CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) MOTE MARINE Laboratory - JAIDN Was
Address of Applicant(s) POBox 291 Key West, FL 33041
Phone Number of Applicant(s) 305.393-6022 Fax: 768-0268 Email jwolf @ MOTE-DEG
Name of Non-Profit (s) MOTE MARINE LABORATORY
Address of Non-Profit(s) 35 EAST QUAY RO KEY WEST, PL 33040
Phone Number of Non-Profit(s) 305-393-6022
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving
Date/Dates of Event March 29th (28th SET-UP) 2014
Hours of Operation 8n - 7pm
Estimated/anticipated number of persons per day
Location of Event Trumpa Waterfront - Florida Keys Eco Discovery Ctr
Street Closed StrEET Along Navy Boat RAMP (SEE ATTACKED)
Detailed description of event SEE Attached INFO
Noise exemption required: Yes No
Alcoholic beverages sold/served at event: Yes No
The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permittee agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all iability, 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 hing in any manner related to said event and its operation irrespective of negligence, actual or elaimed, upon the part of the city their agents or employees. Date Date
Financial Statement of the event of the previous year must be submitted with application

ORDINÁNCE 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 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 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 APPLICATION TO LIST AN EMERGENCY CONTACT 6-57 PERSON: AMENDING SECTION ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED; AMENDING SECTION 6-58 TO PROVIDE FESTIVAL MAJOR SPONSORS MAKE APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING HANDICAP-ACCESSIBLE FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE

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

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

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

Sec. 6-26. Payment for city services.

- (a) The organizer or sponsor of any festival, street fair, fair, carnival, athletic event, contest, competition, parade, fundraiser, rally, boat or car race or other special event which requires city authorization, whether by administrative permit or city commission approval, and which requires the provision of additional or extraordinary support services by police, fire, administrative, or other city departments in order to maintain order or safety or to escort participants shall pay to the city the cost of such services. A down payment of ten percent (10%) of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten (10) days prior to the event.
- (b) The city manager shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment. If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is

^{*(}Coding: Added language is <u>underlined</u>; deleted language is struck through.)

established, then within thirty (30) days after the event the city may impose an interest charge on the amount due at the rate of one and one half percent (1-1/2%) per month.

- (c) The city commission may grant special exceptions to this section for cause shown upon the public record.
- (d) The first \$500.00 \$1,000.00 of costs as specified in subsection (a) of this section may be waived for any organizer or sponsor which has qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the event a public accommodation subject to the human rights provision of the section 38-225.
- (e) Any nonprofit organization accepting the waiver provided for by subsection (d) of this section shall, within 90 days following the special event, submit to the city commission an accounting of expenses and revenues incurred and generated during the event.

Section 2. That section 6-27 is hereby added to the Code of Ordinances as follows:

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

No booth or stall set up for a special event and serving any amount or type of food and/or beverage, or selling merchandise, shall be placed directly in front of, or within five(5) feet of the property line of, a restaurant or a bar or a retail store (selling

primarily the same or similar merchandise), unless the owner of the restaurant, the bar or the store consents. This section shall not apply to major festivals as defined in section 6-58.

Section 3. That section 6-56 of the Code of Ordinances is hereby amended as follows:

Sec. 6-56. Application.

- (a) Except as provided in section 6-58, Aat least 60 days prior to a proposed special event that will result in the closing of a public street, the sponsor shall submit an application to the city manager. An application may be made either by a tax-exempt nonprofit organization (nonprofit) or jointly by a nonprofit and a private person or business entity.
- (b) If the city manager approves the application, he shall then schedule it for consideration by the city commission. However, if the special event proposes to close only one block, is intended to end prior to 9:00 p.m. on any day of the year, and does not seek either a fee cost waiver or a noise exemption, the city manager may give final approval to the application.
- (c) Each application shall include the name of a sponsor's contact person and that person's 24-hour telephone number(s), in case of emergency.
- Section 4. That section 6-57 of the Code of Ordinances is hereby amended as follows:

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

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

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

Sec. 6-58. Major festival.

(a) A major festival is a special event of regional impact. Major festivals are: FancyFantasy Fest, Hemingway Days, Goombay Festival, Conch Republic Celebration, the Poker Run, the Valentine's Day event for Wesley House, the Red Ribbon event at Mango's Mangoes, and such other special events as may be added or subtracted by resolution of the city commission. Private persons

or business entities who sponsor major festivals are not required to provide funds to a non-profit organization per section 6-57. An application for a major festival must be received in the city manager's office at least six (6) months in advance of the scheduled event.—have a non-profit coapplicant or to-provide a percentage of revenues to a charitable cause.

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

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

Sec. 6-61. Temporary bathroom facilities.

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

<u>Section 9</u>. This Ordinance shall go into effect on January 1, 2003.

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City Attorney's Office



Phone: (305) 292-8110 Fax: (305) 292-8227

MEMORANDUM

TO:

Mayor & Members of the City Commission

FROM:

Robert Tischenkel

City Attorney

RT

DATE:

October 17, 2002

RE:

13

Special Events Ordinance

Second Reading

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

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

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

- 1. All Applicant(s) must fill out a City of Key West (City) application form provided to you by the Office of the City Manager.
- 2. Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.
- 3. Application(s) must provide comprehensive liability insurance insuring itself and the City against all claims of damages or injury to persons or property arising for any reason as a result of the activities associated with the special event permitted by the City. The insurance policy shall be written by a solvent insurance company in good standing and shall provide a minimum of \$1 million general liability. The policy shall show the City of Key West as an additional named insured.

 Sponsor's Signature
- 4. The applicant shall indemnify and hold the City harmless from all losses, claims, damages, liabilities, and expenses which may be incurred by the City or which may be claimed against the City by any person, firm to the person or property of any person, firm, corporation, or entity which are consequent or arise from the activities of the permit holder or its equipment, employees, agents, guests, licensees, or invitees for the permit holder activities or which damages/injuries are consequent or arise from permit holders failure to comply with all applicable laws, statutes, ordinances and regulations.

Sponsor's Signature

- 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

out an application thirty days before the event. Processing fee for the application \$50.00. Sponsor's Signature 9. All applications are subject to approval at the discretion of the City Manager at City Commission. Sponsor's Signature 10. Notice of the city commission's proposed action on an application for a special	nd/or I event
9. All applications are subject to approval at the discretion of the City Manager a City Commission. Sponsor's Signature 10. Notice of the city commission's proposed action on an application for a special	l event
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10. Notice of the city commission's proposed action on an application for a special	red to
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permit shall be mailed prior to the meeting at which the matter is to be conside	or the
all property owners and occupants of property located within a 100-foot radius	
proposed special event. Notice of such proposed action also shall be published newspaper of general circulation in the city at least five days prior to the date of	
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 o	
city departments shall pay to the city the cost of such services. A down paymen	
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	ne .
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 suc	h
sponsor shall render the special event a public accommodation subject to the hu	man
rights provision of the section 38-225.	
Sponsor's Signature	
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commission an accounting of expenses and revenues incurred and generated dur	
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Sponsor's Signature	
14. Whenever the sponsor of a special event provides temporary bathroom facilities	on
the public right-of-way, at least five percent of those facilities or one of those	
facilities, whichever is the greater number, shall be accessible to persons with	
physical disability.	
Sponsor's Signature	
15 Where a new on has not applied for a special event name t and an event at it's less	ation
15. Where a person has not applied for a special event permit and an event at it's loc spills into a street, causing the police department to close all or a portion of the s	
the person sponsoring the event shall pay all such extraordinary service costs inc	
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

 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



December 26th, 2013

RE: Florida Keys Ocean Festival Designation of Funds

To Whom it May Concern,

The Florida Keys Ocean Festival is a free event in Key West that raises money for Mote Marine Laboratory's Protect Our Reefs program, currently engaged in restoring coral reefs in the Lower Keys.

Mote is the event planner and 100% of the proceeds from this event go directly to Mote.

Sincerely,

Jasøn Wolf

Mote Marine Laboratory

Protect Our Reefs Program

305-393-6022

jwolf@mote.org

Complete Checklist for Event Recycling City of Key West

0	Identify contact person at the festival responsible for working with recycling. Name of person:Phone number:
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:
0	Define the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every 1 trash barrels will be used). Amount of recycling and garbage containers needed:
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 Management. 305 296-2825. Arrangements made:
0	Capacity of containers on grounds: Contact person for containers: Phone #:
	Contact person for containers: Phone #:
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: Volunter Coordinated – Tompourry Stories At Arrange for pick-up of the recyclables. The agency providing containers will often take the
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

	MASTE MANAGEMENT 15 SUPPLYING ALL CONTAINERS Monitor recycling containers for correct usage during the event and take actions to solve problems.
0	Monitor recycling containers for correct usage during the event and take actions to solve problems. Problems:
	Actions taken:
0	View trash barrels and note any recyclables in the trash. Take actions to solve problems. 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.
0	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
	4488-1330-1989-0922
	4488-1330-1989-0922 6/16-227

Mote Marine Laboratory 5th Annual Florida Keys Ocean Festival Recycling Plan

Saturday March 29th, 2014 8am – 6pm

Location:

Nancy Foster Florida Keys Eco-Discovery Center 35 East Quay Rd. Key West, FL 33040

Recycling coordinators:

Roberta DePiero – Event Planner

Jason Wolf – Event Coordinator

Trevor DeVooght – Volunteer Coordinator

Recycling Plan:

- Review event policies, timeline, and location of trash/recycle facilities with event volunteer staff.
- Waste Management has been contracted to supply recycling and waste containers for the entire
 event and these containers will be placed in more than 20 locations on the grounds of the event.
- We have 4 teams of volunteers that are in charge of checking on trash, recycling, and the grounds during the event on a rotation basis and by sight.
- Recycling and waste containers will be placed at each food, drink, area with 2 recycling containers being places near any venue where any type of drinks or recyclables are being sold or served.
- In addition to the recycling containers provide for the event by Waste Management, the NOAA facility is proving additional trash, recycling, and containment facilities for waste and recyclable materials.
- Waste Management is scheduled to pick up all waste and recycled materials following the event.

Thank You!



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

Pursuant to my request to conduct a special event requiring authorization by the City Commission, I agree that throughout the event I will keep the premises clear of accumulated recyclables, trash and debris. This includes emptying trash and recycle cans on a regular basis for the duration of the event.



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

RELEASE AND INDEMNIFICATION

Mote Marine Laboratory

Florida Keys Eco Discovery

Ocean Festival

March 29, 2014

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

Signature of Witness	Signature of Applicant
Print Name	Print Name
Date	Date

Client#: 1132234

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/26/2013

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

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

PRODUCER		CONTACT Rachael Austin										
BB&T Insurance Services, Inc	:.	PHONE (AJC, No, Ext): 941 748-1431 FAX (AJC, No): 8	662420807									
1111 8th Avenue W P.O. Box 9029 (34206)		E-MAIL ADDRESS:										
		INSURER(S) AFFORDING COVERAGE	NAIC#									
Bradenton, FL 34205		INSURER A: Markel Insurance Company	38970									
INSURED		INSURER B: FCCI Commercial Insurance Compa	33472									
Mote Marine Labora		INSURER C: Indian Harbor Insurance Company	36940									
1600 Ken Thompso	2000 - 00 - 00 - 00 - 00 - 00 - 00 - 00	INSURER D:										
Sarasota, FL 34236	*	INSURER E:										
		INSURER F:										
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:										

CERTIFICATE NUMBER: COVERAGES 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.

-	XCLUSIONS AND CONDITIONS OF SUCH						IVIO.				
INSR	TYPE OF INSURANCE	ADDL SUBR POLICY NUMBER POLICY EFF POLICY NUMBER (MM/DD/YYYY) (MM/D					LIMITS				
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	COMMERCIAL GENERAL LIABILITY			published detailing Art - Such a Multi-delay Make delay reday site da Abrasia			DAMAGE TO RENTED PREMISES (Ea occurrence)	s1,000,000			
	CLAIMS-MADE X OCCUR	l					MED EXP (Any one person)	\$10,000			
							PERSONAL & ADV INJURY	\$1,000,000			
1							GENERAL AGGREGATE	\$2,000,000			
1	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$1,000,000			
	X POLICY PRO- JECT LOC			14			(*)	\$			
A	AUTOMOBILE LIABILITY			1002\$\$3363013	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident)	_{\$} 1,000,000			
	ANY AUTO				3		BODILY INJURY (Per person)	\$			
	ALL OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$			
1	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$			
								\$			
A	X UMBRELLA LIAB X OCCUR			4602SS333625	01/01/2014	01/01/2015	EACH OCCURRENCE	\$2,000,000			
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$2,000,000			
	DED X RETENTION\$10,000							\$			
В	WORKERS COMPENSATION			BINDER11417299	01/01/2014	01/01/2015	X WC STATU- TORY LIMITS ER				
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000,000			
	(Mandatory in NH)	H, A	I				E.L. DISEASE - EA EMPLOYEE	\$1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000			
Ç	Professional			PEC000237213	04/16/2013	04/16/2014	\$1,000,000 Each Cla	im			
	Liability						\$1,000,000 Aggregat	te			

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

Re: Florida Keys Ocean Festival. March 28-30, 2014 11:00 am - 6:00 pm.

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

CERTIFICATE HOLDER	CANCELLATION
City of Key West 3132 Flagler Avenue Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Rey West, 12 30040	AUTHORIZED REPRESENTATIVE
	Codet Joyla

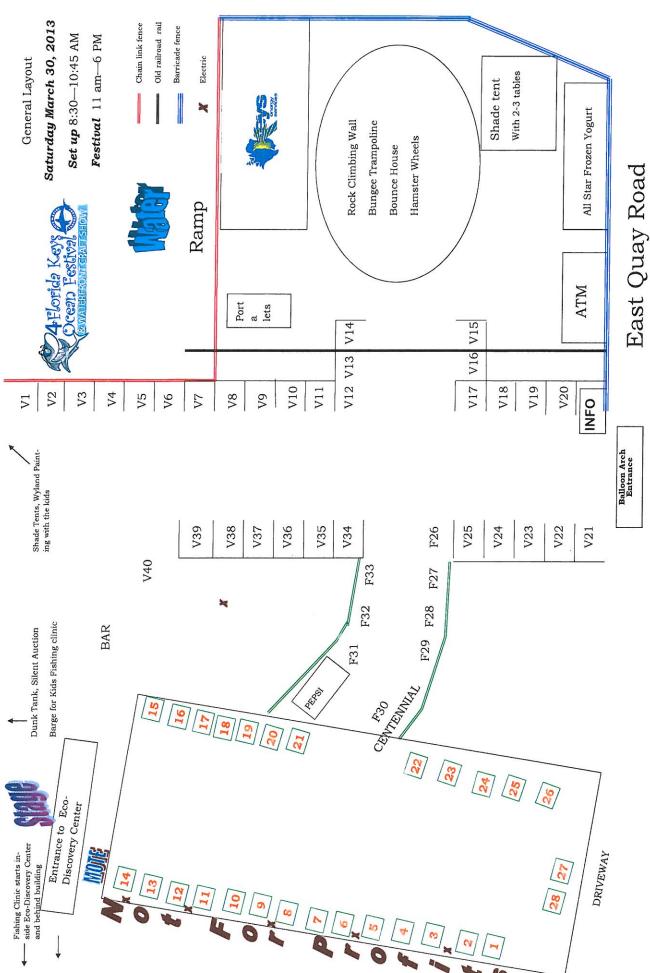
CANCELLATION

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	Sponsors \$ 500.00 Blue Heaven \$ 500.00 Charlie Mac's \$ 500.00 Dolphin Marina \$ 250.00 First State Bank \$ 100.00 Fury \$ 625.00 Fury Dunk Tank in kind Key West Bait & Tackle inkind Key West Harbor Service inkind MJ Webster \$ 1,600.00 Keys Energy Services \$ 3,000.00 Sandi Burns \$ 3,000.00 Sandi Burns \$ 250.00 Sandi Burns \$ 250.00 Sandi Burns \$ 250.00 Southernmost Hotel \$ 250.00 Southernmost Ducks \$ 250.00 Westin \$ 1,000.00 Westin \$ 1,000.00 Sponsorship due \$ 1,000.00 Looe Key \$ 500.00
	\$100 All Star Frozen Yogurt All Star Frozen Yogurt \$50 Candy by Jamie Blache \$0 Centenniel Bank \$50 Charlie Mi Shannon Kennedy \$50 Key Lime P Jim Brush \$50 Shirley's Ick Mark Roberts \$0 Smokin Tt Charlie Bauer Smokin Tuna \$50 Tropix Del Shantel Wilder \$350 \$450 \$450
\$1,000 \$750 \$500 \$250 \$10,000 \$1,500 \$1,500 \$500 \$5,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	FOOD son 1 2 Glenda McClaine 3 Woodrum Frechnall Frechnal Frechna
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2013 Income FINAL Donations/fish tank Pepsi Fishing Rods raffle Retail bar 10% Silent Auction Silent Auction Syonsors Vendors - Art Vendors - Food Mobile Mountain Centenniel Food Fury Dunk Tank SK Race Hoebee Original Shark Naming Wyland (half of the ame Due	Craft Vendors 2 2 4 4 7 7 11 12 13 15 16 20 22 22 25 25

Norman	Choff	31011	Weisinger	Lane	Skiba	Watson	Villone	Purdy	6	a coductor	nosebuson	Earls	Avery	Vergamo	Riley	Gomez	Shaw	Huhtamaki		Keller	Moore											•																
Nature's Tre lay		ואמתווכמו ואס		North by So Yvonne) Paradise Pe David) Purdy Jewel Jeanne	Purdy Jewelry) The Girlz Loret	Tropical Tiki Sandee) Wool Pearls Gail	Wool Pearls	You'll love it Tania) Zen by Kare Karen			\$137	\$234	\$125	\$135	\$0 trade	\$465	\$434	\$690	\$200	\$822	\$1,404 468	\$300	\$500	\$30	\$200	\$300	\$200	\$2,789	\$100	\$550	\$0	\$670	\$163	\$375	\$473	\$295	\$600
26 \$50					28 \$50	31 \$100	32	33 \$50						38 \$50	39 \$50	40 \$100	41	\$50	\$50	\$2,100	Expenses:	2nd trot prinitn	Tuna trot printing	Silent auction letters	Silent auction mailing	Bait	passports/treasure printed	School Flyers/posters	banners	Pepsi Products	Event T-shirts	Race T-shirts	Race Ad	Race fee	spray paint	balloon arch	Police 6 hrs	Waste Management Garbage	Four Star Rental	Conch Color	Clear Channel	US 1 Radio/Conch Country	Citizen	Keynoter	FLA-KEYS.com	Keys Weekley	Travel Host	Comcast

\$4,000	\$1,275	\$1,600	\$667	\$215	\$19,817	\$51,714	-\$19,817	\$31,897
Coordinator	Main Stage & Sound	Band	Wyland Supplies	Campsite	expenses total:	Income	Expenses	TOTAL NET INCOME





Saturday March 29, 2014





KEY WEST FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

Please Check All That Apply To This Event

Cooking Deep Frying/Open Flame Charcoal Grill Gas Grill Food Warming Only Catered Food Plan for Cooking Oil Disposal No Cooking on Site
Electrical Power Generator 110 AC with Extension Cords DC Power
Road Closure Map of Closed Road with Fire Lane & Vendor Booth(s) Locations
Tents (More Than 200 SqFt.) Flame Resistance Certificate Size, Type, Location of Tent(s) FOUR STAR RENTOLS
Food Booths Food Booths - Total # 10 Vendor Booths - Total # 40 Total Number of Booths - 50
Parade Floats – Total #



Parking Requests for Special Events

Please describe any Special Event Parking requests below:
NA
Mallory Square Rates: \$4.00 per hour or \$32.00 per day per space
Key West Bight Rates: \$2.00 per hour or \$16.25 per day per space
On-Street Meter Rates: \$1.50 per hour or \$20.00 per day per space.
Vendors and Event Organizers must pay for metered parking used outside of Event Zone.
Modification of rates or parking waivers can only be approved by City Commission.
If you have any questions, please contact John Wilkins, Parking Manager at (305) 809-

Internal Revenue Service

Date: June 10, 2002

Mote Manne Laboratory 1600 Ken Thompson Pkwy Sarasota, FL 34236 Department of the Treasury

P. O. Box 2508 Cincinnati, OH 45201

59-0756643

Person to Contact:
April C. Howard
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:

Dear Sir or Madam.

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in July 1977 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA)

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Mote Marine Laboratory 59-0756643

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts, Director, TE/GE Customer Account Services

John & Folto

ATTACHMENT A

LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPE	ene	*	_	_	_														
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LICENSE NUMBER

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

GENE	RAL PROVISION	S.			1402110110,	עאא,			
1. PRO	PERTY LOCATION	ON			2.	DATES	COVERED		
KEY	KEY WEST, FLORIDA					-			
3, DESC	CRIPTION OF PR	OPERTY (INCLUDE	ROOM AL	VD BUILDIN	G NUMBER	ROM:	OF APPROPRIATE	TO:	
TRUM	IAN WATERF	RONT PROPER	TY				W HI T KOPKIATE,	,	
4. PURP	OSE OF LICENSI	3							
-								4-	
5. LICEN	ISOR		5a. CITY	REPRESENT	TATIVE (TI	TLE AN	D ADDRESS)		
CITY	of key west	•	DOUG 1	BRADSH	AW, POR	T PRO	JECT MANAC	GER, P.O. BO	X 6434, KEY WEST, FL
6. LICEN	SEE (NAME AND	ADDRESS)	23041-0	157, (505)	003-3792				
	6. LICENSEE (NAME AND ADDRESS) 68. LICENSEE REPRESENTATIVE (NAME/ADDRESS/PHONE))				
	7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE) (IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 78 "AMOUNT"								
a. AMOUN) Tr	b. FREQUENCY	PAYMEN	T IS REQUI	RED, ENTE	R "NO	IE" UNDER ITEM	7a "AMOUNT"	
a. AWOUN	11	PAYMENTS DUE	ı	c. FIRST	DUE DATE	ŀ	i. to (mailing a	ADDRESS)	
	One time paymen			Submitte	ed with Lie	cense	Port office at P.	O Box 6434,	Key West, FL 33041-6434
¥			8, ADDI	TIONAL CH	LARGES FO	R USE	OF PROPERTY		
a. AMOUNT	CEACH .	(IF NO CASH) b. FREQUENCY	AYMENT	IS REQUIR	ED, ENTER	"NON	E" UNDER ITEM 8	a "AMOUNT"	
PA YMENT)		PAYMENTS DUE		c. FIRST DI	JE DATE	d.	TO (MAILING AL	ODRESS)	
						P	ort office at P.(D Box 6434,	Key West, FL 33041-6434
	OT 137107 11		9. INSUR	ANCE REQU	JIRED AT B	XPENS	B OF LICENSE		
7	YPE (IF ANY OR AL	L INSURANCE REC	QUIREME	NTS HAVE	BEEN WAL	VED, E	TER "NONE" IN	a, b, c, OR d AS	APPROPRIATE)
a. FIRE AND	the state of the s	MINIME	M AMOU	INT		Т	YPE	1	INIMUM AMOUNT
b. THIRD PAI	RTV	SEE I	TEM #1	0	IN	JURY P	TY PERSONAL ER PERSON		SEE ITEM#10
PROPERTY D	AMAGE		TEM#10)			TY PERSONAL R ACCIDENT	S	SEE ITEM #10
10. GENERAL	10. GENERAL CONDITIONS (SEE ATTACHED) Licensee shall carry (A.) COMPREHENSIVE AUTOMOBILE INSURANCE AND VEHICLE LIABILITY INSURANCE FOR OWNED AND NON-OWNED VEHICLES COVERING CLAIMS FOR INJURIES TO MEMBERS OF THE PUBLIC AND/OR DAMAGES TO PROPERTY OF THE PUBLIC AND/OR DAMAGES TO PUBLIC AND/OR								
Licensee shall over VEHICLES CO	CERTY (A.) COMPR	EHENSIVE AUTOM	OBILE IN	SURANCE .	AND VEHIC	CLE LIA	BILITY INSURAL	NCE FOR OWN	ED AND NON-OUNTED
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THE PROVISIO	ONS IN ATTACH	MENT B AND C.	TATALIA (DAL AGGRE	GATE FOR	THET	ERM OF THE LIC	ENSE. LICENS	UNT OF 1 MILLION E IS FURTHER SUBJECT TO
				II. EXECUT	TON OF LIC	CENSE			
FOR				ВУ					T
CITY OF KEY		NAME AND TITE	LE				SIGNATURE		DATE
WEST	MR. ЛМ	SCHOLL, CITY	MANA	GER					
LICENSEE									
								56845 TWO	

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE.

ATTACHMENT B: GENERAL CONDITIONS

- The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- C. The use shall be limited to the purposes specified herein. Licensor does not warrant or represent that the property is safe or suitable for the purpose for which Licensee intends to use it, and Licensee assumes all risks in its use.
- 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 Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.
- f. The Licensee, at its own cost and expense shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determine by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share on demand.
- g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licenser, the Licenses shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License.
- h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required for the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to City of Key West property shall name the Licensee and the City of Key West, as the insured and shall contain a loss payable clause reading substantially as follows: "Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the City of Key West and the proceeds shall be payable to the City of Key West". In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the City of Key West for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement,

Initials of Applicant

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

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

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 \$\square\text{refundable deposit}\$ and a \$\square\text{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.
- The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. without prior approval by Licensor.
- No generators associated with the event shall operate after 6 p.m. and before 8 a.m.
- The leased site must be maintained in an orderly and neat condition. Licensor may request Licensee to improve conditions of site within reason if conditions become unacceptable.
- The Licensee shall notify the Truman Annex Master Property Owner's Association (TAMPOA) at least 30-days prior to the activity.
- 10. Ingress/egress by the licensee shall be coordinated with the Licensor.
- 11. The Licensee must provide or ensure 24-hour security for the licensed area either thru security guard or by fencing with locking gates.
- 12. City of Key West personnel shall be allowed access to the site at all times.
- Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.

- Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
- Entrance to City of Key West buildings is not authorized.
- 16. No alcoholic beverages/non-prescription drugs or food may be brought onto or sold on Licensor's property without prior approval from the City Commission.
- 17. Licensee must provide own portable toilets.
- 18. No trash may be left on site. Use of City of Key West dumpsters is not authorized unless prior approval is obtained.
- Any use of NOAA's property or seawall must be coordinated with NOAA.
- 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.
- 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

Event Name: 5th Annual Florida Kogs Over FOSTIVAL

Special Event Checklist

Everything must be checked off before submitting the special event application

X	TITLE	COMMENTS
×	Special Event Application	
	Noise Exemption (If applicable)	
	\$50.00 for Noise	
X	Ordinance initialed	
X	Recycling checklist completed	
	Recycling deposit \$1,000.00	CREDIT CARD 0922 VISA
X	Recycling Plan	
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)	
X	Release & Idemnification Form	
X	Site Map (where barricades, stages, etc are to go)	
X	Letter from non profit that states they will be receiving the funds	

5th Annual Florida Keys Ocean Fostival March 29th (Setup 28th)

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

Maria Late	SIGNOFF):	CONDITIONS/RESTRICTIONS
SIGNATURE	DATE	
PUBLIC WORKS		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
POLICE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
KWDOT/PORT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
CODE COMPLIANCE		
		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
EVENTS: REQUEST HAS BEEN	APPROVED	
	DENIED	(if denied attach explanation)
2 1		
Doug Bradshau	J	
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"Annual Horda Keys Ocean Fastival March 29th (Setup 28th)

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

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Doug Bradshau	₩.		

"Annual Horda Keys Ocean Fostival March 29th (Setup 28th)

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

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PUBLIC WORKS	CONDITIONS/RESTRICTIONS:
SIGNATURE DATE	
POLICE DEPARTMENT	CONDITIONS/RESTRICTIONS:
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KWDOT/PORT	CONDITIONS/RESTRICTIONS:
SIGNATURE DATE	
CODE COMPLIANCE	
SIGNATURE DATE	CONDITIONS/RESTRICTIONS:
EVENTS: REQUEST HAS BEEN APPROVED DENIED	(if denied attach explanation)
Doug Bradshaw	

rsa D' Annual Horde Keys Ocean Testival march 29m (setup 28m) Mail CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS (in order of routing): COMPOSE Inbox EVENTS (INITIAL SIGNOFF): 1 04 pm (2 Starred CONDITIONS/RESTRICTIONS: Important Maria Lateria Sent Mail SIGNATURE Drafts (1) All Mail ADA PUBLIC WORKS AIDS M CONDITIONS/RESTRICTIONS: Bandroom Bayveiw RIGNATURE DATE bill BRAC Brett Budget POLICE DEPARTMENT CONDITIONS/RESTRICTIONS. Building Cemetery Christina H SIGNATURE DATE City Hall Code Commissione FIRE DEPARTMENT CS Depart CONDITIONS/RESTRICTIONS: Cyndee M DOT SIGNATURE DATE Dyna **EDF** KWDOT/PORT Employee's CONDITIONS/RESTRICTIONS. FMT PW SIGNATURE DATE Eng FMT CODE COMPLIANCE Fastenal Finance Fire CONDITIONS/RESTRICTIONS: Follow up Grainger SIGNATURE DATE Greg V GYM I.T. (3) **EVENTS**: REQUEST HAS BEEN APPROVED DENIED (if denied attach explanation) Deug Bradshaw

CITY OF KEY WEST

APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) Police Mercale Industrial State Industrial

Address of Applicant(s) Police 291 Key West Florida Industrial

Phone Number of Applicant(s) Industrial Fax: The cold Email West Grant Cold Address of Non-Profit (s) More Manual Lawrence

Address of Non-Profit (s) 35 Lawrence Research

Phone Number of Non-Profit(s) 350 Cold Research

SKMBT_C36013123113400 pdf

Mote Marine Lab's Fl. Keys Ocean Festival

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAI	L SIGNOFF):	CONDITIONS/RESTRUCTIONS
SIGNATURE	DATE	
PUBLIC WORKS		
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POLICE		
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FIRE DEPARTME	NT	SEE ATTACHED MEMO
Daniel Blanco	1/02/14	-
SIGNATURE	DATE	P
PORT/KEY WEST	DOT	
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CODE COMPLIAN	NCE	
SIGNATURE	DATE	
KEY WEST PROP	ERTY	
MANAGEM	MENT	
SIGNATURE	DATE	
PARKING DEPAR	TMENT	
SIGNATURE	DATE	







THE CITY OF KEY WEST

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

To: Jason Wolf (jwolf@mote.org)

From: Division Chief/Fire Marshal Danny Blanco

Date: January 02, 2014

Reference: Mote Marine Ocean Festival

This office reviewed the special event application for the Mote Marine Ocean Festival to be held at the Eco Discovery Center at the Truman Waterfront on March 29, 2014.

The following conditions apply:

- Any cooking that takes place on city property needs to have a Life Safety Inspection.
- Attached are the vendor regulations for special events.
- The closure needs to allow for emergency vehicle passage.
- Event coordinator is responsible for scheduling the inspection with this office.

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

Danny Blanco, Fire Marshal

Key West Fire Department 1600 N. Roosevelt Boulevard Key West, Florida 33040 305-809-3933 Office 305-292-8284 Fax

dblanco@keywestcity.com

Serving the Southernmost City

BALL LSBM MBX







THE CITY OF KEY WEST

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THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION

Mote Marine Laboratory

Florida Keys Eco Discovery

Ocean Festival

March 29, 2014

Dena Smith being authorized to act on behalf of and legally bind Mote Marine Laboratory 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.
Ex Beni	Alexander
Signature of Witness	Signature of Applicant
Lucy & Beica	Dena Smith CFO
Print Name	Print Name
01/02/2014	1/2/2014
Date	Date

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

541 Annual Florida Keys Ocean Fostival March 29, (setup 28th)

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIA	L SIGNOFF):	CONDITIONS/RESTRICTIONS:
CICLLA TUDE	DATE	
SIGNATURE	DATE	
PUBLIC WORK	(S	
SIGNATURE	DATE	
POLICE DEPAR	RTMENT	
SIGNATURE	DATE	
FIRE DEPARTM	/FNT	
TIKE DELAKIN		
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KEY WEST DO	г	
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DOUG BRADSH	AW/PORT	
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SIGNATURE	DATE	
PARKING DEPA	RTMENT	
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