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

Name of Applicant(s) Paradise Charitable Foundation
Address of Applicant(s) 505 Red School lane, Phillipsburg, NJ 08865
Phone Number of Applicant(s) 908-859-4872Fax: Email
Name of Non-Profit (s) Paracuse Charitable Foundation
Address of Non-Profit(s) 505 Red School Lane Phillipsburg NJ 08865
Phone Number of Non-Profit(s) 908-859-4872
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving 100%
Date/Dates of Event 11/2/12
Hours of Operation 8 am - Lepm
Estimated/anticipated number of persons per day 3,000
Location of Event 500 Block of DVVal
Street Closed YES
Detailed description of event MUSIC FESTIVAL
Noise exemption required: YesX No
Alcoholic beverages sold/served at event: Yes X No
The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permittee agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all iability, claims for damages, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or hing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the city their agents or employees.
thay bellack for alex Leist 12/12
applicants Signature Date
Financial Statement of the event of the previous year must be submitted with application

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

\$50.00

Date 7/2/12

Applicant Name Paradise Charitable Foundation
Applicant Address 505 Red School Lane, Phillipsburg, NJ 08865
Applicant Phone Number 908-859-4872
Event Name Pawot Heads in Paradise street Festival
Event Address/Location 500 DUVal St.
Date of Event
Nature of Event Parot Heads in Paradise Street Festival
Profit Non Profit
Time(s) Request for Exemption 8 am - lanm
Number of Exemptions at this location this calend
Date of last exemption 11/4/11
City of Key West  *** CUSTOMER RECEIPT ***  Oper: KEYWMGM Type: OC Drawer: 1  Date: 7/16/12 45 Receipt no: 89503
Description Quantity Amount SS SPECIAL EVENTS PAYMENTS 1.00 \$50.00
G/L account number: 00100003429300 00100001040000
MARGARITAVILLE NOISE EXEMP PARROTHEADS
Tender detail CK CHECK 3110 \$50.00 Total tendered \$50.00 Total payment \$50.00
Trans date: 7/16/12 Time: 12:39:09

#### 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 PAYMENTS, INTEREST ON LATE INCREASE THE COST WAIVER TO \$1,000.00; ADDING SECTION 6-27 TO RESTRICT PLACEMENT OF FOOD, BEVERAGE AND MERCHANDISE BOOTHS; AMENDING SECTION 6-56 TO REQUIRE THE APPLICATION TO LIST AN EMERGENCY CONTACT PERSON; AMENDING SECTION 6-57 ESTABLISH A MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED; AMENDING SECTION 6-58 TO PROVIDE MAJOR FESTIVAL SPONSORS APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING 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



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

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

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

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

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

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



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

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

#### Sec. 6-56. Application.

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



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

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

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

#### Sec. 6-58. Major festival.

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



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

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

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

Sec. 6-61. Temporary bathroom facilities.

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

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



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

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

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

	Read	and	passed	on	first	reading	at	a	regular	meeting	held
this	16t	h	day	of	C	ctober	_, 2	00	2.		
	Read	and	passed	on	second	reading	g at	a	regular	meeting	held
this		6th	day	of	N	lovember	_, 2	00	2.		
	Read	and	passed	on	final	reading	at	a	regular	meeting	held
this		19th	da	уо	f N	lovember		20	02.		
	Authe	entic	ated by	y t	he pre	esiding	off	ice	er and (	Clerk of	the
Comm	issior	on	21s	t	day o	£ <u>N</u>	ovemb	er	, 2002	•	
	Filed	d wit	h the C	ler	k <u>N</u>	ovember 2	1		_, 2002	•	
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City Attorney's Office



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

#### MEMORANDUM

TO:

Mayor & Members of the City Commission

FROM:

Robert Tischenkel RT

City Attorney

DATE:

October 17, 2002

RE:

Special Events Ordinance

Second Reading

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

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



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

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

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

Sponsor's Signature

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

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

  Sponsor's Signature
- 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

- Applicant(s) wishing to have an exemption from the noise control ordinance must fill out an application thirty days before the event. Processing fee for the application is \$50.00.
   Sponsor's Signature
- All applications are subject to approval at the discretion of the City Manager and/or City Commission.
   Sponsor's Signature
- 10. Notice of the city commission's proposed action on an application for a special event permit shall be mailed prior to the meeting at which the matter is to be considered to all property owners and occupants of property located within a 100-foot radius of the proposed special event. Notice of such proposed action also shall be published in a newspaper of general circulation in the city at least five days prior to the date of the city commission decision. The notice shall identify a contact person and phone number for complaints. The applicant shall pay for the newspaper advertisement. Sponsor's Signature
- 11. The organizer or sponsor of any special event, which requires the provision of additional or extraordinary support services by police, fire, administration, or other city departments shall pay to the city the cost of such services. A down payment of 10 percent of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten days prior to the special event.

  Sponsor's Signature
- 12. The first \$1000.00 of costs as specified in subsection (a) of the ordinance may be waived for any organizer or sponsor, which qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the special event a public accommodation subject to the human rights provision of the section 38-225.

  Sponsor's Signature
- 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 it's location spills into a street, causing the police department to close all or a portion of the street, the person sponsoring the event shall pay all such extraordinary service costs incurred by the city. On each anniversary of this occurrence, if the person can reasonably anticipate an overflow of people into the street, a special event permit must be applied for consistent with this division. A violation of this section may be grounds for revocation of an occupation license.

  Sponsor's Signature

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

  Sponsor's Signature
- 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.

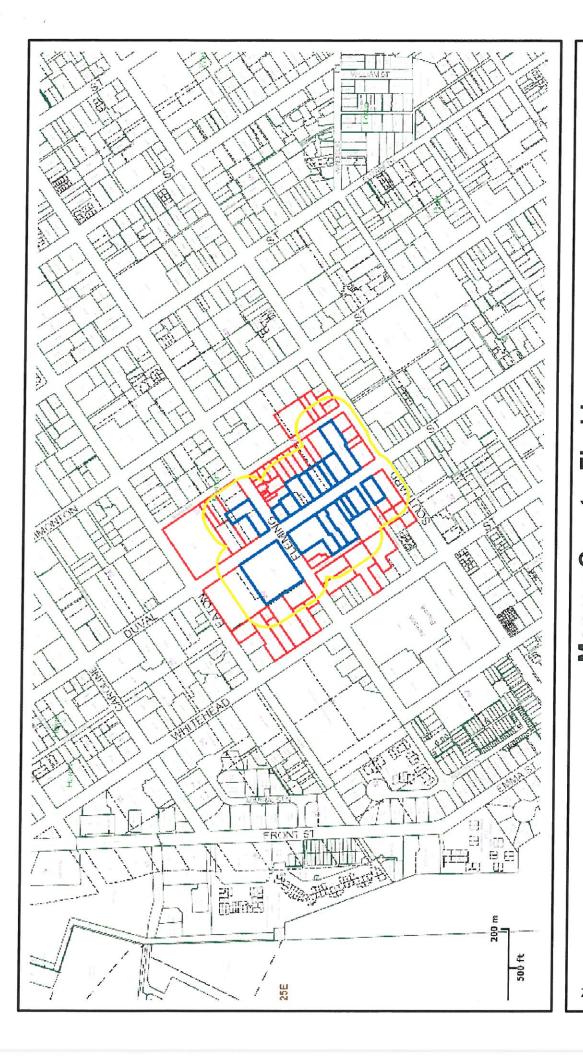
Sponsor's Signature .

### Event Name: Parrot Heads in Paradise Street Festival

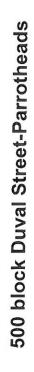
#### Special Event Checklist

Everything must be checked off before submitting the special event application

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







Printed:Jul 13, 2012

applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose. tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem





**PUBLIC NOTICE** 

THIS IS TO NOTIFY YOU THAT PARADISE CHARITABLE FOUNDATION (PARROTHEADS HAS APPLIED TO THE KEY WEST CITY COMMISSION FOR A SPECIAL EVENT PERMIT UNDER SECTION 6-86 OF THE CITY'S NOISE CONTROL ORDINANCE. THE APPLICATION IS FOR AN EVENT TO TAKE PLACE ON FRIDAY, NOVEMBER 2, 2012 ON THE 500 BLOCK OF DUVAL STREET FROM 8:00 A.M. TO 6:00 P.M. WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON AUGUST 7, 2012, AT 6:00 P.M., OLD CITY HALL, 510 GREENE STREET.

If you have any questions, please contact maria ratcliff the city manager's office at 809-3881.

## Complete Checklist for Event Recycling City of Key West

0	Identify contact person at the festival responsible for working with recycling.  Name of person: 310 y pollock-Phone number: 305-294-2461
0	Identify the recyclable commodities that will be used by the public and behind-the-scenes.  Aluminum Glass _X _#1 Plastic #2 Plastic Steel  Corrugated Cardboard _X Other:
0	Define the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every 1 trash barrels will be used).  Amount of recycling and garbage containers needed:
0	Arrange for recycling containers for the grounds and a large container (roll-off or festival box) and coordinate delivery and removal arrangements. Recycling containers may be ordered from Waste Management. 305 296-2825.  Arrangements made:
0	Capacity of containers on grounds: Not   Order + han 100 gal.  Contact person for containers: Or Singley Phone #: 805-292-1435
0	Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers.
0	Acquire liner bags for the recycling containers to be placed on the grounds. Ensure that the capacity of the bags is equal to or greater than that of the recycling containers on the grounds.
0	Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.  Arrangements made:
0	Arrange for pick-up of the recyclables. The agency providing containers will often take the materials for recycling. In other cases, arrange for the materials to be taken to a recycling facility. Arrangements made:
0	Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Inform them that signs will be posted in their areas.
0	Oversee the delivery of containers and placement of signs.
0	Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

	containers must be adjacent to trash barrels in order to reduce contamination problems.
	Monitor recycling containers for correct usage during the event and take actions to solve problems.  Problems:  Actions taken:
	Actions taken: UCIVE MUNITOR ON AUTY
	View trash barrels and note any recyclables in the trash. Take actions to solve problems.  Problems:
	Actions taken: OCTIVE MONITOR ON OUTY
	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.
S	Security deposit of \$1000.00 must be submitted prior to the event.
	Security deposit returned:
	r more information about event recycling and waste reduction, contact Waste Management at 305 296-2825

MARGARITAVILLE OF KEY WEST, LLC

OPERATING ACCOUNT

500 DUVAL ST (305) 292-1435

KEY WEST, FL 33040

DATE

PAY
TO THE
ORDEROF America

Bank of America

ACHRIT 063100277

DATE

ACHRIT 063100271

ACHRIT 063100277

DATE

ACHRIT 063100271

ACHRIT 063100271

ACHRIT 063100271

ACHRIT 06310271

City of Key West \*\*\* CUSTOMER RECEIPT \*\*\* Oper: KEYWMGM Type: OC Drawer: 1 Date: 7/16/12 45 Receipt no: 89499

Description Quantity Amount ZZ UNUSUAL PAYMENT 1.00 \$1000.00

6/L account number: 00100002200100

#### MARGARITAVILLE 7/10/12

| Tender detail | CK CHECK | 42212 | \$1000.00 | Total tendered | \$1000.00 | Total payment | \$1000.00 |

Trans date: 7/16/12 Time: 12:38:12



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

#### Commercial Service Agreement Non-Hazardous Waste

WM Agreement

S0002354857

Customer Acct #

990-16658

Acct, Name

MARGARITAVILLE CAFE

SIC Salesperson 5812 Margret Lura

#### Service Information

Name Address MARGARITAVILLE PARROT HEAD (Y)

City State Zip

500 DUVAL ST Zip KEY WEST, FL 33040-6553 rish MONROE

County/Parish Telephone # Fax #

3052942461 3052949147 STACY POLLACK

Contact Email Last API Date

Service Details

Customer Comments RESUME ACCT# 990-16658/LIMIT

S900/M1/RECYCLE/SALES ID 111/RATE IS (5) YRT S38.40 EVENT/DELIVER (5) 32 GALLON TOTERS FOR RECYCLING ON 11-02-12/DELIVER IN

FOR RECYCLING ON 11-02-12/DELIVER IN AM/CALL STACY @ 294-2461 FOR EXACT PLACEMENT INSTRUCTIONS/DNR 11-05-12

#### Billing Information

Name

MARGARITAVILLE

Address 500

500 DUVAL ST

City State Zip County/Parish KEY WEST, FL 33040-6553 MONROE

Telephone #

3052942461 3052949147 STACY POLLACK

Contact Email

Bill to Acct PO#

Effective Date 11/2/2012

#### Agreement Fees

Recurring Admin Fee

Conditional

Delivery Charge Customer Service Assisted \$ 0.00 (per container)

ssisted \$ 10.00

Payment Charge

#### Equipment and Service - Commercial

\$ 4.00

	Quantity	Equipment	Waste Type	Frequency	Pickup day	Attributes
1	5	32 Gallon REL Toter	Single Stream Recycling	On Call		WM Owns: 5, Delivery: 5, Lids, Wheels

Service Charge

\$ 38.40

#### 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 con be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

If applicable to your account an Recycle Material Offset fee (RMR) may vary from month to month based on the recyclable material commodity market conditions, and will appear on your invoice. Customer's Waste Materials does not 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.

Customer X

Company | IOV

\_ Printed

cy Pollack

Des

ite \_

Company Signature

Name



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

Commercial Service Agreement Non-Hazardous Waste

WM Agreement

S0002354847

Customer Acct #

Acct, Name

990-15511 MARGARITAVILLE CAFE

Salesperson

5812 Margret Lara

Service Information

Name

MARGARITAVILLE PARROT HEAD 500 DUVAL ST KEY WEST, FL 33040-6553

Address City State Zip

County/Parish MONROE

Contact

STACY POLLACK

Telephone 3052942461

Service Details

Fax # Email 3052949147

Customer RESUME ACCT# 990-15511/LIMIT \$900/M1/SW/SALES Comments

1D 111/RATE IS (10) 95X \$84.60 + (10) 95Z \$135.30 + (2) XF4 \$76.08 + (2) 4DF \$108.24 = \$404.22

EVENT/DELIVER (10) 96 GALLON TOTERS AND (2) 4 YARD FRONT LOAD DUMPSTERS FOR GARBAGE ON 11-02-12/DELIVER IN AM/CALL STACY @

294-2461 FOR EXACT PLACEMENT INSTRUCTIONS/DNR 11-05-12

Equipment and Service Details - Commercial

ᆫ	Quantity	Equipment	Waste Type	Frequency	Pickup day	Attributes
1	10	96 Gallon REL Toter	MSW Commercial - Loose	On Call		WM Owns: 10, Delivery: 10, Lids, Wheels

Service Charge

\$ 84.60

F	F6		( )	TO 251		
	Quantity	Equipment	Waste Type	Frequency	Pickup day	Attributes
2	10	Disposal for MSW Commercial	MSW Commercial - Loose	On Call		WM Owns: 10, Delivery: 10, Lids, Wheels

Service Charge

\$ 135.30

	<b>,</b>					
	Quantity	Equipment	Waste Type	Frequency	Pickup day	Attributes
3	l l	4 Yard FEL	MSW Commercial - Loose	On Call		WM Owns: 1, Delivery: 1, Lids,

Service Charge

\$ 76.08

	Quantity	Equipment	Waste Type	Frequency	Pickup day	Attributes
4	1	Disposal for MSW Commercial	MSW Commercial - Loose	On Call		WM Owns; 1, Delivery: 1, Lids,

Service Charge

\$ 108.24



#### Commercial Service Agreement Terms and Conditions

- I. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/ar recycle atl 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 generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated solls, treated/de-characterized waste, and denothition debris, but Customer shall complete a Waste Profile for such Special Waste which has been approved by Company in writing. Recyclable Materials shall include any type of material that can be recycled or recovered whether separated or not separated from other Waste Materials prior to collection. 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 nucleical or hazardous waste, taxic 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 mad flability for Excluded Materials hall remain with Customer at all times. Title to mad flability for Excluded Materials hall remain with Customer at all times. Title to mad stable 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 of 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 nincty (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 have the 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 thirly (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 Cumpany 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 to, 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 increase in dispusal 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 to Customer: Administrative Fee, Enclosure Charge, Services on High Demand Days, PullPush On 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.

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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, it 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 tocation 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 remination 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 hear 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 hitial 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 articipated 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 REPUSAL. 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 foresceable, 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 agreements, 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 enastrued in accordance with the law of the state in which the services are provided. (c) 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 involid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; allowed, to the instrument admenting 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.



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

Commercial Service Agreement Non-Hazardous Waste

WM Agreement

S0002354847

Margret Lara

Customer Acct #

990-15511

Acct. Name SIC Salesperson

MARGARITAVILLE CAFE 5812

Billing Information

County/Parish MONROE

Name Address

City State Zip

MARGARITAVILLE

500 DUVAL ST KEY WEST, FL 33040-6553 Contact Telephone #

Fax #

Email

STACY POLLACK

3052942461 3052949147 Bill to Acct

Purchase Order # Effective Date Last API Date

11/2/2012

Equipment and Service Summary - Commercial

	Quantity	Equipment .	Waste Type	Frequency	Pickup day	Service Charges
1	10.0	96 Gallon REL Toter	MSW Commercial - Loose	On Call		\$ 84.60
2	10.0	Disposal for MSW Commercial	MSW Commercial - Loose	On Call		\$ 135.30
3	1.0	4 Yard FEL	MSW Commercial - Loose	On Call		\$ 76.08
4	0.1	Disposal for MSW Commercial	MSW Commercial - Loose	On Call	Total Desired Assessment Co.	\$ 108.24

-Last year, we had (2) each

Recurring

Admin Fee

\$4.00

Conditional

Delivery Charge

\$ 0.00 (per container)

Customer Service Assisted \$ 10.00

Payment Charge

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 under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

If applicable to your account an Recycle Material Offset fee (RMR) may vary from month to month based on the recyclable material commodity market conditions, and will appear on your invoice. Customer's Waste Materials does not 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.

Customer / Signature

Company Signature



#### Commercial Service Agreement Terms and Conditions

- 1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or ecycle 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 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. Recyclable Materials shall include any type of material that can be recycled or recovered whether separated or not separated from other Waste Materials prof to collection. 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, bioluzardous, 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 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.
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## Recycling Plan for Parrot Heads in Paradise Street Festival Friday, November 2, 2012 from 8am-6pm

Stacy Pollack, the Sales Manager at Margaritaville will be the Recycling Coordinator.

#### Her duties include:

- Place recycling and trash containers side by side (twinning) in convenient locations
- Make sure that food and beverage booths have an adequate number of containers
- Replace full trash/recyclable containers with an empty one as needed and monitor overflow
- Will be the main contact and work directly with Waste Management in regards to placement
- Will ensure that there are stage volunteers monitoring recyclables
- Report volume of recyclables and trash to the City Manager at the conclusion of the event

Signature of Coordinator Date



#### 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.



#### THE CITY OF KEY WEST

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

## RELEASE AND INDEMNIFICATION Parrot Heads in Paradise Street Festival November 2, 2012

I Stacy Pollack being authorized to act on behalf of and legally bind Paradise Charitable Foundation doing business as the legal entity or association on whose behalf this application is made, do hereby release the City of Key West, its officers, agents and employees from any and all liability for damages arising out of, or related to the activities for which application for leave to use City property has been submitted; and do hereby further agree, on behalf of said entity or association to indemnify, and hold harmless the City of Key West, its officers, agents, and employees from and against any and all damages to personnel or property of the City, and against all claims for damages or injuries to other persons or property of any nature whatsoever, and for defense costs, including attorneys' fees at both trial and appellate levels, arising from the actions or omissions of the person(s) or legal entity(ies) on whose behalf the application is submitted, including, but not limited to, the sale and dispensing of alcoholic beverages, or otherwise arising from the actions of their members, licensees, customers, guests, invitees, or participants in the related activities permitted. The foregoing Release and Indemnification agreement does not apply to those claims for damages or injuries which result from the negligent actions or omissions of the City of Key West, its officers, agents, and employees.

Mest, its officers, agents, and employees.

Mura Ratciff

Print Name

7/11/12

Date

Pagents, and employees.

Signature of Applicant

Signature of Applicant

Print Name

111/12

Date

#### Parrotheads in Paradise Street Festival

It's that time of year again! The annual Parrotheads in Paradise Street Festival is Friday, November 2<sup>nd</sup> 2012. The Paradise Charitable Foundation is asking for your support in our effort to have the 500 block of Duval Street closed from 8:00 am to 6:00 pm on Friday, Nov. 2 2012. We appreciate it and hope to see you there.

#### **Business**

#### Signature

1. Banana Republic	J. Moo
2. Crazy Shirts	Palledon
3. Kilwins	201-
4. Spare change	16/1
5.	21
6. Icids off in all sizes	
7. TOHO INDO	Xdres
8. Maissa Manna - Coach	1 mna nive
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16. ROCK STAR PASMION	3
17. B/15S	1 Jones
18 MINE WEST C	Met Broken
19. My Yogurt Cafe	Deneiker
20. Island Style	Buan Steer 20
21. Jack Hats	currenda
22.	

5,000





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/12

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

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

certifica	te noider in lieu of such endorsement(s).				
PRODUCER Greater South Agency Inc PO Box 6771 Columbia, SC 29260-6771 M. Whitner Slagsvol		803-787-9722	CONTACT NAME:		
		803-782-5073	PHONE (A/C, No, Ext):	FAX (A/C, No):	
			E-MAIL ADDRESS:		
			PRODUCER CUSTOMER ID #: MARGA-8	860 10	
			INSURER(S) AFFORDING CO	OVERAGE	NAIC#
Margaritaville Enterprises LLC (See Below for Additional Named Insured) 6800 Lakewood Plaza Drive Orlando, FL 32819	[ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [		INSURER A: Wausau Underwriters II	ns Co	26042
		INSURER B : Wausau Business Ins C	o		
		INSURER C : Commerce & Industry I	ns Co	19410	
		INSURER D :			
		INSURER E :			
			INSURER F:		
COVERAG	SES CERTIFICATE NUMB	ER:	REVIS	SION NUMBER:	00041
	O CERTIFY THAT THE POLICIES OF INSURANCE L				

CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSR WVD TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY 1,000,000 EACH OCCURRENCE \$ DAMAGE TO RENTED В COMMERCIAL GENERAL LIABILITY TBK-Z51-290381-022 06/28/12 02/01/13 1,000,000 \$ PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 10,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$ PRO-JECT POLICY X LOC \$ AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT \$ (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ ALL OWNED AUTOS BODILY INJURY (Per accident) \$ SCHEDULED AUTOS PROPERTY DAMAGE S HIRED AUTOS (Per accident) \$ NON-OWNED AUTOS UMBRELLA LIAB 20,000,000 OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE 20,000,000 AGGREGATE \$ C BE 15434308 06/28/12 02/01/13 DEDUCTIBLE \$ X 10,000 RETENTION \$ \$ WORKERS COMPENSATION TORY LIMITS AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT \$ NIA E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ LIQUOR LIABILITY TOJ-Z51-290381-032 06/28/12 02/01/13 ECC \*\* 1,000,000 EACH COMMON CAUSE (ECC)\* AGGREGATE 2,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) NAMED INSURED INCLUDES: Margaritaville of Key West, LLC, 500 Duvall Street, Key West, FL 33040 RE: Meeting of the Minds; November 2, 2012; Key West, FL

CERTIFICATE HOLDER		CANCELLATION	
City of Key West 525 Angela Street Key West,, FL 33040	CITYKEY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  M. Whitner Slagsvol	

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Parrothead MOTM Streetfair - N	ovember 4th 2011
ranothead WOTW Streetlan - N	overnoer 4th, 2011
Income:	\$ 16,554.00
COGS:	(7237.30
Labor:	(5341.18
Sales Tax	1241.55
Ice	(1000.00)
Waste Mgmt	(442.72)
License Fee	(25.00)
City Advertising	(42.87)
Posters	(100.00)
Recycle Cert.	(50.00)
Equipment Rental	(2000.00)
City of Key West	(556.48)
Deposit City of Key West	(1000.00)
Net Income	\$ 0.00





William Page CEO/CFO bpage@pgwglass.com (614) 891-3496

Alex Leist Chief Operating Officer alexjboyz@aol.com (908) 859-4872

Robert Heffelfinger Director bluedog94@yahoo.com (423) 926-0166

Marc Schlessinger Secretary mschlessinger@gmail.com (215) 612-5176 To Whom it May Concern,

The 2011 Meeting of the Minds in Key West Florida generated the following donations to local charities.

Florida Keys SPCA	\$10,000.00
Key West Police Athletic League	\$10,000.00
The Wesley House Family Services	\$10,325.00
Toys For Tots	\$1,000.00
Ovarian Cancer Research	\$800.00

Sincerely,

William E. Page CEO/CFO, Paradise Charitable Foundation



#### STATE OF THE PHLOCK - 2012

Welcome to 2012 and our annual State of the Phlock report ...

By all accounts, 2011 was another banner year around the "ParrotHead Nation." We worked hard and we played hard ... We had a lot of fun, we cavorted with old friends, we made new friends and, sadly, we bid farewell to far too many beloved friends. What we most assuredly did, in a big way, was make a difference ... a difference in our communities, a difference in our environment and a difference in the lives of our fellow man as we continue to grow and prosper.

The 20th Anniversary edition of Meeting of the Minds was, in a word, historic, as is fitting. In December, 1992, the vision of one man brought 85 Parrot Heads from around the country together in New Orleans for the inaugural MOTM. Who would've thought that the event would blossom exponentially to the point of 3600 Parrot Heads from around the world would gather in Key West for four full days of good friends & good music 20 years later? Jerry Diaz, that's who! ... and the man behind the MOTM vision was honored with the Silver Chalice Lifetime Achievement Award, presented only once previously – to Jimmy Buffett himself by none other than Jerry Diaz at the very first Meeting of the Minds ... How very apropos!!

The *coup de foudre* of MOTM 2011 was a rare appearance by Jimmy Buffett in concert at the Street Fest on Friday afternoon, followed by a rousing Saturday night performance by Mac McAnally & the *entire* Coral Reefer Band. For sure, each & every attendee had a Blast and most certainly managed to *Party With a Purpose!* Ahhh – Meeting of the Minds:

A record 250+ PHiP Club Members hauled themselves out of bed on Saturday morning to participate in the Zonta Walk with *Team ParrotHead* raising over \$16,000, once again cementing our status as the single largest supporter of the Zonta Club of Key West, Parrot Heads also contributed to Wesley House Family Services, the KW Police Athletic League and the Florida Keys SPCA to the tune of more than \$20,000 while simultaneously donating 50 enormous cartons of toys and school supplies to the Salvation Army for their annual holiday toy drive, supplemented by a blessed donation of 350 pocket calculators from Latitude 38 PHC member, Terry Riecken.

Flash back to 2010: In a truly humanitarian effort, Parrot Heads donated a record high 111 pints of blood to the Community Blood Center of South Florida, a 69% increase overall, in what has become the local blood bank's largest blood drive of the year. Well, sports fans, not only did Parrot Heads equal 2010 donations, we annihilated our own record by donating a whopping 175 pints of blood in 2011!!

Is that all, you ask? Nope - There's More!

- In lieu of their annual MOTM Contest, our dear friends at Margaritaville
  Key West developed a beautiful commemorative 20th Anniversary t-shirt
  and, together with the Parrot Head conventioneers, more than \$10,000
  was raised & gifted to the Margaritaville KW charity of choice, Reef Relief.
- A first-time event, the PHiP Dunk Tank, generated a lot of interest, a lot of laughs and raised some \$800 for the benefit of the Ovarian Cancer Research Fund.

 Thanks to our hard-working volunteers and the many Clubs, Sponsors and individuals who donated prizes and so many stunning, over-the-top gift baskets, the annual MOTM Raffle generated an amazing \$15,000 for Parrot Head charities.

We are PROUD to report that our Alzheimer's National Team – *Team ParrotHead* - raised a combined total of \$95,504 with over 40 chapters reporting, which represents an astounding 15% increase over 2010. The Lone Star PHC led the pack, raising \$12,382 to aid in the battle against Alzheimer's. In 2012, *Team ParrotHead* graduates to Silver Level Team Status, setting our fund raising goal at \$100,000.

The PHiP commitment to education was again evidenced with our continued endowment of the Mary Loraine "Peets" Buffett Memorial Scholarship awarded annually by the Alumni Association of Jimmy Buffett's alma mater, the University of Southern Mississippi. Additionally, the PHiP scholarship program again awarded scholarships to 3 qualified & worthy candidates after evaluating close to 100 applicants.

In what has become the norm, the "ParrotHead Nation" continued to grow and prosper as we welcomed a total of eleven new chapters to our ranks, ending the year with 239 Clubs in the United States, Canada and Australia ... 3 different countries, 47 states and 3 Canadian provinces. Our total membership continued to hold steady with some 28,000 dedicated, fun-loving Parrot Heads amongst the ranks. Again, it's apparent that the "ParrotHead Nation" is not only alive and well, but continues to thrive.

Now, for the big news ... With the economy still in a stagnant state, Parrot Head Clubs set an all-time record by collectively raising & donating more than \$4.1 million to charitable organizations in 2011, a staggering increase of 40.1% over

the previous year. Equally significant, Parrot Heads carried on the tradition of volunteerism as 2011 saw chapters worldwide donate approximately 194,000 man-hours to philanthropic and environmental activities. Drum Roll, Please ... In the ten year period 2002 – 2011, Parrot Head Clubs have collectively contributed more than \$26.2 million and almost

2.9 million man-hours to aid our communities, our environment and our fellow man!

And, there's more to the story! These numbers, while spectacular, do not include those efforts which are not measured by dollars or man-hours:

- The tons of canned goods collected and donated to local food banks across the country
- The hundreds of thousands of pop-tops collected for and turned into money by Ronald McDonald Houses throughout the land
- The thousands of new toys collected and donated to Toys For Tots to provide
   Christmas for underprivileged children who otherwise would have nothing
- The thousands of critical items donated to local animal shelters ... everything from food & blankets to old newspapers & leashes
- The hundreds & hundreds of "care packages" sent to our soldiers in Iraq & Afghanistan

From Poker Runs & Pub Crawls to the dreaded Polar Plunge, the picture is clear ... the good deeds that Parrot Heads perform for the benefit of the community, the environment and our fellow man often cannot be measured in quantitative terms, yet are so vital to the recipients and should be a constant source of satisfaction to each of us.

In the annals of PHiP history, 2011 will be recorded as another banner year ... We did, in fact, make a difference and we left this world a little better than we found it.

So, to each and every one of you, a heartfelt THANK YOU for a job well done! You truly are "Angels in Tropical Shirts" and you should be very proud of yourselves and your accomplishments.

Spring is here, summer is nigh and the concert season is upon us ... Time to do what we do best: Have fun and "Party with a Purpose!"

Till next time, may all your dreams be tropical!



a nonprofit membership organization dedicated to improving and protecting our coral reef ecosystem

Post Office Box 430, Key West, FL 33041 • reefrelief@gmail.com www.reefrelief.org

Reef Relief Headquarters & Environmental Center 631 Greene Street, Key West, Florida • Tel: 305-294-3100 • Fax: 305-293-9515

November 15, 2011

The Margritaville Store of Key West 500 Duval Street Key West, FL 33040

Dear Margaritaville,

Thank you Margaritaville for your generous "Meeting of the Minds, 2011" contribution to Reef Relief. Your support of Reef Relief is fundamental to our efforts to improve and protect our coral reef ecosystem. Your generous contributions make possible the development of our coral reef ecosystem conservation programs such as Coral Camp, Discover Coral Reefs School Program, Stormwater Community Education Program and more. Our work to shape national and state clean water policies that protect and preserve our ocean environment is also made possible by you.

In an effort to reduce our carbon footprint we are no longer sending paper newsletters. To receive our online newsletter with monthly Reef News go to <a href="www.reefrelief.org">www.reefrelief.org</a>. Under <a href="Act Now click the "Join Our Online Community" button to sign up. Visit our Blog to see updates of Reef Relief news and events. You can also send us a friend request on Facebook. Your feedback is always welcome.

Please tell your friends and family about Reef Relief and invite them to join. The stronger our membership, the more we can do to protect coral reefs.

This is your receipt that the donation in the amount of \$10,439.35 was received, a contribution that is tax deductible to the fullest extent of the law.

Thank you again, we really appreciate all of your help to save our beautiful and fragile marine ecosystems!

Sincerely yours,

Millard McCleary
Executive Director

Please keep this receipt for tax purposes. Reef Relief, Inc. Federal ID # 59-2696402.

Florida Department of Agriculture & Consumer Services # CH11159.

A COPYOF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE (800) -435-7352 WITHIN THE STATE. REGISTRATIONDOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.



1304 Truman Ave Key West, FL 33040 Office 305.809.5000 Fax 305.809.5010 www.wesleyhouse.org

December 2, 2011

Charlene Schulthen Parrot Heads In Paradise 6011 Blunden Road Dublin, OH, 43106-6727

Dear Cherlene.

On behalf of the Board of Directors and staff of Wesley House Family Services, and the children of Monroe County whom we serve, please accept our heartfelt gratitude for your generous donation to our agency in the amount of \$10,000.00, received on 11/7/2011, which is designated for Inez Martin. Our Federal tax identification number is: 59-0624461. We acknowledge that no goods or services were exchanged in return for your contribution.

You have greatly assisted us in our mission to promoted and enhance the safety, well-being and development of children by educating, supporting and meeting the needs of families throughout the Florida Keys. Your continuing support of Wesley House Family Services, Inc. is deeply appreciated.

Again, many thanks for your generosity.

Sincerely

Douglas Blomberg

CEO



1304 Truman Ave Key West, FL 33040 Office 305.809.5000 Fax 305.809.5010 www.wesleyhouse.org

December 2, 2011

Charlene Schulthen Parrot Heads In Paradise 6011 Blunden Road Dublin, OH, 43106-6727

Dear Charlene,

On behalf of the Board of Directors and staff of Wesley House Family Services, and the children of Monroe County whom we serve, please accept our heartfelt gratitude for your generous donation to our agency in the amount of \$325.00, received on 11/7/2011, which is designated for General Donations. Our Federal tax identification number is: 59-0624461. We acknowledge that no goods or services were exchanged in return for your contribution.

You have greatly assisted us in our mission to promoted and enhance the safety, wellbeing and development of children by educating, supporting and meeting the needs of families throughout the Florida Keys. Your continuing support of Wesley House Family Services, Inc. is deeply appreciated.

Again, many thanks for your generosity.

Sincerely,

Douglas Blomberg

CEO

## FLORIDA KEYS SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC.

5230 College Road • Key West, FL 33040 • www.FKSPCA.org (305) 294-4857 • Fax (305) 294-1331 • info@FKSPCA.org



Charlene L. Schultheis Director of Finance Parrot Heads in Paradise, Inc. 6011 Blunden Road Dublin, OH 43016-6727

November 7, 2011

Dear Charlene,

On behalf of the Florida Keys SPCA – especially our animals – thank you so much for your wonderful donation of \$10,000. We truly appreciate your support for the animals in our care. Each year, I am overwhelmed by the generosity of the Parrot Heads to local causes. Please convey our gratitude to all. Connie and I were so sorry not to have been able to thank everyone personally but as I explained, a long-scheduled three-day spay/neuter clinic took place that weekend. We hope you all had an enjoyable week in Key West.

In these uncertain economic times we are especially appreciative of your generosity as we continue to see more animals being surrendered at the shelter. As an independent organization, we receive no funding from any national humane organization and rely to a large extent on the support and generosity of the community we serve in order to maintain the quality of care that our animals at the shelter deserve. Your kind gift allows us to maintain the highest standards for our animals, including medical care for those that arrive at the shelter injured or sick, as well as support for our low-cost spay/neuter clinic, an important part of the FKSPCA's mission, to reduce the over-population of unwanted animals in our community.

As you know, Charlene, your donation will be put to very good use - thank you again.

With very best wishes,

Jane Dawkins

President

90

Protecting Pets in Paradise

The Florida Keys SPCA, Inc. is a non-profit 501(c)(3) corporation, ID#65-0891564. A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll-free 1-800-435-7352 within the state. Registration does not imply endorsement, approval or recommendation by the state.



CHARLES L. ROUAULT, MD
President
NIEVES LOSA
Vice President Operations
BRUCE A. LENES, MD
Medical Director
STEVEN P. ERJAVEC
Chief Financial Officer

June 27, 2012

To Whom It May Concern:

As you may know, Community Blood Centers of Florida is a non-profit organization that is the sole provider of blood products used in our Monroe County hospitals. We have a huge responsibility to our local hospitals, residents and visitors. We rely on the generosity of our locals and visitors to voluntarily help keep our blood supply strong.

Community Blood Centers of Florida has partnered with the Meeting of the Minds event since 2001. To date we have collected 916 units of blood which translates into helping a minimum of 2,748 hospital patients in Monroe County. This particular in-kind event has grown from a 2 day blood drive event to a 3 day blood drive event to facilitate all that would like to participate. Last year was a record setting year collecting 175 units in the 3 days. Another milestone was met as we registered our 1,000 Parrot Head donor. We have made many friends on the bloodmobile over the last 11 years. Each year we make new friends that vow to come back and donate again at the next annual MOTM event.

As this event is running the first week of November, it's an opportune time for us as a blood center to prepare for the upcoming holiday season. We welcome the generosity that this event brings.

Sincerely,

Nancy Brundage

Director of Keys Operations





Key West Police Athletic League 1604 N. Roosevelt Blvd. Key West, Fl. 33040 (305-809-1000)

Date: 6/26/12

**Executive Board** 

President
Deglys Chavarria

Vice President Steve Torrence

Secretary
Danyle Gray

Treasurer Scott Paul

#### **Board Members**

Dottie Austin
Henry Arroyo
Fred Bushy
Chaz Jimenez
Ricky Jackson
Donald Lee
John Moeller
Kathleen Ream
William Stafford
George Rutgers

#### Honorary Members

Edward B. Knight Toppino Family Spotswood Family Stacy Pollack Margaritaville Restaurant Key West, Fl. 33040

Dear Parrotheads,

On behalf of the Executive Board and all members of the Key West PAL Program as well as our community of volunteers and the kids who make up PAL, we would like to whole-heartedly thank you for the tremendous contribution that you made to the Key West Police Athletic League this past year.

Your generous contribution of \$10,000 to our program is one of the reasons why we have been able to continue to provide our programs to the many youth of Key West.

As in the past, we are so grateful to the Parrotheads and so honored to be part of the celebration of a community of people who are both enthusiastic about life and generous of heart.

We hope that your experience here in Key West is one that you will share with others and that you will consider coming back and doing it all again in 2012!

Have you fantastic rest of the year and God bless you.

Sincerely,

Scott Paul

PAL Executive Board Member



## POLICE ATHLETIC LEAGUE

#### **Executive Board**

President
Deglys Chavarria

Vice President Steve Torrence

Secretary Danyle Gray

Treasurer Scott Paul

#### **Board Members**

Dottie Austin
Henry Arroyo
Fred Bushy
Chaz Jimenez
Ricky Jackson
Donald Lee
John Moeller
Kathleen Ream
William Stafford
George Rutgers

#### Honorary Members

Edward B. Knight Toppino Family Spotswood Family

#### Key West Police Athletic League 1604 N. Roosevelt Blvd. Key West, Fl. 33040 (305-809-1000)

Stacy Pollack Margaritaville Restaurant Key West, Fl. 33040 Date: 6/26/12

Dear Parrotheads,

On behalf of the Executive Board and all members of the Key West PAL Program as well as our community of volunteers and the kids who make up PAL, we would like to whole-heartedly thank you for the tremendous contribution that you made to the Key West Police Athletic League this past year.

Your generous contribution of \$10,000 to our program is one of the reasons why we have been able to continue to provide our programs to the many youth of Key West.

As in the past, we are so grateful to the Parrotheads and so honored to be part of the celebration of a community of people who are both enthusiastic about life and generous of heart.

We hope that your experience here in Key West is one that you will share with others and that you will consider coming back and doing it all again in 2012!

Have you fantastic rest of the year and God bless you.

Sincerely,

Scott Paul

PAL Executive Board Member

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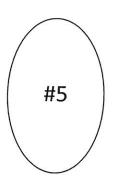
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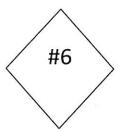
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**BARRICADES** 



#### KEY WEST FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

### Please Check All That Apply To This Event

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



### Parking Requests for Special Events

Please describe any Special Event Parking requests below:
a dumpster will be placed on Heming
Street in metered spots
511CO 111 11/2/01 Ca 3/2010
The second secon
Mallory Square Rates: \$4.00 per hour or \$32.00 per day per space
Key West Bight Rates: \$2.00 per hour or \$16.25 per day per space
On-Street Meter Rates: \$1.50 per hour or \$20.00 per day per space.
Vendors and Event Organizers must pay for metered parking used outside of Event Zone.
Modification of rates or parking waivers can only be approved by City Commission.
If you have any questions, please contact John Wilkins, Parking Manager at (305) 809-3855 or email <a href="mailto:jwilkins@keywestcity.com">jwilkins@keywestcity.com</a>



#### Maria Ratcliff <mratclif@keywestcity.com>

#### Parrottheads Nove. 2, 2012

2 messages

Maria Ratcliff <mratclif@keywestcity.com>

Mon, Jul 16, 2012 at 11:11 AM

To: Richard Sarver <rsarver@keywestcity.com>, Steve Torrence <storrenc@keywestcity.com>, Danny Blanco <dblanco@keywestcity.com>, Myra Wittenberg <mwittenb@keywestcity.com>, Jim Fitton <jfitton@keywestcity.com>, Jim Young <jjyoung@keywestcity.com>

Maria Ratcliff
Executive Administrator to City Manager
and Special Events Coordinator
3132 Flagler Avenue
PH (305) 809-3881
Fax (305) 809-3886



Jim Fitton <a href="mailto:jfitton@keywestcity.com">jfitton@keywestcity.com</a>
To: Maria Ratcliff <a href="mailto:mratclif@keywestcity.com">mratclif@keywestcity.com</a>

Mon, Jul 16, 2012 at 11:26 AM

Port and Transit has no objection

Jim Fitton
Port and Transit Director
City of Key West
(305) 809-3795 office
(305) 725-6446 cell

From: Maria Ratcliff [mailto:mratclif@keywestcity.com]

Sent: Monday, July 16, 2012 11:12 AM

To: Richard Sarver; Steve Torrence; Danny Blanco; Myra Wittenberg; Jim Fitton; Jim Young

Subject: Parrottheads Nove. 2, 2012

[Quoted text hidden]

Parnotheads Nov. 2,2012

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

EVENTS (INITIAL SIGNOFI	
Mulia Patcliffe SIGNATURE DAT	CONDITIONS/RESTRICTIONS:
PUBLIC WORKS	CONDITIONS/RESTRICTIONS:
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POLICE DEPARTMENT	CONDITIONS/RESTRICTIONS:
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EVENTS: REQUEST HAS BEEN APPRODENIE	
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# Parnotheads Nov. 2,2012

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

MUSICAL SIGNATURE	SIGNOFF): 11/2/11/20 DATE	conditions/restrictions:
PUBLIC WORKS	7-17 DATE	CONDITIONS/RESTRICTIONS:
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FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
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CODE COMPLIANCE		
		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
EVENTS: REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)

# Parnotheads Nov. 2,2012

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

EVENTS (INITIAL S	IGNOFF):	
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PUBLIC WORKS		CONDITIONS/RESTRICTIONS:
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KWDOT/PORT		CONDITIONS/RESTRICTIONS:
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CODE COMPLIANCE		
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SIGNATURE	DATE	
EVENTS: REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)







#### THE CITY OF KEY WEST

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

To: Paradise Charitable Foundation (Stacy Pollack)

From: Division Chief/Fire Danny Blanco

Date: 07-17-2012

Reference: 500 Block of Duval St Music Festival

This office reviewed the special event application for the Paradise Charitable Foundation Music Festival to be held November 2, 2012 from 8:00 a.m. to 6:00 p.m. on the 400 & 500 blocks of Duval Street.

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 500 Block of Duval Street closure, one lane needs to stay open in order to allow emergency vehicle access. (All booths and vendors must be positioned on the same side of the street.)
- The 400 block of Duval Street closure to the rear of the stage needs to stay open in order to allow emergency vehicle access.
- 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

スモダルモSトドラ农王

### **Parrotheads**

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

EVENT (INITIAL	L SIGNOFF):	CONDITIONS/RESTRUCTIONS
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SIGNATURE	DATE	
KEY WEST PROP	ERTY	
MANAGEM		
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PARKING DEPAR	TMENT	
SIGNATURE	DATE	

# Parrotheads Nov. 2, 2012

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

	EVENTS (INITIAL SI	GNOFF):	
	Muria Lateli SIGNATURE	HU 7/11/2012 DATE	CONDITIONS/RESTRICTIONS:
_	PUBLIC WORKS		CONDITIONS/RESTRICTIONS:
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	SIGNATURE	DATE	
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	SIGNATURE	DATE	
	EVENTS: REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)
		DENIED	it denied affach explanation