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

Name of Applicant(s) Walker International Events, INC
Address of Applicant(s) 3618 WEBBER St. Ste 112 Sarasota, Fl. 34232
Phone Number of Applicant(s) 800.526.6577 Fax: 941 922 4797 Email
Name of Non-Profit (s) PAL
Address of Non-Profit(s) PAL
Phone Number of Non-Profit(s) $\mathcal{N}$
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving
Date/Dates of Event January 23Rd, 24m, 25mand 26m 2014
Hours of Operation Showning 5: 5:30 +7:30 an 1/23, 1/24. 3:00+5:30pm on 1/2 2:00 and 4:30 on 1/26/14 Estimated/anticipated number of persons per day 200 per show
Location of Event Thurson awar water Frant, across From NOAA
Street Closed V
Detailed description of event Family Style Kinkus when the
Big-top.
Noise exemption required: Yes
Alcoholic beverages sold/served at event: Yes No
The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permittee agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all liability, claims for damages, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or

Applicants Signature

claimed, upon the part of the city their agents or employees.

Date

10/25/13

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

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

\$50.00

Date 10/25/13

Applicant Name Walker International Events, INC
Applicant Address 3646 wetseen st, ste 112 Sanasota, F1. 34232
Applicant Phone Number 800.528.6577
Event Name Lincus, circus and use circus
Event Address/Location Truman awrex Water Front Jacobs From NOAA
Date of Event 123/14, 1/24/14, 1/25/14 and 1/26/14
Nature of Event Family Style Lineus when The
Rictop
Profit Non Profit
Time(s) Request for Exemption 4pm -> 10pm on 1/23 and 1/24 and 2pm -> 3pm on 1/25 and 1/26/14.  Number of Exemptions at this location this calendar year
Date of last exemption 1124 - 112 - 112

#### 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 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 THE APPLICATION TO LIST AN EMERGENCY CONTACT PERSON; AMENDING SECTION 6-57 ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET CLOSED; AMENDING SECTION 6-58 TO PROVIDE MAJOR FESTIVAL SPONSORS APPLICATION SIX MONTHS IN ADVANCE AND SALES APPROVE CERTAIN OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING HANDICAP-ACCESSIBLE TO 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 of 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

<sup>\*(</sup>Coding: Added language is <u>underlined</u>; deleted language is <del>struck</del> 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.

 $\underline{\text{Section 2}}$ . 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.

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 day of, 2002.					
Authenticated by the presiding officer and Clerk of the					
Commission on day of, 2002.					
Filed with the Clerk November 21 , 2002.					
Jenny Velkley					
ATTEST:					
Chery Smith					
CHERVI, SMITH CHITY CLERK					

City Attorney's Office



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

#### **MEMORANDUM**

TO:

Mayor & Members of the City Commission

FROM:

Robert Tischenkel DT

City Attorney

DATE:

October 17, 2002

RE:

Special Events Ordinance

Second Reading

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

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

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

- 1. All Applicant(s) must fill out a City of Key West (City) application form provided to you by the Office of the City Manager.
- 2. Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.
- 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 Atlantance 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.
- 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 Latur Welagy
- 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 Later William
- 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 Muly;
- 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.

insurance.
Sponsor's Signature Latw Mely

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

  Sponsor's Signature All Mulippe
- 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 with multiple.
- 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 Alexander.
- 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 Alla Melay
- 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 Latin Mulager
- 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 Additional Sponsor's Sponsor's Signature Additional Sponsor's Sponsor's
- 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

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 Later Mely

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 Mullipper Company of the size of the event being requirements for special events can be found on the city's website. This will help you develop your plan.

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 Later Mussef

## Complete Checklist for Event Recycling City of Key West

/	
	Identify contact person at the festival responsible for working with recycling.  Name of person: Phone number: 941, 350, 4282; 300, 526, 657
<b>V</b>	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: Plastic Sacs + Paper Curps
	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:
	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: 10125113 Via Wood Mount Keylunds.
	Capacity of containers on grounds: 10 containers @ 32 barrows each  Contact person for containers: Marcaret Lara Phone #: 305.296. 8297
<b>√</b>	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.
4/	Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.  Arrangements made: 10 25 13
8	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: 10 125 13
<b>b</b> /	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.
A C	Oversee the delivery of containers and placement of signs.
$\sqrt{}$	Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

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

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



#### THE CITY OF KEY WEST

Post Office Box 1409 Key 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.

latur melogi

## WALKER INTERNATIONAL EVENTS, INC PRESENTS.... "CIRCUS CIRCUS AND MORE CIRCUS" 2014 RECYCLING PLAN

- 1. ARRANGEMENTS HAVE BEEN MADE WITH OUR WASTE MANAGEMENT REPRESENTATIVE MARGRET LARA TO SECURE (1) SIX YARD DUMPSTER AND (10) 32 GALLON RECYCLING TOTES, WHICH WILL BE EMPTIED AS NECESSARY BY WASTE MANAGEMENT.
- 2. LARGE SIGNS WILL BE POSTED AT AND AROUND CIRCUS LOCATION, TO INDICATE WHERE TRASH RECEPTACLES AND RECYCLING BINS ARE LOCATED, TO ENSURE PROPER DISPOSAL OF ITEMS.
- 3. CIRCUS RINGMASTER WILL MAKE SEVERAL ANNOUNCEMENTS PRIOR TO, DURING, AND AFTER THE PERFORMANCES TO PROMOTE RECYCLING AND DIRECT PATRONS TO RECEPTACLE LOCATIONS.
- 4. WALKER INTERNATIONAL EVENTS, INC WILL SUBMIT A FINAL RECYCLING REPORT AFTER THE CONCLUSION OF OUR EVENT.





Kelly Fairchild,

On behalf to the Key West Police Athletic League I would like to thank you and The Walker Bros. Circus for choosing our organization once again for the 2014 shows. Your generous donation will help us provide our local youth with the focus and direction to help them become responsible citizens.

Your donation will ensure that we continue to provide our local youth with quality youth sports and educational programs designed to develop their skills, discipline, self-esteem, trust and respect. We hope for your continued support in the future.

Once again thank you.

One Team. One Goal. Save Lives.

Officer D. Chavarria
Traffic Division
K.W.P.A.L Youth Program Coordinator
Key West Police Department
1604 North Roosevelt Blvd
Key West, Fl 33040
e-mail- dchavarr@keywestcity.com
Phone- 305.809.1034

Cc: Maria Ratcliff

#### LICENSE AGREEMENT

#### LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY

LICENSE NUMBER

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

1. PRO	PERTY LOCATIO	ON .		2. DATE	S COVERED		
KEY WEST, FLORIDA			FROM:	I alasta dar la			
3. DESC	CRIPTION OF PRO	OPERTY (INCLUDE ROOM AND	BUILDING	NUMBERS WHI	ERE APPROPRIATE)		
4. PURPOSE OF LICENSE							
arcus under a "BIGTOP"							
5. LICEN	5. LICENSOR 5a. CITY REPRESENTATIVE (TITLE AND ADDRESS)						
	CITY OF KEY WEST						
6. LICEN	SEE (NAME AND .	ADDRESS) r National Events, Inc	6a. LICENS	EE REPRESEN	TATIVE (NAME/ADI	DRESS/PHONE)	
3618	WILDHER 2	1310 110	NCC CI	y recourt	uch		
Soria	sotati.	7. REFUNDABLE DEP	OSIT FOR U	JSE OF PROPE	RTY (PAYABLE IN A	ADVANCE)	
-		(IF NO CASH PAYMENT	IS REQUIR	ED, ENTER "NO	ONE" UNDER ITEM	7a "AMOUNT"	
a. AMOUN	TT	b. FREQUENCY PAYMENTS DUE	. FIRST DU	E DATE	d. TO (MAILING A	DDRESS)	
1,000	.00						
		One time payment	Submitted	with License			
		8. ADDITI	ONAL CHA	RGES FOR US	E OF PROPERTY		
a. AMOUN	r /EACH	b. FREQUENCY	S REQUIRE	D, ENTER "NO	NE" UNDER ITEM 8:	a "AMOUNT"	
PAYMENT)	•	PAYMENTS DUE	FIRST DUE	DATE	d. TO (MAILING AD	DRESS)	
500.	00	Si	ubmitted v	with License			
		9. INSURAN	ICE REQUII	RED AT EXPEN	ISE OF LICENSE		
	(IF ANY OR AL	LL INSURANCE REQUIREMENT				ı, b, c, OR d AS /	APPROPRIATE)
	YPE	MINIMUM AMOUN			ТҮРЕ		VIMUM AMOUNT
a. FIRE AND COVERAGE	EXTENDED	SEE ITEM #10			c. THIRD PARTY PERSONAL SEE ITEM#10		EE ITEM#10
b. THIRD PA		SEE ITEM#10		d. THIRD PARTY PERSONAL			
PROPERTY I				INJURY I	PER ACCIDENT SEE ITEM #10		EE IIEM #10
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VEHICLES COVERING CLAIMS FOR INJURIES TO MEMBERS OF THE PUBLIC AND/OR DAMAGES TO PROPERTY OF OTHERS ARISING FROM USE OF MOTOR VEHICLES INCLUDING ONSITE AND OFFSITE OPERATION WITH LIMITS OF ONE MILLION DOLLARS EACH OCCURRENCE AND THREE MILLION DOLLARS ANNUAL AGGREGATE. (B.) COMMERCIAL GENERAL LIABILITY COVERAGE IN THE AMOUNT OF 1 MILLION							
DOLLARS/OC	CURRENCE AND	2 MILLION DOLLARS ANNUA	AMERCIAL AL AGGREC	GENERAL LIA	BILITY COVERAGE TERM OF THE LICE	IN THE AMOU	INT OF 1 MILLION
THE PROVISION	ONS IN ATTACHI	MENT A AND B.			TERM OF THE LACE	ANDE. LICENSE	13 FURTHER SUBJECT TO
		п	. EXECUTION	ON OF LICENS	E		
FOR			BY				DAME
		NAME AND TITLE			SIGNATURE		DATE
CITY OF KEY WEST	MR. BOGDA	N VITAS, JR., CITY MAN	NAGER				
LICENSEE							

#### 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.
- d. This License shall be neither assignable nor transferable by the Licensee.
- C. If utilities and services are furnished to the Licensee during License period, the Licensee shall reimburse the 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 Licenser that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share on demand.
- g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License.
- h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customatily 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 Licensce 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 Licenser. In the event the Licensee shall have effected any repair, rebuilding or replacement,

- Initials of Applicant 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.
- I. 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 incomployment, 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
- III. All activities authorized bereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.
- n. The laws of the State of Florida shall govern the validity of this license agreement, interpretation, performance, and any other claims related to it. The venue for any and all claims or legal actions will be Monroe County, Florida.



#### 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 1. 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.
- Prior to use of the premises Licensee must provide a \$1,000 2. refundable deposit and a \$500.00 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.
- All utility use must be coordinated through Doug Bradshaw. Any modification to 3. utilities to support the activity will be at the sole cost of the Licensee.
- Licensee is responsible for obtaining necessary permits required by any other agencies 4. 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. 5.
- The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. 6. without prior approval by Licensor.
- No generators associated with the event shall operate after 6 p.m. and before 8 a.m. 7.
- The leased site must be maintained in an orderly and neat condition. Licensor may 8, 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 9. (TAMPOA) at least 30-days prior to the activity.
- Ingress/egress by the licensee shall be coordinated with the Licensor. 10.
- The Licensee must provide or ensure 24-hour security for the licensed area either thru 11. security guard or by fencing with locking gates.
- City of Key West personnel shall be allowed access to the site at all times. 12.
- Licensee shall provide sufficient personnel to ensure proper and safe operation of the 13. activity.



- Licensee may not stay overnight on City of Key West property without prior approval by 14.
- 15. Entrance to City of Key West buildings is not authorized.
- No alcoholic beverages/non-prescription drugs or food may be brought onto or sold on 16. Licensor's property without prior approval from the City Commission.
- Licensee must provide own portable toilets. 17.
- 18. No trash may be left on site. Use of City of Key West dumpsters is not authorized unless
- Any use of NOAA's property or seawall must be coordinated with NOAA. 19.
- 20. Use of the inner basin to anchor boats is not authorized.
- No hazardous material or waste shall be used or stored on the premises without 21. submitting a Hazardous Waste Handling and Spill Plan to the City of Key West.
- Licensee is responsible for any and all environmental cleanup, restoration, fees, fines, 22. 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.
- An environmental plan shall be submitted to the City detailing how Licensee will handle 23. environmental waste such as lead based paint.
- Licensee must take part in pre- and post-activity walk-through inspections with the 24. Licensor's point of contact, or designee.
- Licensee shall provide the Licensor's Point of Contact copies of all applicable deposits, 25. insurance polices in force at the time of the license, and payments to City of Key West associated with this license.
- All trash (including waste oil) and equipment including portable toilets and trailers shall 26. 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 27. events that occur at the Truman Waterfront.
- In rare cases the Licensee at their sole expense may be required to move the activity to 28. 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.



Maria Ratcliff < mratclif@keywestcity.com>

#### Walker International Events, Inc Donation to KWPAL

**Deglys Chavarria** < dchavarr@keywestcity.com> To: Maria Ratcliff <mratclif@keywestcity.com>

Wed, Nov 13, 2013 at 12:44 PM

They donated 500 last year.

[Quoted text hidden]



## Parking Requests for Special Events

Please describe any Special Event Parking requests below:
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) 809-3855 or email jwilkins@keywestcity.com



## 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
<ul> <li>Plan for Cooking Oil Disposal</li> </ul>
☐ No Cooking on Site
Electrical Power
<b>Generator</b>
☐ 110 AC with Extension Cords
☐ DC Power
Road Closure  Map of Closed Road with Fire Lane & Vendor Booth(s) Locations
Tents (More Than 200 SqFt.)
Flame Resistance Certificate
☐ Size, Type, Location of Tent(s)
Food Booths
Food Booths – Total #
☐ Vendor Booths — Total #
Total Number of Booths
Parade
☐ Floats — Total # ○

## Event Name: Walker International Events, INC

### **Special Event Checklist**

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

X	TITLE	COMMENTS
X	Special Event Application	
2	Noise Exemption (If applicable)	
X	\$50.00 for Noise	
×	Ordinance initialed	
X	Recycling checklist completed	
Y	Recycling deposit \$1,000.00	
$\chi$	Recycling Plan	
X	Authorization Letter for continuous cleaning of recycled area	
$\propto$	Signatures of No Objection of Street closure (If applicable)	NA
$\infty$	Insurance naming the City as additional insured	
X	Financial of previous event (If applicable)	
$\times$	Release & Idemnification Form	
$\infty$	Site Map ( where barricades, stages, etc are to go)	
X	Letter from non profit that states they will be receiving the funds	





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2013

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 Allied Specialty Insurance, Inc. CONTAC' NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: 10451 Gulf Boulevard Treasure Island, FL 33706-4814 1-800-237-3355 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: T.H.E. Insurance Company 12866 INSURED Walker International Events, Inc. INSURER B: INSURER C: and Mammoth Equipment Leasing Corp. INSURER D : 3618 Webber Street, Suite 102 INSURER E : Sarasota, FL 34232 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. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER INSR WVD LIMITS GENERAL LIABILITY A CPP0100315-02 s 1,000,000 **EACH OCCURRENCE** 02/15/2012 02/15/2013 DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY 100,000 CLAIMS-MADE X OCCUR MED EXP (Any one person) \$ \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 **GENERAL AGGREGATE** GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG s 1,000,000 PRO-JECT POLICY 2 **AUTOMOBILE LIABILITY** OMBINED SINGLE LIMIT (Ea accident) ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED \$ PROPERTY DAMAGE HIRED AUTOS AUTOS \$ s **UMBRELLA LIAB** OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ \$ WORKERS COMPENSATION WC STATU-TORY LIMITS AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) EFFECTIVE FROM 1/23/14 THROUGH 1/26/14 ADDITIONAL INSURED: CITY OF KEY WEST AS RESPECTS TO THE OPERATIONS OF THE NAMED INSURED ONLY LOCATION: TRUMAN ANNEX WATERFRONT CERTIFICATE HOLDER CANCELLATION CITY OF KEY WEST SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE PO BOX 1409 THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. KEY WEST, FL 33041 AUTHORIZED REPRESENTATIVE

## Walker Brothers Circus Jan- 23-24-25-26

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

EVENTS (INITIAL SIGNO Murie Rateuff SIGNATURE DA	CONDITIONS/RESTRICTIONS: ATÉ  CONDITIONS/RESTRICTIONS:
POBLIC WORKS  Mund Stund  SIGNATURE DA	CONDITIONS/RESTRICTIONS:
POLICE DEPARTMENT	CONDITIONS/RESTRICTIONS:
SIGNATURE DA	TE
FIRE DEPARTMENT	CONDITIONS/RESTRICTIONS:
SIGNATURE DAT	TE
KWDOT/PORT  SIGNATURE  DAT	CONDITIONS/RESTRICTIONS:
CODE COMPLIANCE	
GICNIATI DE	CONDITIONS/RESTRICTIONS:
SIGNATURE DATI	
EVENTS: REQUEST HAS BEEN APPR DENI	
Doug Bradshaw	
J	

## Walker Brothers Circus Jan. 23-24-25.26

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

EVENTS (INITIAL SIGNOFF): /	
Marie Rateuth 10/31/13 SIGNATURE DATE	CONDITIONS/RESTRICTIONS:
PUBLIC WORKS	
SIGNATURE DATE	CONDITIONS/RESTRICTIONS:
POLICE DEPARTMENT	CONDITIONS/RESTRICTIONS:
	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)
Doug Bradshaw	

## Walkee Brothers Circus Jan- 23-24-25-26

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

EVENTS (INITIAL S	IGNOFF): /	*
Murie Rates SIGNATURE		CONDITIONS/RESTRICTIONS:
PUBLIC WORKS		
	*	CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
POLICE DEPARTMENT	11/2/12	CONDITIONS/RESTRICTIONS:
SIGNATURE	WATE	Roquie -
FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	the state of the s
KWDOT/PORT		
		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
CODE COMPLIANCE		
SIGNATURE D		CONDITIONS/RESTRICTIONS:
SIGNATURE L	PATE	
EVENTS:	2	
REQUEST HAS BEEN A	PPROVED	(if denied attach explanation)
Doug Bradshaw		
	3	*Househouse and the second of

#### Walker Circus

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

<b>EVENT (INITIAL SIGNOFF):</b>		CONDITIONS/RESTRUCTIONS
SIGNATURE	DATE	
PUBLIC WORKS		
SIGNATURE	DATE	
POLICE		·
SIGNATURE	DATE	
FIRE DEPARTME Daniel Blanco SIGNATURE	NT <u>11/13/2013</u> DATE	SEE ATTACHED MEMO
PORT/KEY WEST	DOT	
SIGNATURE	DATE	
CODE COMPLIAN	ICE	
SIGNATURE	DATE	
KEY WEST PROPI MANAGEM		-
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: Walker Brother Circus (<a href="mailto:kfairchild@walkerinternationalevent.com">kfairchild@walkerinternationalevent.com</a>)

From: Division Chief/Fire Danny Blanco

Date: 11/13/13

Reference: Walker Brothers Circus Event

This office reviewed the special event application for the Circus at the Truman Annex Waterfront to be held on January 23-26, 2014.

The following conditions apply:

A life safety Inspection of the tent needs to be conducted before the event starts.

A certificate of flame resistance for the tent needs to be provided before the inspection.

Event coordinator is responsible for scheduling the inspection.

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