

CITY OF KEY WEST
APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) JASON WOLF

Address of Applicant(s) PO Box 291 Key West, FL 33041

Phone Number of Applicant(s) 305-293-6022 Fax: 305-768-0268 Email juwolf@mote.org

Name of Non-Profit (s) MOTE MARINE LABORATORY

Address of Non-Profit(s) 24244 US HWY 1 Summerland Key, FL 33042 (ALSO 35 EAST QUAY RD)

Phone Number of Non-Profit(s) 305-745-2729 (305-393-6022 ALT)

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

Date/Dates of Event Saturday March 30, 2013

Hours of Operation 11am - 6pm

Estimated/anticipated number of persons per day 6,000

Location of Event Eco Discovery Center - Truman Waterfront

Street Closed -

Detailed description of event 4th ANNUAL MOTE MARINE LAB FLORIDA KEYS OCEAN FESTIVAL

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 liability, claims for damages, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the city their agents or employees.



Applicants Signature

1-3-2013

Date

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

Revised for
Third Reading
11/19/02

ORDINANCE NO. 02-29

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES ENTITLED "AMUSEMENTS AND ENTERTAINMENT" BY AMENDING ARTICLE II PERTAINING TO SPECIAL EVENTS; AMENDING SECTION 6-26 TO REQUIRE A DOWN PAYMENT ON THE COST OF CITY SERVICES, TO ALLOW FOR INTEREST ON LATE PAYMENTS, AND TO INCREASE THE COST WAIVER TO \$1,000.00; ADDING SECTION 6-27 TO RESTRICT PLACEMENT OF FOOD, BEVERAGE AND MERCHANDISE BOOTHS; AMENDING SECTION 6-56 TO REQUIRE THE APPLICATION TO LIST AN EMERGENCY CONTACT PERSON; AMENDING SECTION 6-57 TO ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED; AMENDING SECTION 6-58 TO PROVIDE THAT MAJOR FESTIVAL SPONSORS MAKE APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING TO HANDICAP-ACCESSIBLE BATHROOM FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE

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

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

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

Sec. 6-26. Payment for city services.

(a) The organizer or sponsor of any festival, street fair, fair, carnival, athletic event, contest, competition, parade, fundraiser, rally, boat or car race or other special event which requires city authorization, whether by administrative permit or city commission approval, and which requires the provision of additional or extraordinary support services by police, fire, administrative, or other city departments in order to maintain order or safety or to escort participants shall pay to the city the cost of such services. A down payment of ten percent (10%) of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten (10) days prior to the event.

(b) The city manager shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment. If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is

*(Coding: Added language is underlined; deleted language is ~~struck through~~.)

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

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

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

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

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

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

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

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

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

Sec. 6-56. Application.

(a) Except as provided in section 6-58, Aat least 60 days prior to a proposed special event that will result in the closing of a public street, the sponsor shall submit an application to the city manager. An application may be made either by a tax-exempt nonprofit organization (nonprofit) or jointly by a nonprofit and a private person or business entity.

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

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

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

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

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

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

Sec. 6-58. Major festival.

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

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

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

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

Sec. 6-61. Temporary bathroom facilities.

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

Section 7. If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable

therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 8. All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

Section 9. This Ordinance shall go into effect on January 1, 2003.

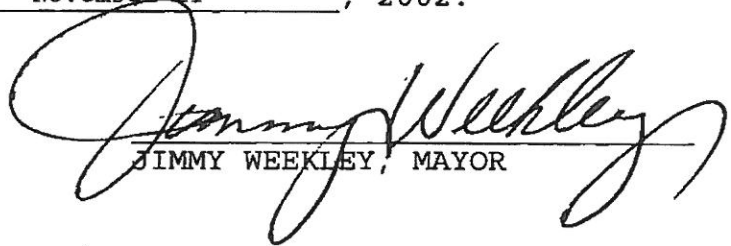
Read and passed on first reading at a regular meeting held this 16th day of October, 2002.

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

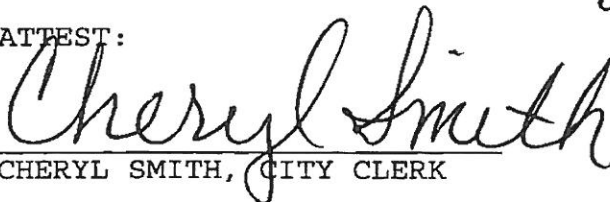
Read and passed on final reading at a regular meeting held this 19th day of November, 2002.

Authenticated by the presiding officer and Clerk of the Commission on 21st day of November, 2002.

Filed with the Clerk November 21, 2002.


JIMMY WEEKLEY, MAYOR


ATTEST:



CHERYL SMITH, CITY CLERK


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


1. All Applicant(s) must fill out a City of Key West (City) application form provided to you by the Office of the City Manager.

2. Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.

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

Sponsor's Signature 

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

Sponsor's Signature 

5. Applicant(s) who are businesses or private persons who wish to close a City street must make an application jointly with a non-profit entity. When a sponsor proposes a special event that will cause the closing of a city street or other public right-of-way, the sponsor must donate at least 25% of the sponsor's gross revenues or \$1000.00, whichever is greater, to at least one nonprofit organization. The sponsor must designate the nonprofit organization(s) on the application for the event. Each named nonprofit organization must provide the city manger with a letter of assent. Applicant(s) must also hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or the City Manager's Office. Applicant(s) must have neighboring businesses sign a petition of no objection to the street closure.


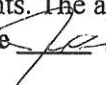
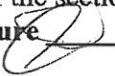
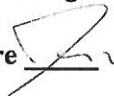
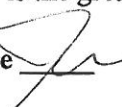
Sponsor's Signature _____ N/A

6. *Within 30 days of the events completion the City Commission will receive a letter from the not for profit organization stating the amount of the monetary donation received from the event.*

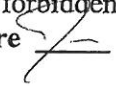
Sponsor's Signature _____ N/A

7. Applicant(s) wishing to sell/consume alcoholic beverages on City property must have approval by the City Commission via Resolution and must hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or City Manager's Office. Applicant must provide liquor liability insurance.

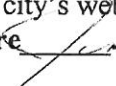
Sponsor's Signature _____ N/A

8. Applicant(s) wishing to have an exemption from the noise control ordinance must fill out an application thirty days before the event. Processing fee for the application is \$50.00.
Sponsor's Signature _____ N/A
9. All applications are subject to approval at the discretion of the City Manager and/or City Commission.
Sponsor's Signature 
10. Notice of the city commission's proposed action on an application for a special event permit shall be mailed prior to the meeting at which the matter is to be considered to all property owners and occupants of property located within a 100-foot radius of the proposed special event. Notice of such proposed action also shall be published in a newspaper of general circulation in the city at least five days prior to the date of the city commission decision. The notice shall identify a contact person and phone number for complaints. The applicant shall pay for the newspaper advertisement.
Sponsor's Signature 
11. The organizer or sponsor of any special event, which requires the provision of additional or extraordinary support services by police, fire, administration, or other city departments shall pay to the city the cost of such services. A down payment of 10 percent of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten days prior to the special event.
Sponsor's Signature _____ N/A
12. The first \$1000.00 of costs as specified in subsection (a) of the ordinance may be waived for any organizer or sponsor, which qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the special event a public accommodation subject to the human rights provision of the section 38-225.
Sponsor's Signature 
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 
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 person has not applied for a special event permit and an event at its 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 _____ N/A

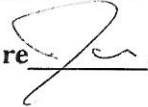
16. Special events may use fog, smoke and bubble machines or any device that emits a mist or spray contingent on Key West Fire Department approval. Approval must be obtained a minimum of 48 hours prior to the event. The use of confetti or confetti machines is strictly forbidden.

Sponsor's Signature  N/A

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

Sponsor's Signature 

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 



January 15th, 2013

RE: Florida Keys Ocean Festival Notes

To Whom it May Concern,

Below are a few notes that will hopefully help answer some initial questions:

- The Florida Keys Ocean Festival representatives have met with Linda Test from HTA and are cooperating for use of the boat ramp area for the day of the event. HTA is going to help promote the festival and perhaps offer a Duck Tour special for festival goers on that day.
- Smokin Tuna Saloon is serving food and alcoholic beverages during the festival and selling them from NOAA property. The proceeds are being donated to Mote and Smokin Tuna has a 5COP license and a catering agreement with Mote for the day.
- We've already hired a KWPD officer for the day to monitor the event.
- Waste Management is handling both trash/recycling as well as supplying extra restroom facilities, in addition to what is already in place at the Eco-Discovery Center.

Please let me know if you have additional questions and we'll be glad to help any way we can.

Thank You!



Jason Wolf
Mote Marine Laboratory
Protect Our Reefs Program
305-393-6022
jwolf@mote.org

Complete Checklist for Event Recycling

City of Key West

- Identify contact person at the festival responsible for working with recycling.
Name of person: WASTE MGMT. Phone number: _____
- ~~PLEASE SEE ATTACHED CONTRACTS~~
Identify the recyclable commodities that will be used by the public and behind-the-scenes.
Aluminum ___ Glass ___ #1 Plastic ___ #2 Plastic ___ Steel ___
Corrugated Cardboard ___ Other: _____
- Define the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every 1 trash barrels will be used).
Amount of recycling and garbage containers needed: _____
- 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: _____
- Capacity of containers on grounds: _____
Contact person for containers: _____ Phone #: _____
- Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers.
- Acquire liner bags for the recycling containers to be placed on the grounds. Ensure that the capacity of the bags is equal to or greater than that of the recycling containers on the grounds.
- Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.
Arrangements made: _____
- 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: _____
- Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Inform them that signs will be posted in their areas.
- Oversee the delivery of containers and placement of signs.
- Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

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

- Monitor recycling containers for correct usage during the event and take actions to solve problems.
Problems: _____
Actions taken: _____

- View trash barrels and note any recyclables in the trash. Take actions to solve problems.
Problems: _____
Actions taken: _____

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

- Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.
- At the end of the event, remove signs and arrange for their return to owners.
- Place recycling containers in the pick-up location, as arranged with the providers of the containers.
- Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels.
Amount of material: _____
Contamination: _____
- Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.
- Share the results with event organizers.
- Security deposit of \$1000.00 must be submitted prior to the event.
- Security deposit returned: _____

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

Visa -  \$ 1,000.00

Mote Marine Laboratory 4th Annual Florida Keys Ocean Festival Recycling Plan

Saturday March 30th, 2013 11am – 6pm

Location:

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

Recycling coordinators:

Roberta DePiero
Jason Wolf

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 placed near any venue where any type of drinks or recyclables are being sold or served.
- In addition to the recycling containers provided for the event by Waste Management, the NOAA facility is providing 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.
- Contract for Waste Management has been provided with event application.



Waste Management Inc of
Florida
2700 Wiles Road
Pompano Beach, FL,
33073-3018
800-433-2300

Service Agreement Non-Hazardous Waste

WM Agreement # S0003019850
Customer Acct # 990-19452
Acct. Name MOLE MARINE LABORATORY
SIC 7999
Salesperson Murgret Lara

Billing Information

Name **MOLE MARINE LABORATORY** Contact **ROBERTA DEPIERO** Effective Date **3/29/2013**
Address **PO BOX 291** Telephone # **(305) 292-7963** Last API Date
City State Zip **KEY WEST, FL 33041** Fax # **(305) 296-5130**
County/Parish **MONROE** Email **robertadepiero@bellsouth.net**

ON DEMAND (see details for amounts & charges)

| Ref# | Quantity | Product/Equipment | Waste Type | Frequency |
|------|----------|---------------------|------------------------|-----------|
| 1-1 | 10 | 95 Gallon REL Toter | MSW Commercial - Loose | On Call |
| 1-2 | 10 | 95 Gallon REL Toter | MSW Commercial - Loose | On Call |

TOTAL INITIAL FEES \$ 0.00

This is not a bill

A fuel surcharge and environmental cost recovery charge calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/ Environmental Charge can be found on our website at www.wm.com/fec.jsp. State and Local taxes, if applicable, will also be added to the Charges. A monthly administrative fee of \$ 4.00 per invoice will be assessed; this fee can be removed by enrolling in paperless statements and automated payments.

If applicable to your account, a Recycle Material Offset (RMO) will appear on your invoice and may vary from month to month based on the recyclable material commodity market conditions. Waste Materials not to exceed an average weight of (lbs/yard).

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

[Handwritten Signature]
Customer Signature
[Handwritten Signature]
Company Signature

X *[Handwritten Signature]*
Printed Name
Margret Lara
Printed Name

[Handwritten Date]
Date
12/7/12
Date
12/07/12
Date



Waste Management Inc of
Florida
2700 Wiles Road
Pompano Beach, FL,
33073-3018
800-433-2300

**Service Agreement
Non-Hazardous Waste**

WM Agreement # S0003020104
Customer Acct #
Acct. Name MOTE MARINE LABORATORY
SIC 7999
Salesperson Margret Lara

Billing Information

Name MOTE MARINE LABORATORY Contact ROBERTA DEPIERO Effective Date 3/29/2013
Address PO BOX 291 Telephone # (305) 292-7963 Last APJ Date
City State Zip KEY WEST, FL 33041 Fax # (305) 296-5130
County/Parish MONROE Email robertadepiero@bellsouth.net

ON DEMAND (see details for amounts & charges)

| Ref# | Quantity | Product/Equipment | Waste Type | Frequency |
|------|----------|-------------------|------------|-----------|
| 1-1 | 3 | Port-O-Let | | On Call |

Initial Fees & Charges

Delivery Charge \$ 100.00
TOTAL INITIAL FEES \$ 100.00

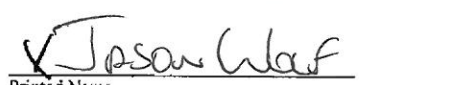
This is not a bill

A fuel surcharge and environmental cost recovery charge calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/ Environmental Charge can be found on our website at www.wm.com/fec.jsp. State and Local taxes, if applicable, will also be added to the Charges. A monthly administrative fee of \$ 4.00 per invoice will be assessed; this fee can be removed by enrolling in paperless statements and automated payments.

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The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.


Customer Signature
Margret Lara
Company Signature


Printed Name
Margret Lara
Printed Name

12/7/12
Date
12/07/12
Date



**Service Agreement
Non-Hazardous Waste**

Service Location: 38 E QUAY RD TRUMAN ANNEX, KEY WEST, FL 33040

| | | | | | |
|-------------------|--|--------------|-----------------|----------|------------------------------|
| Name | FLORIDA KEYS OCEAN FESTIVAL | Contact Name | ROBERTA DEPIERO | Email | robertadepiero@bellsouth.net |
| County/Parish | | Telephone # | (305) 292-7963 | Mobile # | |
| Customer Comments | RESUME ACCT# 810-15613/LIMIT \$1100/M1/POL/SALES ID 111/RATE IS (3) PSE \$545.00 FLAT RATE NO FSC/EV + \$100.00 DELIVERY FEE + TAX//DELIVER 3 PORT O LETS (2 REGULAR/1 HAND) ON 03-29-13/SEE ROBERTA FOR PLACEMENT INSTRUCTIONS//DNR 04-01-13// | Fax # | (305) 296-5130 | | |

Total Initial Fees For This Location \$ 100.00 Total Recurring Charges For This Location \$ 0.00

PORT-O-LET SERVICES

| | Quantity | Equipment | Waste Type | Attributes | Base Rate |
|-----|----------|------------|------------|--------------------------|-----------|
| 1-1 | 3 | Port-O-Let | | WM Owns: 3, Delivery: 3, | \$ 545.00 |

Initial Fees/Charges
Delivery Charge \$ 100.00

Conditional (as required) Fees/Charges
Relocate Fee \$ 90.00
Trip Charge \$ 90.00
Delivery Charge \$ 100.00



**Service Agreement
Non-Hazardous Waste**

Service Location: 38 E QUAY RD TRUMAN ANNEX, KEY WEST, FL 33040

| | | | | | |
|-------------------|---|--------------|-----------------|----------|------------------------------|
| Name | FLORIDA KEYS OCEAN FESTIVAL | Contact Name | ROBERTA DEPIERO | Email | robertadepiero@bellsouth.net |
| County/Parish | | Telephone # | (305) 292-7963 | Mobile # | |
| Customer Comments | RESUME ACCT# 990-19452/IN KIND DONATION/SW/SALES ID 111/RATE IS (10) 95X \$84.60 + (10) 95Z \$135.30 = \$219.90 TOTAL IN KIND DONATION/DELIVER (10) 95 GALLON TOTERS FOR GARBAGE ON 03-29-13/SEE ROBERTA FOR PLACEMENT INSTRUCTIONS//DNR 04-01-13 | Fax # | (305) 296-5130 | | |

Total Initial Fees For This Location \$ 0.00 Total Recurring Charges For This Location \$ 0.00

COMMERCIAL SERVICES

| | Quantity | Equipment | Waste Type | Frequency | Requested Pickup day | Attributes | Base Rate |
|-----|----------|---------------------|------------------------|-----------|----------------------|---|-----------|
| 1-1 | 10 | 95 Gallon REL Toter | MSW Commercial - Loose | On Call | | WM Owns: 10, Delivery: 10, Lids, Wheels | \$ 135.30 |

| | Quantity | Equipment | Waste Type | Frequency | Requested Pickup day | Attributes | Base Rate |
|-----|----------|---------------------|------------------------|-----------|----------------------|---|-----------|
| 1-2 | 10 | 95 Gallon REL Toter | MSW Commercial - Loose | On Call | | WM Owns: 10, Delivery: 10, Lids, Wheels | \$ 84.60 |



Waste Management Inc of
Florida
2700 Wiles Road
Pompano Beach, FL,
33073-3018
800-433-2300

Service Agreement Non-Hazardous Waste

WM Agreement # S0003019846
Customer Acct # 990-19465
Acct. Name MOTE MARINE LABRATORY
SIC 7999
Salesperson Margret Lara

Billing Information

| | | | | | |
|----------------|--------------------------|-------------|------------------------------|----------------|-----------|
| Name | MOTE MARINE LABRATORY | Contact | ROBERTA DEPIERO | Effective Date | 3/29/2013 |
| Address | PO BOX 291 | Telephone # | (305) 292-7963 | Last API Date | |
| City State Zip | KEY WEST, FL 33041 | Fax # | (305) 296-5130 | | |
| County/Parish | MONROE | Email | robertadepiero@bellsouth.net | | |

ON DEMAND (see details for amounts & charges)

| Ref# | Quantity | Product/Equipment | Waste Type | Frequency |
|------|----------|-------------------------------|-------------------------|-----------|
| 1-1 | 10 | 32 Gallon FEL Recycling Toter | Single Stream Recycling | On Call |

TOTAL INITIAL FEES \$ 0.00

This is not a bill

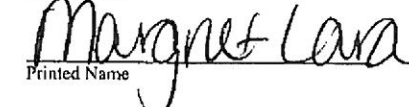
A fuel surcharge and environmental cost recovery charge calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/ Environmental Charge can be found on our website at www.wm.com/fec.jsp. State and Local taxes, if applicable, will also be added to the Charges. A monthly administrative fee of \$ 4.00 per invoice will be assessed; this fee can be removed by enrolling in paperless statements and automated payments.

If applicable to your account, a Recycle Material Offset (RMO) will appear on your invoice and may vary from month to month based on the recyclable material commodity market conditions. Waste Materials not to exceed an average weight of (lbs/yard).

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

X 
Customer Signature

Company Signature

X JASON CURTIS
Printed Name

Printed Name

12/7/12
Date
12/07/12
Date



Service Agreement Non-Hazardous Waste

Service Location: 38 E QUAY TRUMAN ANNEX, KEY WEST, FL 33040

| | | | | | |
|---------------|--|--------------|-----------------|----------|------------------------------|
| Name | FLORIDA KEYS OCEAN FEST (Y) | Contact Name | ROBERTA DEPIERO | Email | robertadeplero@bellsouth.net |
| County/Parish | | Telephone # | (305) 292-7963 | Mobile # | |
| Customer | RESUME ACCT# 990-19465/IN | Fax # | (305) 296-5130 | | |
| Comments | KIND DONATION/RECYCLE/SALES ID 111/RATE IS (10) YRT \$25.90 = \$25.90 TOTAL IN KIND DONATION//DELIVER (10) 32 GALLON TOTERS FOR RECYCLE ON 03-29-13/SEE ROBERTA FOR PLACEMENT INSTRUCTIONS//DNR 04-01-13 | | | | |

Total Initial Fees For This Location \$ 0.00 Total Recurring Charges For This Location \$ 0.00

COMMERCIAL SERVICES

| | Quantity | Equipment | Waste Type | Frequency | Requested Pickup day | Attributes | Base Rate |
|-----|----------|-------------------------------|-------------------------|-----------|----------------------|----------------------------------|-----------|
| 1-1 | 10 | 32 Gallon FEL Recycling Toter | Single Stream Recycling | On Call | | WM Owns: 10, Delivery: 10, Lids, | \$ 25.90 |

THE FOLLOWING TERMS AND CONDITIONS APPLY TO SOLID WASTE AND NON-REBATE RECYCLING SERVICES (INCLUDING PERMANENT, TEMPORARY, COMMERCIAL AND RESIDENTIAL) AS MAY BE PROVIDED BY AFFILIATES AND SUBSIDIARIES OF WASTE MANAGEMENT, INC. ("COMPANY")

THIS IS A LEGALLY BINDING AGREEMENT.

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste and Recyclable Materials (as defined in Section 11 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, but Customer shall complete a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Waste Materials provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
2. **TERM.** The term ("Term") of this Agreement is set forth on the service summary sheet of this Agreement. The "Initial Term" shall be the initial period after the Effective Date set forth on the service summary sheet of this Agreement ("Initial Term"). Unless otherwise specified on the service summary sheet, the Term shall automatically renew for the period set forth on the service summary sheet of this Agreement ("Renewal Term") unless either party gives to the other party written notice (See Section 10(c)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.
3. **SERVICES GUARANTY; CUSTOMER TERMINATION.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10(c)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement for the remaining Term.
4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the first page, as it may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes or modifications in, or differences between, the actual equipment and services provided by Company to Customer and the agreed upon Equipment/Service specifications on the first page; (b) any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the first page; (c) for any increase in or other modification to its fuel or environmental cost recovery charges; (d) to cover any increases in disposal and/or third party transportation costs; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the first page, Customer's Last API Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided in Customer: Administrative Fee, Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. In the event Company adjusts the Charges as provided in this Section 4, Customer and Company agree that this Agreement as so adjusted will continue in full force and effect for the remaining Term.
- Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment.
5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.
6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's property resulting from the provision of services.
7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly Charges multiplied by six; (b) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly Charges multiplied by the number of months remaining in the Term; (c) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly Charges multiplied by three; or (d) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly Charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility.
8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.
- Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.
9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.
10. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) Any blanks or unfilled or unmarked boxes or spaces on this first page shall be deemed to be inapplicable and not affect the validity of this Agreement. (g) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (h) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.
11. **SPECIFICATIONS FOR RECYCLABLE MATERIALS.** Single stream, commingled recyclables will consist of recyclable glass, aluminum, cans, plastics and papers, as follows: aluminum food and beverage containers: glass food and beverage containers, ferrous (iron) cans; plastics with symbols #1 through #7; any paper or cardboard without wax liners. Any materials not set forth above are unacceptable ("Unacceptable Materials"). All glass containers, tin cans, bi-metal cans, aluminum cans, aerosol cans, and plastic containers must be empty; All fiber must be dry and free of food debris and other contaminating material; and Tissues, paper towels or other paper that has been in contact with food is not acceptable. All separated paper shall meet the standards set forth in the most current ISRI Scrap Specifications Circular, available upon request. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not (a) contain Excluded Materials; (b) contain chemical or other properties which are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public; and (c) shall not materially impair the strength or the durability of the Company's structures or equipment. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such Recyclable Materials and makes no representations as to the recyclability of the materials set forth above. Loads not meeting the Specifications for Recyclable Materials may be rejected in whole or in part by Company.

IN ADDITION TO THE ABOVE, THE FOLLOWING TERMS AND CONDITIONS APPLY TO

1. **Aerosol, Ballast, Battery, Dental Material, Electronics, Fluorescent Lamps, Medical Waste, and Mercury Recycling/Disposal Services, and Mail-Back Ink Cartridge, Toner, Bottle, Cans, and Paper Recycling Services**
SPECIALTY SERVICES. Capitalized terms used herein shall have the meaning ascribed above, unless otherwise indicated. "Specialty Services", as used herein, include the following Company products/services: aerosol, ballast, battery, dental material, electronics, fluorescent lamps, medical waste, and mercury recycling and/or disposal Services, and mail back recycling Services and the container applicable to each of the Specialty Services (the "Container"). Subject to these Terms, and the limitations herein, Company will (a) treat, process, recycle and/or dispose of the Customer's Acceptable Waste in accordance with federal, state and local laws and regulations; and (b) prepare and process legally required paperwork. The Container may only be used for those materials as indicated on the Container (the "Acceptable Waste"). For any questions regarding or complying with these Terms, or a detailed list of Acceptable Waste eligible for shipping in each Container, please visit www.wm.com or call 1-800-664-1434.
2. **RETURNS.** If Customer does not accept these Terms, Customer may not use the Container or the Services. However, Customer may return a Container within ten (10) days (the "Return Period") from the day Customer received the Container by doing one of the following during the Return Period: (a) return the Container to the place of purchase; or (b) contact Company at the phone number noted above and complete all return instructions.
3. **LIMIT ON AVAILABILITY.** Specialty Services are only available as shown and certain of the Specialty Services are not available for use in certain States as follows ("Prohibited States"):

| This Recycling/Disposal Service: | Is prohibited for use in Puerto Rico, and in the States of Alaska and Hawaii, and such Service is further prohibited or restricted for use in the following additional States (collectively, "Prohibited States"): |
|----------------------------------|--|
| Aerosol Containers | Arkansas, Connecticut, Maine, Massachusetts, Minnesota, New Hampshire, New York, Pennsylvania, Rhode Island, Vermont and Virginia |
| Ballasts | Maine |
| Batteries | Maine |
| Dental Material | Arkansas, Connecticut, Maine, Minnesota, New Mexico, New Hampshire, Rhode Island, Virginia and Vermont |
| Electronics | Maine |
| Bottle, Cans and Paper | None |
| Lamps | Maine |
| Medical Waste | None |
| Mercury | Maine |
| Cartridges and Toner | None |

It is a violation of law to ship the Container to, from or through any of the Prohibited States. Company reserves the right to modify the list of Prohibited States at any time.

4. **TITLE TO, AND RISK OF LOSS FOR, CONTAINER AND CONTENTS.** Unless and until Company receives and accepts the Container: (a) title to and risk of loss of the Container and its contents shall remain with Customer; and (b) Customer is solely responsible for the contents of the Container.
5. **EXPIRATION OF CONTAINER; UNUSED CONTAINERS.** Each Container must be received by Company by the expiration date printed on the Container ("Expiration Date") if an Expiration Date is indicated. Company has no obligation after the Expiration Date even where the carrier identified on a Prepaid Label fails or refuses to ship the Container. Company shall not be obligated to provide Customer a refund for expired, unused Containers.
6. **PACKAGING.** Customer shall pack and seal the Container in accordance with the instructions included with the Container and any additional instructions that Company may send to the Customer or post on the Company Web Site prior to shipment of the Container by Customer (the "Instructions"). Customer shall pack in the Container only Acceptable Waste, and shall exclude any and all Non-Conforming Waste, as defined below.
7. **SHIPPING.** Customer shall comply with all Instructions related to shipping. Customer will have received a prepaid return shipping label (the "Prepaid Label") with the Container. The Container may not be shipped from any Prohibited State. Both the Instructions and Prepaid Label(s) may be obtained at www.wm.com or by calling 1-800-664-1434. Company shall not have any responsibility or liability with respect to any matter related to either a carrier collecting or shipping the Container.
8. **ADDITIONAL SHIPPING CHARGES.** (a) Customer shall remain responsible for all Charges of shipping the Container to Company, including, without limitation, increases imposed by the shipper after Customer has purchased a Prepaid Label. If the shipper identified on the Prepaid Label will not ship the Container, Company's sole obligation will be to refund to Customer the actual shipping charge received by Company. This obligation is conditioned upon receipt of written request for such refund prior to six (6) months from the date Customer purchased or received the Container. (b) Customer remains responsible for all Charges relating to exceeding the weight limits applicable to the Container. If Customer selects a monthly Charge, additional Charges will be applied should weights or frequency of shipments exceed the limitations of Customer's requested monthly services. (c) Customer agrees to allow Company to charge Customer's credit card for additional shipping Charges as indicated above, whether or not Customer selects monthly Services or a one-time purchase of a Container.
9. **ACCEPTABLE WASTE/NON-CONFORMING WASTE/ADDITIONAL CHARGES.** Customers must check www.wm.com for updates to this list prior to initiating a shipment of a Container in order to ensure that only Acceptable Waste is shipped in the Container. Materials other than the Acceptable Waste indicated as eligible for shipping in each Container, and material having constituents, characteristics, components or properties not included within the list(s) of Acceptable Waste for each Container shall be "Non-Conforming Waste." (a) **Special Terms Applicable to Medical Waste Services: Only Regulated Medical Waste (as defined herein) qualifies as Acceptable Waste for the purposes of MedWaste Tracker Services.** "Regulated Medical Waste" includes but is not limited to sharps, gauze, bandages, containers, tubing, blood, blood products, trace chemotherapy waste, tissue, specimens generated in the course of diagnosis and medical treatment or medical waste as defined by Customer's State medical waste regulations or the OSHA Bloodborne Pathogen Standard (29 CFR 1910.1030). Customer shall, prior to shipping, provide to Company accurate and complete documents, shipping papers or manifests as required for the lawful transfer of the Regulated Medical Waste under all applicable federal, state or local laws. "Non-Conforming Waste" for the purposes of MedWaste Tracker Services means: (1) any waste or other material not falling within the definition of Regulated Medical Waste including complete human remains and abortion products; (2) radioactive waste; (3) any chemical waste and any hazardous waste; (4) containers that are damaged, leaking or could cause harm or exposure to employees, the general public or others; (5) waste that has been incorrectly identified, labeled and/or segregated; (6) any waste or device containing mercury including amalgam, vacuum pumps and other medical devices; and (7) pharmaceutical waste (except what is accepted under a Company pharmaceutical disposal program). (b) **Special Terms Applicable to Aerosol Container Services: Only certain aerosol cans qualify as Acceptable Waste, and Aerosol Container Services are only available for use by a household or a Conditionally Exempt Small Quantity Generator as certified to Company's reasonable satisfaction ("CESQC").** "Non-Conforming Waste" for the purposes of Aerosol Tracker Services includes, but is not limited to, those examples of Aerosol Tracker Services Non-Conforming Waste contained on Exhibit A below. (c) **Special Terms Applicable to Dental Material Services: Dental Material Services are only available for use by a CESQC, all Acceptable Waste must be disinfected, and no more than net 1 lb of elemental mercury may be placed in the Container.** (d) **Special Terms Applicable to Mercury Services: Unless specifically approved by Company, no more than net 1 lb of elemental mercury may be placed in the Container.** (e) **Terms/Charges Applicable to Non-Conforming Waste:** If Company determines that any Container contains Non-Conforming Waste, Company may, at its sole discretion, and at Customer's sole cost and expense: (i) reject the Container and return it to Customer; (ii) return the Non-Conforming Waste to Customer; or (iii) treat, process and/or dispose of the contents of the Container. Customer shall be liable for any and all costs associated with Non-Conforming Waste. Company (or any contractor of company) shall not take title to Non-Conforming Waste, and title to Non-Conforming Waste shall always remain with Customer.
10. **CHARGES FOR FAILURE TO COMPLY WITH TERMS AND INSTRUCTIONS; CHANGED CONDITIONS; AND ADDITIONAL SERVICES.** Company reserves the right to charge or bill Customer additional amounts for any of the following: (a) any Container exceeding its specified maximum weight; (b) shipping materials in the wrong Container, or mixing materials in a Container; (c) additional shipping Charges beyond the amounts prepaid for any Prepaid Label; (d) any costs or expenses incurred by Company as a result of Customer's failure to comply with these Terms or the Instructions, other than the usual and customary costs of Company in the performance of the Tracker Services; or (e) any costs related to changes in applicable law occurring after the date of purchase of the Container.
11. **WARRANTY.** Company warrants, except where Tracker Services are used in Prohibited States, as follows: (a) the Container has passed, and meets or exceeds the applicable performance standards of federal, state and local regulations; and (b) if the Container is packed, sealed and shipped strictly in accordance with the Instructions, it is adequate to transport Acceptable Waste to the processing facility from authorized points under ordinary commercial shipping conditions. Other than as expressly warranted herein, the Specialty Services are provided "as is," and Company disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. **Customer warrants that it will not ship any Non-Conforming Waste in the Container and that Customer will otherwise comply with these Terms and all Instructions.**

EXHIBIT A - Examples of Aerosol Services Non-Conforming Wastes

(1) Aerosols that are not in good condition (e.g., damaged, corroded, punctured, leaking, or crushed); (2) Aerosols with labels that are missing, covered, illegible, or obscured; (3) Aerosols with a capacity of greater than 1 liter (1000 ml); (4) Products that are not true aerosols (i.e., non-refillable cylinders containing a gas under pressure, used solely to expel a liquid, paste, or powder from the cylinder through a self-closing release device). Examples of prohibited non-aerosols include: ? Pump sprays; ? Oxygen canisters; ? Signal horns; ? Non-pressurized self-defense sprays; ? Liquefied petroleum gas ("LPG") cylinders; ? Gas for powering toy pellet guns; ? Other cylinders containing gases only; (5) Aerosols that are specially regulated or not authorized for receipt, including: ? CFC-containing products (e.g., certain inhalers and refrigerants); ? Expanding foam products (e.g., insulation foam); ? PCB-containing products (e.g., certain paints, pesticides, or adhesives that are greater than 25 years old); ? Pepper sprays; ? Pesticides/herbicides that are not intended for household use

or that have labels which do not authorize recycling of used aerosol cans; ? Silicone gasket-maker products; ? Tear gas cartridges or devices; ? Zinc-based paints/primers/coatings (e.g., zinc-rich cold galvanizing sprays); (6) Industrial or other aerosols that do not have potential consumer uses; (7) Aerosols that do not have tops, caps, or lids that are capable of preventing accidental discharge during transport and related handling (e.g., aerosols designed with a removable cap if the cap is missing); (8) Aerosols that are discarded by facilities in any of the following industries: (a) petroleum refining, (b) chemical manufacturing, (c) coke by-product recovery, or (d) treatment, storage, or disposal facilities handling benzene wastes from any of these three industries. Customers should check the Web Site for updates to this list prior to initiating a shipment of a Container in order to ensure that no Non-Conforming Wastes are shipped in the Container.



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.

A handwritten signature in black ink, appearing to be "J. Long", is written over a horizontal line.



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION

Mote Marine Laboratory
Eco Discovery Center - Truman Waterfront
Saturday, March 30, 2013

I Jason Wolf 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.

Mania Ratzuff
Signature of Witness

Mania Ratzuff
Print Name

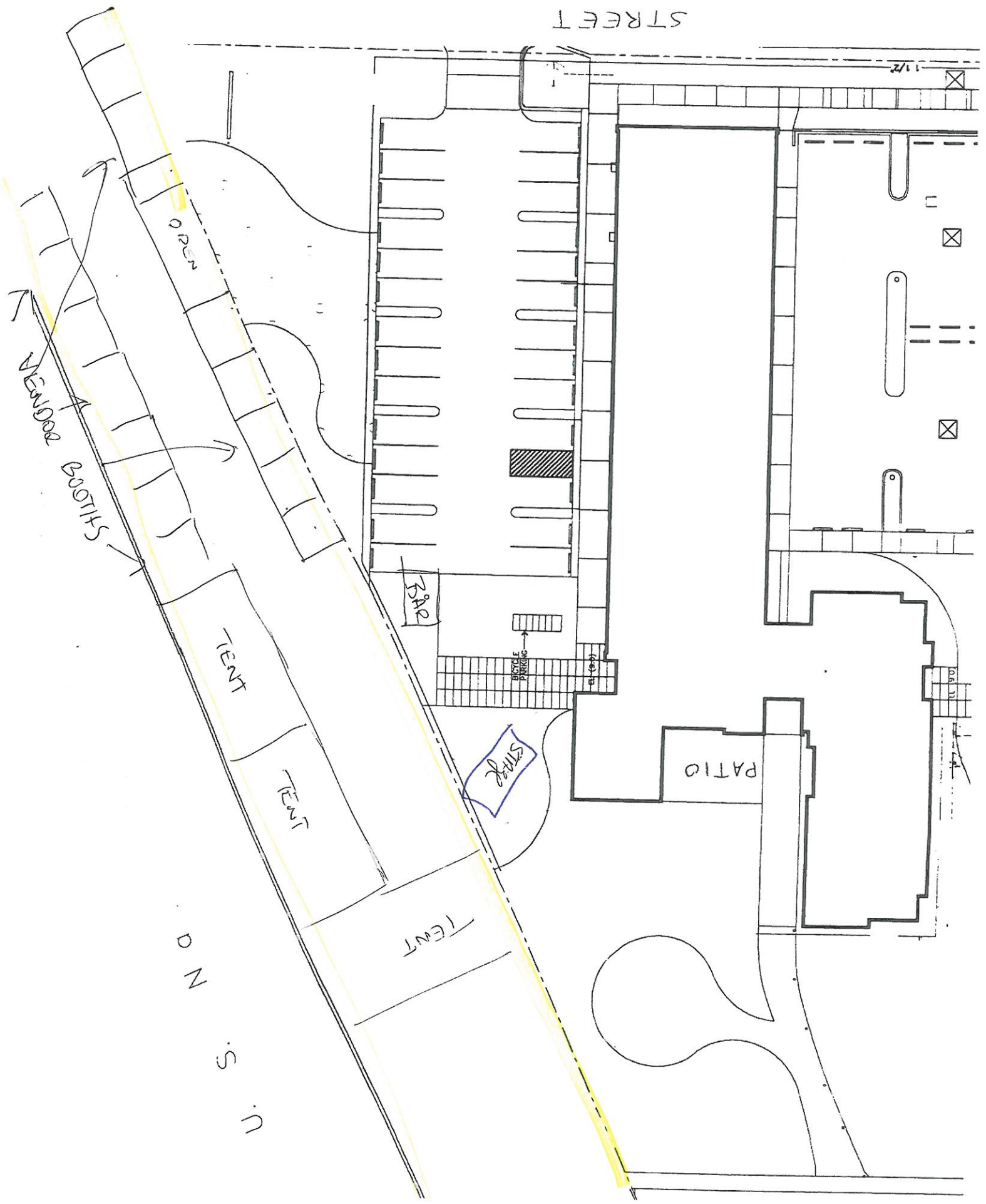
1-25-2013
Date

[Signature]
Signature of Applicant

JASON WOLF
Print Name

1-25-2013
Date

STREET



HARBOR

U.S. N.D.

TENT

TENT

TENT

STAGE

PATIO

BICYCLE PARKING

VENDOR BOOTHS

OPEN

STREET



January 15th, 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,



Jason Wolf
Mote Marine Laboratory
Protect Our Reefs Program
305-393-6022
jwolf@mote.org

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. PROPERTY LOCATION
KEY WEST, FLORIDA

2. DATES COVERED
FROM: TO:

Saturday, March 30, 2013

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

4. PURPOSE OF LICENSE

Eco Discovery Center - 4th Annual Mote Marine Lab Keys Ocean Festival

5. LICENSOR
CITY OF KEY WEST

5a. CITY REPRESENTATIVE (TITLE AND ADDRESS)

6. LICENSEE (NAME AND ADDRESS)

Mote Marine Laboratory

6a. LICENSEE REPRESENTATIVE (NAME ADDRESS PHONE)

Jason Wolf - P.O. BOX 291, Keywest, Fl. 33041 305-393-6022

7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE)

(IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 7a "AMOUNT")

| a. AMOUNT | b. FREQUENCY PAYMENTS DUE | c. FIRST DUE DATE | d. TO (MAILING ADDRESS) |
|-----------|---------------------------|------------------------|-------------------------|
| \$ 1,000 | One time payment | Submitted with License | |

8. ADDITIONAL CHARGES FOR USE OF PROPERTY

(IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITE

| a. AMOUNT (EACH PAYMENT) | b. FREQUENCY PAYMENTS DUE | c. FIRST DUE DATE | d. TO (MAILING |
|--------------------------|---------------------------|------------------------|----------------|
| \$ 500 | | Submitted with License | \$ 500 US |

9. INSURANCE REQUIRED AT EXPENSE OF LICENSE

(IF ANY OR ALL INSURANCE REQUIREMENTS HAVE BEEN WAIVED, ENTER "NONI

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

10. GENERAL CONDITIONS (SEE ATTACHED)

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

II. EXECUTION OF LICENSE

| FOR | BY | |
|------------------|-------------------------------------|-----------|
| | NAME AND TITLE | SIGNATURE |
| CITY OF KEY WEST | MR. BOGDAN VITAS, JR., CITY MANAGER | |
| LICENSEE | MR. Jason WOLF | |

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE.

City of Key West
REPRINT
*** CUSTOMER RECEIPT ***
Oper: KEYWNGM Type: CC Drawer: 1
Date: 1/28/13 90 Receipt no: 35161

| | | |
|---------------------|-------------------------|-----------|
| Description | Quantity | Amount |
| SS | SPECIAL EVENTS PAYMENTS | |
| | 1.00 | \$500.00 |
| G/L account number: | | |
| 00100003429300 | | |
| 00100001040000 | | |
| ZZ | UNUSUAL PAYMENT | |
| | 1.00 | \$1000.00 |
| G/L account number: | | |
| 00100002200100 | | |

ECO DISCOVERY 4TH ANNUAL MOTE
MARINE LAB FESTIVAL
\$500 USER FEE
\$1,000 RECYCLING DEPOSIT

1000.00
Recycling
500 user fee

| | |
|-----------------|-----------|
| Tender detail | |
| VM VISA/MASTERC | \$1500.00 |
| Total tendered | \$1500.00 |
| Total payment | \$1500.00 |

Trans date: 1/25/13 Time: 15:59:56

ATTACHMENT A: GENERAL CONDITIONS

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

Initials of Applicant 

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

**ATTACHMENT B: ADDITIONAL PROVISIONS**

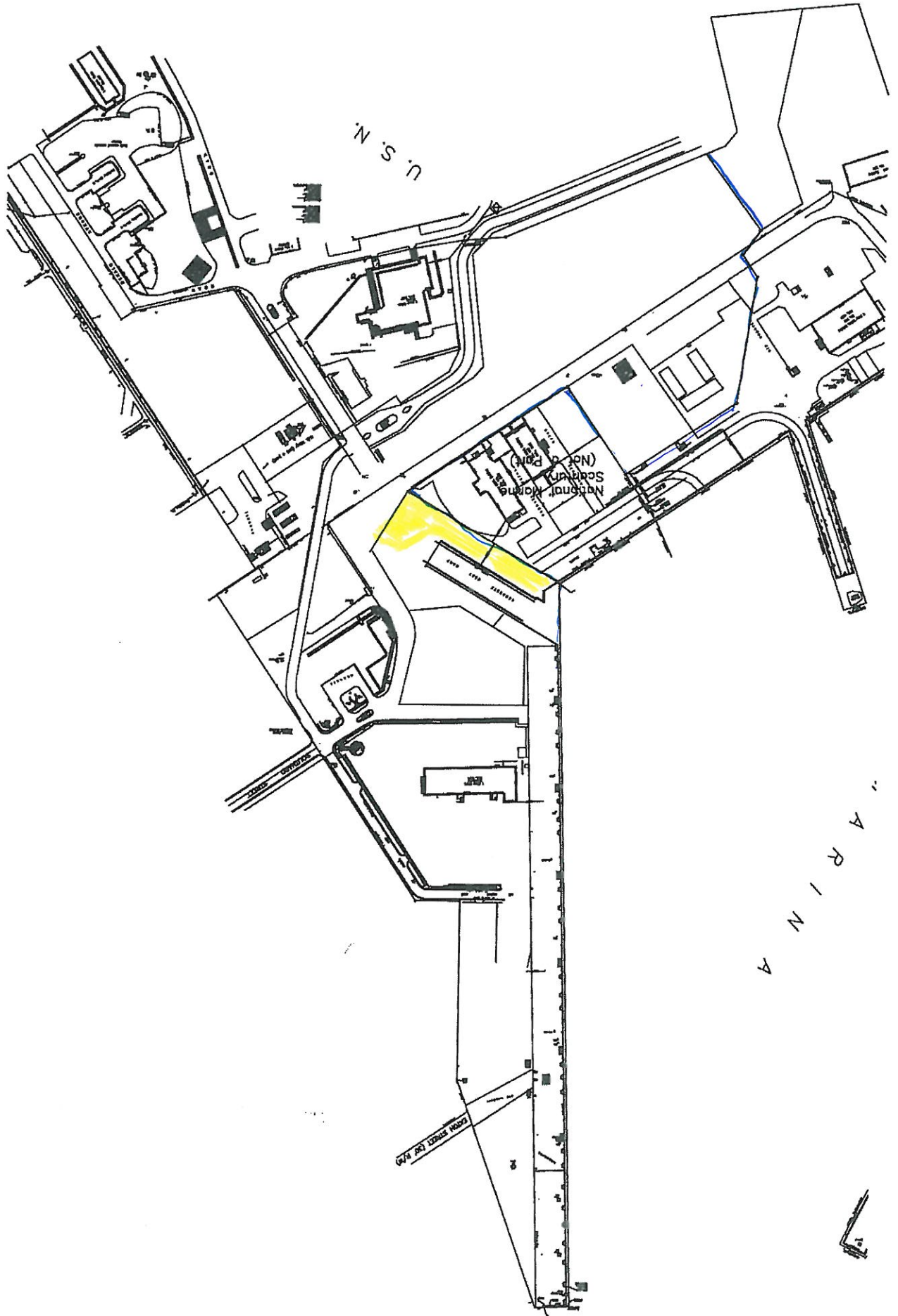
The licensee is subject to the following additional provisions:

1. The City identifies a single Point of Contact, Mr. Doug Bradshaw, Port Project Manager of Key West, phone (305) 809-3792 or Cell (305) 797-8361, who will provide license provision oversight and enforcement for the full term of the license.
2. Prior to use of the premises Licensee must provide a \$ 1,000 refundable deposit and a \$ 500 nonrefundable payment for use of the property. This payment shall be delivered to the Engineering office at 3140 Flagler Ave, Key West, FL 33040. All checks shall be made payable to Licensor. Utilities used by Licensee will be charged at current rates or other agreed upon method. Any additional costs that will be incurred by the City (security, fire protection, public works, Navy, etc.) must be paid to the City to those departments. Assignment of damage cost or noncompliance penalties will be at the discretion of the City of Key West. Additional charges may be made after the activity if required.
3. All utility use must be coordinated through Doug Bradshaw. Any modification to utilities to support the activity will be at the sole cost of the Licensee.
4. Licensee is responsible for obtaining necessary permits required by any other agencies pertaining to this event such as Federal, State, Local, Coast Guard, Navy, Marine Sanctuary, etc. and is responsible of providing proof of permit prior to entering into an agreement with the City of Key West.
5. Licensee must provide the City with a detailed schedule for activities.
6. The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. without prior approval by Licensor.
7. No generators associated with the event shall operate after 6 p.m. and before 8 a.m.
8. The leased site must be maintained in an orderly and neat condition. Licensor may request Licensee to improve conditions of site within reason if conditions become unacceptable.
9. 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 security guard or by fencing with locking gates.
11. 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 activity.

N/A



13. Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
14. Entrance to City of Key West buildings is not authorized.
15. 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.
16. Licensee must provide own portable toilets.
17. No trash may be left on site. Use of City of Key West dumpsters is not authorized unless prior approval is obtained.
18. Any use of NOAA's property or seawall must be coordinated with NOAA.
19. Use of the inner basin to anchor boats is not authorized.
20. 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.
21. 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.
22. An environmental plan shall be submitted to the City detailing how Licensee will handle environmental waste such as lead based paint.
23. Licensee must take part in pre- and post-activity walk-through inspections with the Licensor's point of contact, or designee.
24. Licensee shall provide the Licensor's Point of Contact copies of all applicable deposits, insurance policies in force at the time of the license, and payments to City of Key West associated with this license.
25. 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.
26. Licensee may be required to suspend activity as directed by City Staff during special events that occur at the Truman Waterfront.
27. 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.



U.S.N.

National Home
(Not a Park)

ARRINA

W. 1st St



**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

} ON NOAA PROPERTY

Electrical Power

- Generator
- 110 AC with Extension Cords
- DC Power

Road Closure

N/A

- 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)

4 STAR RENTAL

Food Booths

- Food Booths - Total # 7
- Vendor Booths - Total # 45
- Total Number of Booths - 52

Parade

N/A

- Floats - Total # _____



SMOKIN' TUNA CATERING MENU

Mote Marine Ocean Fest

Catered Event for VIP'S and invited guests

March 30th 2013 Noon-4pm. Mote Eco-Discovery Center

| | |
|----------------------------|---|
| smokin tuna dip | with nacho chips |
| conch fritters* | with cocktail, tartar & honey mustard sauce |
| crab bites* | with cocktail & tartar sauce |
| shrimp ceviche | with nacho chips |
| veggie platter | with blue cheese dressing |
| fresh fruit platter | |

**\$18 per person for 100 ppl
plus Sales Tax and gratuity**

Thank you for your business

**Charlie Bauer
Smokin Tuna Catering
4 Charles Street
Key West. Fl. 33040
305.517.6350**

Event Name: MOTE MARINE LAB'S FLORIDA KEYS OCEAN FESTIVAL

Special Event Checklist

Everything must be checked off before submitting the special event application

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

Note Marine Lab's Ft. Keys Ocean Festival

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

EVENTS (INITIAL SIGNOFF):

✓ Marie Ratusoff 1/25/13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

✓ N/A
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

✓ _____
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

FIRE DEPARTMENT

✓ _____
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

KWDOT/PORT

✓ N/A
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE

✓ _____
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

✓ Doug OR _____

Note Marine Lab's Ft. Keys Ocean Festival

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

EVENTS (INITIAL SIGNOFF):

Maria Rattuff 1/25/13
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

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:

Jim Long 28 Jan 13
SIGNATURE DATE

EVENTS:

REQUEST HAS BEEN APPROVED _____

DENIED _____

(if denied attach explanation)

Long _____

Note Marine Lab's Ft. Keys Ocean Festival

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

EVENTS (INITIAL SIGNOFF):

Marie Ruff 1/25/13
SIGNATURE DATE

PUBLIC WORKS

SIGNATURE DATE

POLICE DEPARTMENT

[Signature] 1/25/13
SIGNATURE DATE

FIRE DEPARTMENT

SIGNATURE DATE

KWDOT/PORT

SIGNATURE DATE

CODE COMPLIANCE

SIGNATURE DATE

EVENTS:
REQUEST HAS BEEN APPROVED _____
DENIED _____

Scug _____

CONDITIONS/RESTRICTIONS:

CONDITIONS/RESTRICTIONS:

CONDITIONS/RESTRICTIONS:

- ① Requires ~~extra~~ Duty Officer
- ② Requires ART Permits

CONDITIONS/RESTRICTIONS:

CONDITIONS/RESTRICTIONS:

CONDITIONS/RESTRICTIONS:

(if denied attach explanation)

Mote Marine Lab's Fl. Keys Ocean Festival

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

CONDITIONS/RESTRUCTIONS

SIGNATURE DATE

PUBLIC WORKS

SIGNATURE DATE

POLICE

SIGNATURE DATE

FIRE DEPARTMENT

SEE ATTACHED MEMO

Daniel Blanco 1/28/13
SIGNATURE DATE

PORT/KEY WEST DOT

SIGNATURE DATE

CODE COMPLIANCE

SIGNATURE DATE

KEY WEST PROPERTY
MANAGEMENT

SIGNATURE DATE

PARKING DEPARTMENT

SIGNATURE DATE



THE CITY OF KEY WEST

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

To: Jason Wolf

From: Division Chief/Fire Marshal Danny Blanco

Date: January 28, 2013

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 30, 2013.

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

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

3266 LSN 132



Key West Fire Department

Office of the Fire Marshal

Danny Blanco , Fire Marshal
Alan Averette, Capt. / Fire Inspector
Kenneth Wardlow, Capt. / Fire Inspector
Jason Barroso, Lt./ Fire Inspector

1600 N. Roosevelt Blvd.
Key West, FL 33040
Phone: (305) 292-8179
Fax: (305) 293-8399

Food Booth and Vendor Regulations

Vendor Booth Construction and Location

1. Each vendor booth shall have at least one exit way, minimum 3 feet wide by 6' height (booth frame shall not intersect exit path).
2. A 60-inch clearance shall be maintained between the cooking surface and any combustible canopy.
3. **Each vendor shall stay within their assigned area, equipment and supplies shall not be staged outside their allotted space. ie: sidewalks, exit ways.**

Butane or Propane equipment:

1. Shut-off valves must be provided at each fuel source.
2. Tanks must be protected from damage and secured in an upright position and must be located at least 5 feet apart from each other.
3. No storage of extra butane or propane tanks in booth.
4. Tanks not in use must be turned **OFF**.
5. Unused fuel cylinders shall be stored in a secured position. Unused cylinders must be located 50 feet away from all combustibles.

All compressed gas bottles, flammable or non-flammable shall be properly secured to prevent accidental tipping over.

Electrical Power:

1. Generators shall be placed in locations approved by the Fire Marshal's Office for "special events" use.
2. Refueling of generators is prohibited during event hours. No extra fuel shall be stored during event hours.
3. During approved refueling times, no smoking or open flames are allowed within 25 feet.
4. Extension cords shall be of grounded type and approved for exterior use. Extension cords shall be placed so as not to create a hazard.

Charcoal Cooking:

1. Charcoal cooking must be located in areas away from public access.
2. Charcoal cooking must be 10 feet away from combustible structures and parked vehicles.
3. Coals shall be disposed in metal containers

Deep Fat Frying/Flambé/Open Flame Cooking:

1. Deep fat frying is defined as any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.
2. The cook area must not be accessible by the general public.
3. Deep fat frying equipment must be equipped with a temperature regulating device.
4. Separation must be maintained with a minimum of 3 feet clearance between deep fat frying and flambé or open flame cooking.

Fire Extinguishers:

1. Each cooking booth must be equipped with a fire extinguisher with a minimum rating of **3A:40B:C**. (dry chemical extinguisher)
2. For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A:10B:C** must not exceed 75 feet.
3. Fire extinguishers must be serviced annually and be tagged accordingly.
4. Each generator must be provided with a fire extinguisher with a minimum 40B:C rating. The extinguisher shall be located near the generator and accessible at all times.
5. Each cooking booth that is using deep fat fryers must have a **6 Liter Type K** (wet chemical fire extinguisher).

Miscellaneous:

Fire Hydrants – Fire Hydrants must not be obstructed at any time for any reason.

Streets – Parking is limited, therefore, do not leave your vehicle parked where it will block the street in such a manner as to prevent other vehicles from passing.

The above regulations are not inclusive of other general fire safety provisions that may be imposed upon inspection.

Any booth not in compliance will be immediately closed.

Fire Safety Tips

1. Know where the nearest fire extinguisher is located and how to use it.
2. **DO NOT** leave cooking operations unattended.
3. **DO NOT** wear loose fitting clothing while cooking.
4. Remove trash accumulation regularly.
5. Keep combustibles away from heat sources.
6. Do not spray lighter fluid on briquettes that have been previously ignited.
7. In case of emergency, **DIAL 9-1-1**.