_\_\_\_\_

- Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.

At the end of the event, remove signs and arrange for their return to owners.

- Place recycling containers in the pick-up location, as arranged with the providers of the containers.

- Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels.

Amount of material: \_\_\_\_\_

Contamination: \_\_\_\_\_

Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.

Share the results with event organizers.

Security deposit of \$1000.00 prior to event \_\_\_\_\_

Security deposit returned \_\_\_\_\_

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

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES. SEE BACK FOR DETAILS.



MARGARITAVILLE OF  
KEY WEST, LLC  
500 DUVAL ST.  
KEY WEST, FL 33040-6553

Bank of America  
63-4/630 FL

000632

Pay

One Thousand Dollars And 00 Cents

DATE  
Jun 28, 2010

AMOUNT  
\$1,000.00

to the Order of:

CITY OF KEY WEST  
P.O. BOX 1409  
KEY WEST, FL 33040



*Michael Shraw*

⑈000632⑈ ⑆06300004⑆ ⑆00898221453⑈



## Recycling Checklist and Final Report

Contact person in your group responsible for recycling Art Singley phone 305-292-1435

Waste hauling contact person to call to arrange for trash and recycling cans Margret Lara  
phone 305-797-3312 Call two weeks prior to event to order cans.

Ask waste hauling company WHAT SIZE BAGS you need for the trash and recycling containers.

Discuss with your group what products you will be using and recycling: aluminum, glass, #1, 2, or 3 plastics, tin, corrugated and regular cardboard. Educate your members working the event WHAT is recyclable so they can monitor.

Have signs printed educating public that this event is RECYCLING and post signs in food and drink areas as well as trash areas.

Appoint and train members of your group to monitor trash and recycling containers for compliance.

Develop PSA's (public service announcements) to be announced during your event so public is aware they are expected to recycle, and to educate them HOW to recycle (see attached city info sheet on recycling to be attached). As announcements are made applaud the crowd and tell them what a good job they are doing (hopefully they are doing a good job!)

Arrange for pick up of trash and recyclables AND to have each weighed, with stats given you your contact for the final report. Ask also for contamination IF trash and recyclables had not been properly separated.

Develop site plan and layout for your event showing where trash and recycling containers will be located. These should be at food and beverage stations, table and sitting areas, as well as areas of other activities.

Confirm delivery of containers day before your event and oversee delivery of containers and placement of signs.

Gather all containers at end of your event grouping trash containers separate from the recyclable containers.

Designate someone to take photographs of the events recycling efforts and results.

### Final Report

Your written report should contain the following:

Strategies used during your event to promote recycling (provide examples of signage etc if possible)

Amount (weight) lbs of trash and recyclables which waste company will provide (you needed to request this prior)

Comments and Suggestions of what you would do different next time to achieve better results and suggestions to the city and waste hauling company for a smoother, easier more successful process and results.

PICTURES of your events recycling.

Educational recycling information delivered during your event and method of delivery.



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.

*Stacy Pollack*

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# SERVICE AGREEMENT NON-HAZARDOUS WASTES

## Collection Service Agreement Terms And Conditions

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. **TERM.** The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew hereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.

3. **SERVICES GUARANTY.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on "past due amounts accruing from the date of the invoice at a rate of eighteen percent (%) per annum or, if less, the maximum rate allowed by law. Company may increase charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties.

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

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

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement.

8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement for Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

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

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

CUSTOMER  
  
 (AUTHORIZED SIGNATURE)  
 X Sales Manager (TITLE) 6/25/10 (DATE)

CONTRACTOR  
  
 (AUTHORIZED SIGNATURE)  
 1098 (TERRITORY NUMBER) 11 (DATE)



**Commercial  
SERVICE AGREEMENT**  
NON HAZARDOUS WASTES

Renewal Contract   
SIC Code 5812  
Type of Business Eating and Drinking Places

**WM of the Florida Keys**  
125 Toppino Industrial Rd.

RocklandKey, FL 33040  
Phone: (305) 296-8297  
Fax:

**WM 76339111**

Customer Account No \_\_\_\_\_  
Reason Code NBT  
Effective Date 11/05/2010

Account Name: Margaritaville  
Service Address: 500 Duval St  
  
City, Zip: Key West, Fl 33040  
County/Parish: Monroe  
Tel #: 305-294-2461 Fax #: 305-294-9147  
Contact: Stacy Pollack E-Mail:

Billing Name: Margaritaville (Y)  
Billing Address: 500 Duval St  
  
City, Zip: Key West, Fl 33040  
County/Parish: Monroe  
Tel #: 305-294-2461 Fax #: 305-294-9147  
Contact: Stacy Pollack E-Mail:

**EQUIPMENT/SERVICE SPECIFICATIONS**

Qty	Freq	Occurs	On Call	Size	Equip	Recy	Temp	Lids	Wheels	Locks	Schedule & Route No.	Charge(s)
10	1	9	Yes	95.00	RLC-95X	No	Yes	Yes	Yes	No	Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun <input type="checkbox"/>	\$45.00 RatePer
10	1	9	Yes	95.00	RLC-95Z	No	Yes	Yes	Yes	No	Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun <input type="checkbox"/>	\$131.40 RatePer
2	1	9	Yes	4.00	FLC-XF4	No	Yes	Yes	No	No	Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun <input type="checkbox"/>	\$76.08 RatePer
2	1	9	Yes	4.00	FLC-4DF	No	Yes	Yes	No	No	Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun <input type="checkbox"/>	\$105.14 RatePer

Map Code / Cross Street: PG1 A29

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

Container pull/push out required?	No	* A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/Environmental Charge can be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.  If applicable to your account the Recycle Material Offset fee(RMO/RML) may vary from month to month based on the recyclable material commodity market conditions. The charge printed on this agreement represents the current fee and market conditions.
Container behind gate or enclosure?	No	
Customer's Waste Materials does not exceed an average weight of		

**SPECIAL INSTRUCTIONS**

RESUME ACCT#990-15511/LIMIT \$900/M1/SW/SALES ID 111/DELIVER 10 95 GALLON TOTES AND 2 4 YARD FRONT LOAD DUMPSTERS ON 11-05-10/CALL STACY @ 305-294-2461 FOR PLACEMENT INSTRUCTIONS/DELIVER IN AM/DNR 11-08-10

CUSTOMER DEPOSIT _____	TERM 1 month
P.O. NUMBER _____	
JOB NUMBER _____	
RECEIPT REQUIRED? No	BILL TO ACCT # _____
TAXABLE No	DISPOSAL SITE SWE

**SCHEDULE OF CHARGES**

Service Charge per Month	\$357.62
Casters/Locks	
Administrative Fee	
Extra Pick-up Charges Per Lift	
Extra Pick-up Charges Per Yard	
Extra Pick-up Charges Per Ton	
Hauling per Load	
Disposal per Ton	
Disposal per Load	
Total per Load	
Delivery Charge	\$0.00
Scheduled Charge	\$0.00
Removal Charge	\$0.00
Container Exchange Charge	\$0.00
Trip Charge	\$0.00
Franchise Fees	
Minimum Charge per Month	

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

TERMS: DUE UPON RECEIPT

CUSTOMER  
*Stacy Pollack*  
AUTHORIZED SIGNATURE  
NAME (PRINT OR TYPE) Stacy Pollack  
TITLE Sales Mgr.

COMPANY  
*Margaritaville*  
AUTHORIZED SIGNATURE  
TERRITORY NUMBER  
01710  
(DATE)



# SERVICE AGREEMENT NON-HAZARDOUS WASTES

## Collection Service Agreement Terms And Conditions

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. **TERM.** The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.

3. **SERVICES GUARANTY.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on past due amounts accruing from the date of the invoice at a rate of eighteen percent (%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties.

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

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


7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement.

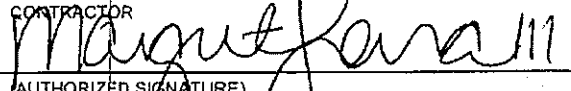
8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

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

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

CUSTOMER  
  
 (AUTHORIZED SIGNATURE)  
 X Sales Manager 4/25/10  
 (TITLE) (DATE)

CONTRACTOR  
  
 (AUTHORIZED SIGNATURE)  
 1098  
 TERRITORY NUMBER (DATE)



**Commercial  
SERVICE AGREEMENT**  
NON HAZARDOUS WASTES

Renewal Contract   
 SIC Code 5812  
 Type of Business Eating and Drinking Places

**WM of the Florida Keys**  
 125 Toppino Industrial Rd.

RocklandKey, FL 33040  
 Phone: (305) 296-8297  
 Fax:

**WM 76339320**

Customer Account No \_\_\_\_\_  
 Reason Code NBT  
 Effective Date 11/05/2010

Account Name: Margaritaville (Y)  
 Service Address: 500 Duval St  
  
 City, Zip: Key West, Fl 33040  
 County/Parish: Monroe  
 Tel #: 305-294-2461 Fax #: 305-294-9147  
 Contact: Stacy Pollack E-Mail:

Billing Name: Margaritaville (Y)  
 Billing Address: 500 Duval St  
  
 City, Zip: Key West, Fl 33040  
 County/Parish: Monroe  
 Tel #: 305-294-2461 Fax #: 305-294-9147  
 Contact: Stacy Pollack E-Mail:

**EQUIPMENT/SERVICE SPECIFICATIONS**

Qty	Freq	Occurs	On Call	Size	Equip	Recy	Temp	Lids	Wheels	Locks	Schedule & Route No.	Charge(s)
5	1	9	Yes	95.00	RLY-PZ1	Yes	Yes	Yes	Yes	No	Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun <input type="checkbox"/>	\$38.40 RatePer
Map Code / Cross Street: PG1 A29												
To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be inapplicable and not affect the validity of this agreement:												
Container pull/push out required?										No		
Container behind gate or enclosure?										No		
Customer's Waste Materials does not exceed an average weight of										If applicable to your account the Recycle Material Offset fee(RMO/RML) may vary from month to month based on the recyclable material commodity market conditions. The charge printed on this agreement represents the current fee and market conditions.		

**SPECIAL INSTRUCTIONS**  
 RESUME ACCT#990-16658/LIMIT \$200/M1/RECYCLE/SALES ID 1117/DELIVER 5 95 GALLON TOTES FOR RECYCLE ON 11-05-10/CALL STACY @ 305-294-2461  
 FOR PLACEMENT INSTRUCTIONS/DELIVER IN AM/DNR 11-08-10

CUSTOMER DEPOSIT \_\_\_\_\_ TERM 1 month \_\_\_\_\_  
 P.O. NUMBER \_\_\_\_\_  
 JOB NUMBER \_\_\_\_\_  
 RECEIPT REQUIRED? No \_\_\_\_\_ BILL TO ACCT # \_\_\_\_\_  
 TAXABLE No \_\_\_\_\_ DISPOSAL SITE SWE \_\_\_\_\_

**SCHEDULE OF CHARGES**

Service Charge per Month	\$38.40
Casters/Locks	_____
Administrative Fee	_____
Extra Pick-up Charges Per Lift	_____
Extra Pick-up Charges Per Yard	_____
Extra Pick-up Charges Per Ton	_____
Hauling per Load	_____
Disposal per Ton	_____
Disposal per Load	_____
Total per Load	_____
Delivery Charge	\$0.00
Scheduled Charge	\$0.00
Removal Charge	\$0.00
Container Exchange Charge	\$0.00
Trip Charge	\$0.00
Franchise Fees	_____
Minimum Charge per Month	_____

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

TERMS: DUE UPON RECEIPT

CUSTOMER Stacy Pollack w/25/10  
 (AUTHORIZED SIGNATURE) Stacy Pollack (TITLE) Sales Mgr.  
 NAME (PRINT OR TYPE)

COMPANY Margaritaville  
 (AUTHORIZED SIGNATURE) [Signature] (DATE) 06/17/10  
 TERRITORY NUMBER

# 2009 Financial

Parrothead MOTM Streetfair - November 6, 2009

Income:	\$ 13,551.15
COGS:	(2750.73)
Labor:	(958.00)
Sales Tax	(945.57)
Ice	(600.00)
Waste Mgmt	(394.00)
License Fee	(25.00)
City Advertising	(28.58)
Posters	(55.00)
Recycle Cert.	(50.00)
City of Key West	(433.09)
Deposit City of Key West	<u>(1000.00)</u>
Net Income	<u>\$ 6,311.18</u>



# CERTIFICATE OF LIABILITY INSURANCE

OP ID D2

DATE (MM/DD/YYYY)

06/27/10

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).

<b>PRODUCER</b>  Momentous Insurance Brokerage 5990 Sepulveda Blvd, Suite 550 Van Nuys CA 91411 Phone: 818-933-2700 Fax: 818-933-2701	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: <b>MARGA-6</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Margaritaville Enterprises Margaritaville Cafe Key West, LLC Eric Forward 6800 Lakewood Plaza Drive Orlando FL 32819	INSURER A: Fireman's Fund Insurance Co.	NAIC #
	INSURER B: The Hartford	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

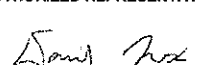
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			MXX80921053	06/28/10	06/28/11	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X				MED EXP (Any one person) \$ 10000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2000000
							PRODUCTS - COMP/OP AGG \$ 2000000
							Liquor Li \$ 1000000
A	AUTOMOBILE LIABILITY			MXX80921053	06/28/10	06/28/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO		X				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			72WECLR7318	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$ 500000
							E.L. DISEASE - POLICY LIMIT \$ 500000

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

THE CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED FOR November 5, 2010 ONLY.

**CERTIFICATE HOLDER****CANCELLATION**

THE CITY OF KEY WEST 5252 Angela Street Key West FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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# Parrotheads

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

EVENTS (INITIAL SIGNOFF):

Marie Patchyn 6/29/2010  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

Please approve  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC WORKS

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

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

POLICE DEPARTMENT

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

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRE DEPARTMENT

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

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

KWDOT/PORT

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

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CODE COMPLIANCE

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

CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EVENTS:

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

(if denied attach explanation)

# Panrot heads

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

### EVENTS (INITIAL SIGNOFF):

Maria Patchyn 6/29/2010  
SIGNATURE DATE

### CONDITIONS/RESTRICTIONS:

Please approve

### PUBLIC WORKS

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

### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### POLICE DEPARTMENT

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

### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### FIRE DEPARTMENT

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

### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### KWDOT/PORT

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

### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### CODE COMPLIANCE

Jim Young 30 Jun 10  
SIGNATURE DATE

### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### EVENTS:

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

DENIED \_\_\_\_\_

(if denied attach explanation)

# Parrotheads 2010

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

### EVENTS (INITIAL SIGNOFF):

Maria Ratchuk 6/29/2010  
SIGNATURE DATE

### CONDITIONS/RESTRICTIONS:

Please approve

### PUBLIC WORKS

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

### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### POLICE DEPARTMENT

Sam 7/5/10  
SIGNATURE DATE

### CONDITIONS/RESTRICTIONS:

Starting levels similar  
to last year  
no outstanding issues

### FIRE DEPARTMENT

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

### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### KWDOT/PORT

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

### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### CODE COMPLIANCE

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

### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### EVENTS:

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

(if denied attach explanation)

# Parrotheads 2010

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

### EVENTS (INITIAL SIGNOFF):

Maria Patchyn 6/29/2010  
SIGNATURE DATE

### CONDITIONS/RESTRICTIONS:

Please approve

### PUBLIC WORKS

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

### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### POLICE DEPARTMENT

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

### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### FIRE DEPARTMENT

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

### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### KWDOT/PORT

Thye HW 7-2-10  
SIGNATURE DATE

### CONDITIONS/RESTRICTIONS:

Will re-route buses if necessary.

### CODE COMPLIANCE

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

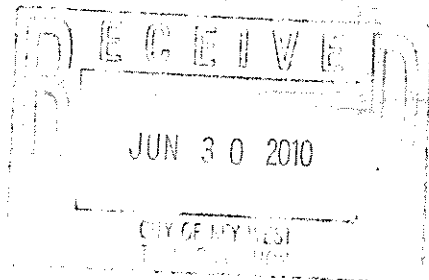
### CONDITIONS/RESTRICTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### EVENTS:

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

(if denied attach explanation)



Parrotheads 2010

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

EVENTS (INITIAL SIGNOFF):

Marie Patchen 6/29/2010  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

Please approve

PUBLIC WORKS

[Signature] 7/6  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

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

KWDOT/PORT

CONDITIONS/RESTRICTIONS:

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

CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:

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

EVENTS:

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

DENIED \_\_\_\_\_

(if denied attach explanation)

*Parrothead's 2010*

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

EVENTS (INITIAL SIGNOFF):

*Maria Patecki 6/29/2010*  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

*Please approve*

PUBLIC WORKS

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

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

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

CONDITIONS/RESTRICTIONS:

FIRE DEPARTMENT  
*John P. ... 7/13/2010*  
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

*IF ANY BOOTHS WILL HAVE COOKING,  
ANY AND ALL BOOTHS WILL BE  
INSPECTED BY THE FIRE MARSHAL'S OFFICE.*

KWDOT/PORT

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

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE

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

CONDITIONS/RESTRICTIONS:

EVENTS:

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

DENIED \_\_\_\_\_

(if denied attach explanation)



**THE CITY OF KEY WEST**

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

**RELEASE AND INDEMNIFICATION  
Paradise Charitable Foundation  
Parrotheads**

**November 5, 2010  
8:00 a.m. to 6:00 p.m.**

I **Stacy Pollack** being authorized to act on behalf of and legally bind **Paradise Charitable Foundation** 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.

Michele Huss  
Signature of Witness

Michele Huss  
Print Name

7-15-10.  
Date

Stacy Pollack  
Signature of Applicant

Stacy Pollack  
Print Name

7/15/10  
Date

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