

CITY OF KEY WEST
APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) KEY WEST BUSINESS GUILD, INC
Address of Applicant(s) 513 TRUMAN AVE, K. W. FL 33040
Phone Number of Applicant(s) ⁽³⁰⁵⁾ 294-4603 Fax: ⁽³⁰⁵⁾ 294-3293 Email events@keywestfl.com

Name of Non-Profit (s) Same as above

Address of Non-Profit(s) Same as above

Phone Number of Non-Profit(s) Same as above

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

Date/Dates of Event Headress Ball, Oct 29, 2015

Hours of Operation Set up - Oct 28
Event - 7-11 PM Oct 29 Take Down Oct 30

Estimated/anticipated number of persons per day 600 - Event, Oct 29

Location of Event Truman Waterfront by USCG Ingham

Street Closed No.

Detailed description of event 32 Annual Contest of Headress entries of 7 Key West Performers, Fantasy Fest event.

Noise exemption required: Yes No Event ends by 11 PM - Fantasy Fest

Alcoholic beverages sold/served at event: Yes No Sold by Aqua, Bourbon St. Pub. 801 Bcn

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permittee agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all liability, claims for damages, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the city their agents or employees.

[Signature]

6/24/2015

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 _____

If required, event ends at 11PM - Fantasy Fest
 Applicant Name KEY WEST BUSINESS GUILD
 Applicant Address 513 TRUMAN AVE, KW FL 33040
 Applicant Phone Number 305 - 294-4603
 Event Name Headdress Ball
 Event Address/Location Truman Waterfront next to Ingham
 Date of Event Oct 29, 2015 7PM - 11PM
 Nature of Event 32 Annual Headdress Competition,
7 Key West Performers, part of Fantasy Fest
 Profit Non Profit 501 C 6
 Time(s) Request for Exemption If needed
 Number of Exemptions at this location this calendar ye _____
 Date of last exemption June 14-15

We will notify TA

City of Key West
 *** CUSTOMER RECEIPT ***
 Oper: KEYWJS2 Type: OC Drawer: 1
 Date: 6/26/15 45 Receipt no: 26556

Description	Quantity	Amount
SS SPECIAL EVENTS PAYMENTS	1.00	\$50.00

G/L account number:
 00100003429300
 00100001040000

KW BUSINESS GUILD HEADDRESS
 BALL NOISE EXEMPTION

Tender detail
 CK CHECK 2494 \$50.00
 Total tendered \$50.00
 Total payment \$50.00

Trans date: 6/26/15 Time: 9:43:33

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.
Sponsor's Signature MEH
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 MEH
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 MEH
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 MEH
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 MEH
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 MEH

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 MEH
9. All applications are subject to approval at the discretion of the City Manager and/or City Commission.
Sponsor's Signature MEH
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 MEH
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 MEH
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 MEH
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 MEH
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 MEH
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 MEH

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 MEH

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 MEH

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 MEH.

Complete Checklist for Event Recycling City of Key West

- Identify contact person at the festival responsible for working with recycling.
Name of person: MATT HON Phone number: 305-900-0164
- 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: 20-95 GALLONS
- 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: WASTE MANAGEMENT
- Capacity of containers on grounds: 20 x 95 = 1900 CAPACITY
Contact person for containers: MATT HON Phone #: 305-900-0164
- 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: WASTE MANAGEMENT
- 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: WASTE MANAGEMENT
- 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

These instructions will be followed.
MEH.

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*

KEY WEST BUSINESS GUILD



Key West Business Guild

513 TRUMAN AVE
KEY WEST, FL 33040-3140
(305) 294-4603

"Close To Perfect - Far From Normal"

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040
63-43/670

2493

6/24/2015

PAY TO THE ORDER OF City of Key West

\$ **1,000.00

One Thousand and 00/100***** DOLLARS

City of Key West
P O Box 1409
Key West, FL 33041-1409

MEMO

Headdress Ball Deposit

City of Key West
*** CUSTOMER RECEIPT ***
Oper: KEYWSJS2 Type: OC Drawer: 1
Date: 6/26/15 45 Receipt no: 26555

Description	Quantity	Amount
ZZ UNUSUAL PAYMENT	1.00	\$1000.00

G/L account number:
00100002200100

KW BUSINESS GUILD
HEADDRIESS BALL DEPOSIT

Tender detail		
CK CHECK	2493	\$1000.00
Total tendered		\$1000.00
Total payment		\$1000.00

Trans date: 6/26/15 Time: 9:41:57



Key West Business Guild
PO Box 1208 . 513 Truman Avenue . Key West, FL 33041
(305)-294-4603 . Fax (305)-294-3273 . keywestbusinessguild.org

SPECIAL EVENT RECYLCE PLAN

Key West Business Guild –33rd Annual Headdress Ball, Fantasy Fest Event

Truman Waterfront adjacent to the USCG Cutter Ingham Museum

Thursday, October 29, 2015, 7 PM—11 PM

Recycle Coordinator: Matt Hon Event Coordinator

The Key West Business Guild will contract with Waster Management of the Florida Keys who will provide the containers for waste removal. These containers will be delivered on the morning of October 29, and picked up on the morning of October 30., 2015.. We will work with volunteers throught the event, organized by the Guild's Event Coordinator, to ensure that the containers are placed properly, used appropriately, and moved to the pick up location at the end of the night.



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 read "Matthew Hon", is written over a horizontal line.

MATTHEW HON
EVENT COORDINATOR
KEY WEST BUSINESS GUILD.

Peter L. Arnow
Randall Scott Becker
1413 Rose Street
Key West, FL 33040
Cell 305-923-9645
peterarnow@gmail.com

June 25, 2015

City Manager's Office
City of Key West

Enclosed is the Special Events Application of the Key West Business Guild to hold the 33rd annual Fantasy Fest Headdress Ball at the Truman Waterfront on Thursday evening, October 29, 2015. Set up would be on Wednesday, October 28, and take down Friday morning, October 30.

Also enclosed is the Guild's check no. 2493 for \$1,000.00, recycling deposit fee, and check no 2495 for \$50.00 for the exemption from the Noise Ordinance.

Please contact the Executive Director of the guild, Matt Hon at 305-294-4603 or the undersigned with any question.

Thank you so much for your kind assistance.

Very truly yours,



Pete L. Arnow
Headdress Ball 2015 Co-Chair
Events Committee
Key West Business Guild
peterarnow@gmail.com
Cell: 305-923-9645

ATTACHMENT A

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 B, AND C. 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: Oct 28 TO: Oct 30 2015

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

TRUMAN WATERFRONT PROPERTY

4. PURPOSE OF LICENSE

Set up, hold Headdress Ball (Oct 28) take down

5. LICENSOR

CITY OF KEY WEST

5a. CITY REPRESENTATIVE (TITLE AND ADDRESS)

DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, FL 33041-6434, (305) 809-3792

6. LICENSEE (NAME AND ADDRESS)

KWBG, 513 Truman Ave
Key West

6a. LICENSEE REPRESENTATIVE (NAME/ADDRESS/PHONE)

MATTHEW HON 305-900-0164

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)
<u>0</u>	One time payment	Submitted with License	Port office at P.O Box 6434, Key West, FL 33041-6434

8. ADDITIONAL CHARGES FOR USE OF PROPERTY

(IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 8a "AMOUNT")

a. AMOUNT (EACH PAYMENT)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (MAILING ADDRESS)
<u>500.00</u>			Port office at P.O Box 6434, Key West, FL 33041-6434

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE

(IF ANY OR ALL INSURANCE REQUIREMENTS HAVE BEEN WAIVED, ENTER "NONE" IN)

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 HUNDRED THOUSAND DOLLARS ANNUAL AGGREGATE. (B.) COMMERCIAL GENERAL LIABILITY COVERAGE WITH LIMITS OF ONE MILLION THREE HUNDRED THOUSAND DOLLARS OCCURRENCE AND 2 MILLION DOLLARS ANNUAL AGGREGATE FOR THE TERM OF THE LICENSE. THE PROVISIONS IN ATTACHMENT B AND C.

II. EXECUTION OF LICENSE

FOR	BY	
	NAME AND TITLE	SIGNATURE
CITY OF KEY WEST	MR. JIM SCHOLL, CITY MANAGER	
LICENSEE	<u>MATTHEW HON</u>	

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE.

City of Key West

*** CUSTOMER RECEIPT ***

Oper: KEYWSJ52 Type: OC Drawer: 1
Date: 7/02/15 45 Receipt no: 27119

Description	Quantity	Amount
SS SPECIAL EVENTS PAYMENTS	1.00	\$500.00

G/L account number:

00100003429300
00100001040000

KW BUSINESS GUILD HEADRESS
BALL US OF TRUMAN WATERFRONT

Tender detail		
CK CHECK	2498	\$500.00
Total tendered		\$500.00
Total payment		\$500.00

Trans date: 7/02/15 Time: 8:44:47

ATTACHMENT B: GENERAL CONDITIONS

Initials of Applicant MEH

- 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 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.

Initials of Applicant MEH

ATTACHMENT C: 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 \$ _____ refundable deposit and a \$ _____ nonrefundable payment for use of the property. This payment shall be delivered to the Port office at P.O Box 6434, Key West, FL 33041-6434. All checks shall be made payable to Licensor. Utilities used by Licensee will be charged at current rates. Any additional costs that will be incurred by the City (security, fire protection, public works, Navy, etc.) must be paid to the City to those departments. Assignment of damage cost or noncompliance penalties will be at the discretion of the City of Key West. Additional charges may be made after the activity if required.
3. All utility use must be coordinated through Doug Bradshaw. Any modification to utilities to support the activity will be at the sole cost of the Licensee.
4. Licensee is responsible for obtaining necessary permits required by any other agencies pertaining to this event such as Federal, State, Local, Coast Guard, Navy, Marine Sanctuary, etc. and is responsible of providing proof of permit prior to entering into an agreement with the City of Key West.
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. The Licensee shall notify the Truman Annex Master Property Owner's Association (TAMPOA) at least 30-days prior to the activity.
10. Ingress/egress by the licensee shall be coordinated with the Licensor.
11. The Licensee must provide or ensure 24-hour security for the licensed area either thru security guard or by fencing with locking gates.
12. City of Key West personnel shall be allowed access to the site at all times.
13. Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.

14. Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
15. Entrance to City of Key West buildings is not authorized.
16. No alcoholic beverages/non-prescription drugs or food may be brought onto or sold on Licensor's property without prior approval from the City Commission.
17. Licensee must provide own portable toilets.
18. No trash may be left on site. Use of City of Key West dumpsters is not authorized unless prior approval is obtained.
19. Any use of NOAA's property or seawall must be coordinated with NOAA.
20. Use of the inner basin to anchor boats is not authorized.
21. No hazardous material or waste shall be used or stored on the premises without submitting a Hazardous Waste Handling and Spill Plan to the City of Key West.
22. Licensee is responsible for any and all environmental cleanup, restoration, fees, fines, etc. associated with the activity and shall put in place any and all measures to eliminate environmental contamination to the property that may be caused by the activity.
23. An environmental plan shall be submitted to the City detailing how Licensee will handle environmental waste such as lead based paint.
24. Licensee must take part in pre- and post-activity walk-through inspections with the Licensor's point of contact, or designee.
25. Licensee shall provide the Licensor's Point of Contact copies of all applicable deposits, insurance policies in force at the time of the license, and payments to City of Key West associated with this license.
26. All trash (including waste oil) and equipment including portable toilets and trailers shall be removed from the property no later than close out of business of the last day of this license. Licensee should plan accordingly. Licensor's may impose additional fees for use of property beyond license dates.
27. Licensee may be required to suspend activity as directed by City Staff during special events that occur at the Truman Waterfront.
28. In rare cases the Licensee at their sole expense may be required to move the activity to another location at the Truman Waterfront or off of the Truman Waterfront property if development of the Truman Waterfront and the activity are in conflict. Every effort will be made to avoid this occurrence.

check to
see who does
this.

**ALL EVENTS REQUIRING ACCESS
TO UTILIZE THE TRUMAN
WATERFRONT PROPERTY MUST HAVE A
SIGNED LICENSE FOR USE OF THE
PROPERTY PRIOR TO THE SPECIAL EVENT
RESOLUTION GOING TO CITY
COMMISSION**

**PLEASE CONTACT DOUG BRADSHAW AT
305-809-3792 TO SCHEDULE THE EVENT AND
OBTAIN A LICENSE**

KEY WEST BUSINESS GUILD



Key West Business Guild

513 TRUMAN AVE
KEY WEST, FL 33040-3140
(305) 294-4603

"Close To Perfect - Far From Normal"

FIRST STATE BANK
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040
63-43/670

2498

6/26/2015

PAY TO THE ORDER OF City of Key West

\$ **500.00

Five Hundred and 00/100***** DOLLARS

City of Key West
P O Box 1409
Key West, FL 33041-1409

MEMO
TW Headdress Ball



© 2011 INTUIT INC. # 785 1-800-433-8810



THE CITY OF KEY WEST

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

**RELEASE AND INDEMNIFICATION
Key West Business Guild, Inc.
32 Annual Contest of the Headdress
Ball
October 29, 2015**

I Alan Beaubien being authorized to act on behalf of and legally bind Key West Business Guild, Inc. 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)

Peter L. Arnow
Signature of Witness

Peter L. Arnow
Print Name

7/1/15
Date

Alan Beaubien
Signature of Applicant

ALAN BEAUBIEN
Print Name

7/1/15
Date

2:50 PM
 06/15/15
 Cash Basis

Key West Business Guild, Inc.
 HD Ball P&L vs Budget
 January through December 2014

	Jan - Dec 14	Budget
Ordinary Income/Expense		
Income		
Event Income		
Headdress Ball		
HDB Sponsorships	3,000.00	5,000.00
HDB Tickets	21,920.00	30,000.00
Total Headdress Ball	24,920.00	35,000.00
Total Event Income	24,920.00	35,000.00
Total Income	24,920.00	35,000.00
Gross Profit	24,920.00	35,000.00
Expense		
Event Expenses		
Headdress Ball Expenses		
HDB Advertising/Posters	1,360.00	500.00
HDB Programs/Fans	0.00	600.00
HDB Event Fee to Fantasy Fest	2,800.00	2,800.00
HDB Rental Fees/Tent Rental	8,179.72	8,200.00
HDB Audio/Visual/Stage Expen...	3,600.00	3,000.00
HDB Decorating Expenses	0.00	500.00
HDB Prizes Awarded	2,000.00	2,500.00
HDB KeysTix Fees	1,234.20	1,400.00
HDB MC/Director Fee	1,102.12	1,200.00
HDB Security/Casual Labor	225.00	550.00
Total Headdress Ball Expenses	20,501.04	21,250.00
Total Event Expenses	20,501.04	21,250.00
Total Expense	20,501.04	21,250.00
Net Ordinary Income	4,418.96	13,750.00
Net Income	4,418.96	13,750.00

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Not For Profit Corporation

KEY WEST BUSINESS GUILD, INC.

Filing Information

Document Number	744178
FEI/EIN Number	591931515
Date Filed	09/06/1978
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/20/1991

Principal Address

513 TRUMAN AVENUE
KEY WEST, FL 33040

Changed: 01/27/2005

Mailing Address

P.O. BOX 1208
KEY WEST, FL 33041

Registered Agent Name & Address

SMITH, WAYNE LARUE
333 FLEMING ST
KEY WEST, FL 33040

Name Changed: 03/18/1997

Address Changed: 04/22/2002

Officer/Director Detail

Name & Address

Title PD

Beaubien, Alan
513 TRUMAN AVE
KEY WEST, FL 33040

Title VD

Skahen, Dan
 513 TRUMAN AVE
 KEY WEST, FL 33040

Title TD

MCCAFFREY, VANESSA
 513 TRUMAN AVE
 KEY WEST, FL 33040

Annual Reports

Report Year	Filed Date
2013	01/09/2013
2014	01/07/2014
2015	01/13/2015

Document Images

01/13/2015 -- ANNUAL REPORT	View image in PDF format
01/07/2014 -- ANNUAL REPORT	View image in PDF format
07/03/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2013 -- ANNUAL REPORT	View image in PDF format
02/14/2012 -- ANNUAL REPORT	View image in PDF format
06/17/2011 -- ANNUAL REPORT	View image in PDF format
03/14/2011 -- ANNUAL REPORT	View image in PDF format
07/14/2010 -- ANNUAL REPORT	View image in PDF format
01/26/2010 -- ANNUAL REPORT	View image in PDF format
03/19/2009 -- ANNUAL REPORT	View image in PDF format
07/01/2008 -- ANNUAL REPORT	View image in PDF format
08/03/2007 -- ANNUAL REPORT	View image in PDF format
01/12/2007 -- ANNUAL REPORT	View image in PDF format
05/01/2006 -- ANNUAL REPORT	View image in PDF format
01/27/2005 -- ANNUAL REPORT	View image in PDF format
04/27/2004 -- ANNUAL REPORT	View image in PDF format
01/23/2003 -- ANNUAL REPORT	View image in PDF format
04/22/2002 -- ANNUAL REPORT	View image in PDF format
07/30/2001 -- ANNUAL REPORT	View image in PDF format
03/05/2001 -- ANNUAL REPORT	View image in PDF format
05/12/2000 -- ANNUAL REPORT	View image in PDF format
04/27/1999 -- ANNUAL REPORT	View image in PDF format
04/29/1998 -- ANNUAL REPORT	View image in PDF format
03/18/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format

[01/30/1995 -- ANNUAL REPORT](#)

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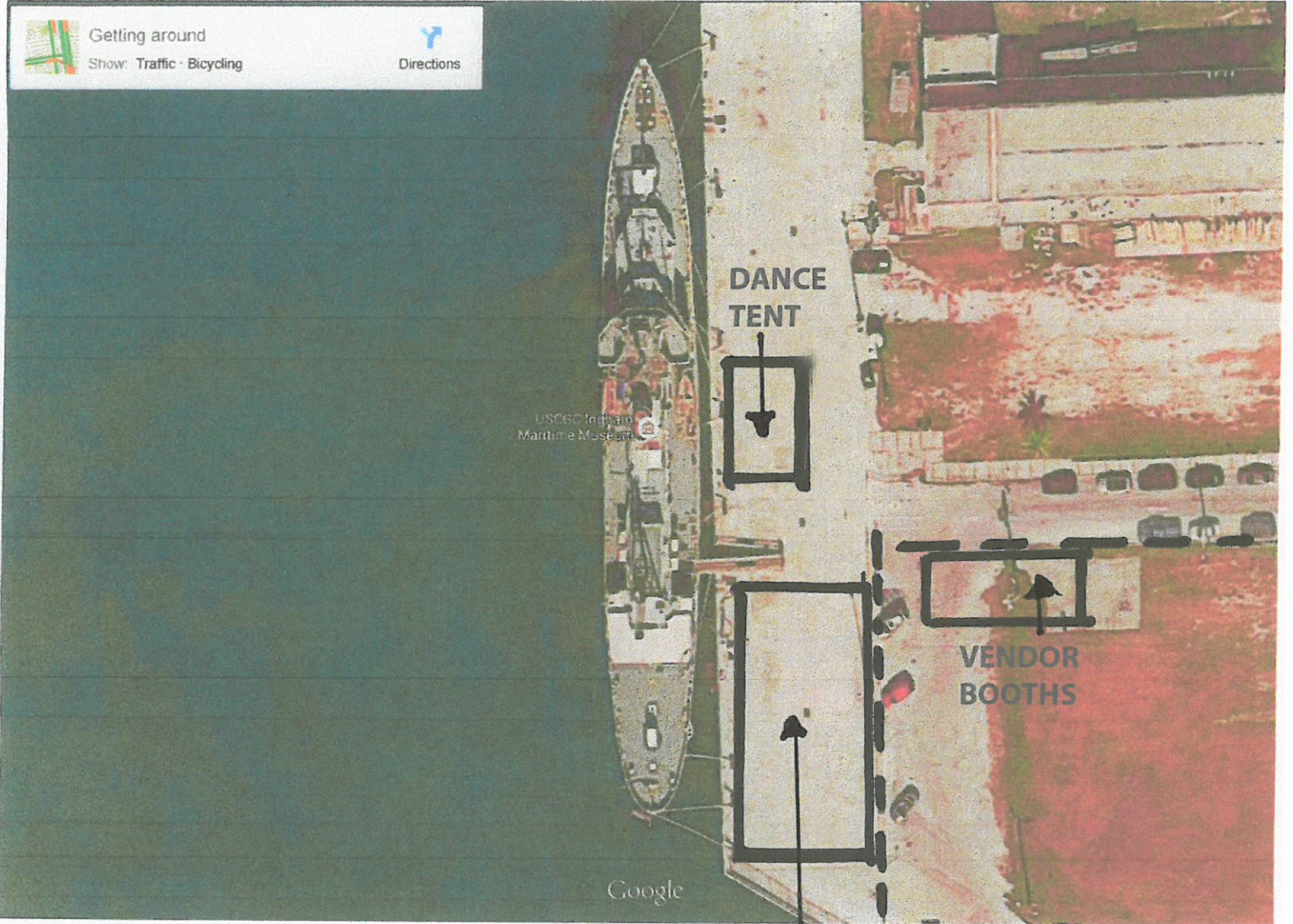
State of Florida, Department of State

Event Name: 33RD ANNUAL
HEADRESS BAL

Special Event Checklist

Everything must be checked off before submitting the special event application

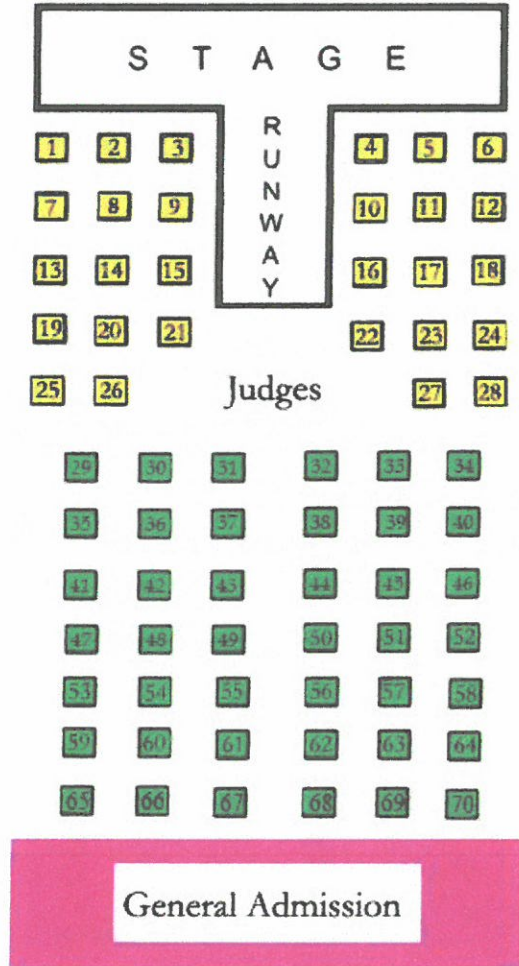
X	TITLE	COMMENTS
✓	Special Event Application	
✓	Noise Exemption (If applicable)	
✓	\$50.00 for Noise	
✓	Ordinance initialed	
✓	Recycling checklist completed	
✓	Recycling deposit \$1,000.00	
✓	Recycling Plan	
✓	Authorization Letter for continuous cleaning of recycled area	
✓	Signatures of No Objection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



PERFORMANCE
TENT

DOTTED LINE=EXISTING BARRICADE

SITE PLAN 33RD HEADDRESS BALL THURSDAY OCT 29 2015
Key West Business Guild 305-294-4603
TRUMAN WATERFRONT KEY WEST



Prices for this Performance (all prices are US Dollars)
 \$30.00 - General Admission - Regular Price
 \$270.00 - Regular Table - REG. TABLE
 \$320.00 - VIP Table - VIP Ticket

Seating Plan Inside 120' x 40' Main tent for 33rd Headdress Ball

Copyright © 2015 KeysTix, All Rights Reserved. - Ticketing System by TicketForce

Please read our [Privacy Statement](#) and [Terms of Use](#).





THE CITY OF KEY WEST

Parking Division

P.O.Box 1409, Key West, FL 33040

None - MEH.

Parking Requests for Special Events

Please describe any Special Event Parking requests below:

Mallory Square Rates: \$4.00 per hour or \$32.00 per day per space

Key West Bight Rates: \$2.00 per hour or \$16.25 per day per space

On-Street Meter Rates: \$1.50 per hour or \$20.00 per day per space.

Vendors and Event Organizers must pay for metered parking used outside of Event Zone.

Modification of rates or parking waivers can only be approved by City Commission.

If you have any questions, please contact John Wilkins, Parking Manager at (305) 809-3855 or email jwilkins@keywestcity.com



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

Please Check All That Apply To This Event

Cooking

- Deep Frying/Open Flame
- Charcoal Grill
- Gas Grill
- Food Warming Only
- Catered Food
- 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)

Main Tent - 120' x 40'
Dance Tent - 40' x 40'

Food Booths

- Food Booths - Total # N/A
- Vendor Booths - Total # 8
- Total Number of Booths - 8

Parade

- Floats - Total # N/A

Maria Ratcliff

From: Doug Bradshaw
Sent: Friday, June 26, 2015 8:17 AM
To: Maria Ratcliff
Subject: RE: Key West Business Guild Headdress Ball at the Truman Waterfront

I don't have any issues with it

**Please note my new Email Address and update your contact information
(dbradshaw@cityofkeywest-fl.gov).**

Doug Bradshaw
Director Port and Marine Services
City of Key West
201 William Street
Key West, FL 33040
305-809-3792

From: Maria Ratcliff
Sent: Thursday, June 25, 2015 4:50 PM
To: Richard Sarver; Tara Stansbury; Steve Torrence; Danny Blanco; Mary Anderson; Doug Bradshaw; Rogelio Hernandez; Regina Scott
Subject: Key West Business Guild Headdress Ball at the Truman Waterfront

Many Thanks!

*Maria Ratcliff
Executive Administrator to the City Manager
& Special Events Coordinator
City of Key West
Ph: (305) 809-3881
Fax: (305) 809-3886
mratcliff@cityofkeywest-fl.gov*

Fantasy Fest Headdress Ball
Truman Waterfront Oct 29, 2015

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

EVENTS (INITIAL SIGNOFF):

Maria Paruffi 6/25/15
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

[Signature]
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

KWDOT/PORT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

Key West Headdress Ball

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

CONDITIONS/RESTRICTIONS

SIGNATURE DATE

PUBLIC WORKS

SIGNATURE DATE

POLICE

SIGNATURE DATE

FIRE DEPARTMENT

SEE ATTACHED MEMO

Daniel Blanco 7/02/2015

SIGNATURE DATE

PORT/KEY WEST DOT

SIGNATURE DATE

CODE COMPLIANCE

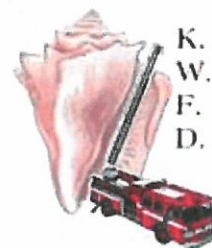
SIGNATURE DATE

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: Fantasy Fest Headdress Ball (events@gaykeywestfl.com)

From: Division Chief/Fire Marshal Danny Blanco

Date: 07/02/2015

Reference: Fantasy Fest Headdress Ball

This office reviewed the special event application for the Fantasy Fest Headdress Ball to be held at the Truman Waterfront on October 29, 2015.

The following conditions apply as in previous years:

- Any cooking that takes place on city property needs to have a Life Safety Inspection.
- All tents need to have flame resistant certificate, and a Life Safety Inspection.
- Event organizer is responsible for 2 Fire Inspectors @ \$40.00 an hour. They will be present for the entire event to conduct a Fire Safety Watch.
- The emergency vehicle passage into the area needs to stay clear of vehicles.
- **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
dblanko@cityofkeywest-fl.gov

Serving the Southernmost City

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

3266 USMC BX

Maria Ratcliff

From: Sterling Christian <sterling@cackw.com>
Sent: Friday, July 10, 2015 4:54 PM
To: Maria Ratcliff
Subject: RE: Headdress Ball

Thank you for letting me know.

Sterling

Sterling J. Christian, CPM®
Operations Director

The Community Association Company

Building 21
201 Front Street, Suite 103
Key West, FL 33040

305-296-0556 Office
305-293-0251 Facsimile
305-923-1210 Mobile

From: Maria Ratcliff [mailto:mratcliff@cityofkeywest-fl.gov]
Sent: Friday, July 10, 2015 3:43 PM
To: Sterling Christian
Subject: Headdress Ball

Good afternoon Mr. Sterling,

Just wanted to inform you that the Key West Business Guild will be hold their Headdress Ball at the Truman Waterfront by the KWCG Ingham on October 29, 2015. This will go in front of the Commission on August 4th.

Many Thanks!

Maria Ratcliff
Executive Administrator to the City Manager
& Special Events Coordinator
City of Key West
Ph: (305) 809-3881
Fax: (305) 809-3886
mratcliff@cityofkeywest-fl.gov

Fantasy Fest Headdress Ball
Truman Waterfront Oct 29, 2015

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

EVENTS (INITIAL SIGNOFF):

Maria Paruffi 6/25/15
SIGNATURE DATE

PUBLIC WORKS

SIGNATURE DATE

POLICE DEPARTMENT

Steve Torrence 7/12/15
SIGNATURE DATE

FIRE DEPARTMENT

SIGNATURE DATE

KWDOT/PORT

SIGNATURE DATE

CODE COMPLIANCE

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

CONDITIONS/RESTRICTIONS:

CONDITIONS/RESTRICTIONS:

Will require Extra Duty Officers
Will require Noise Exemption
Will require an ABT Permit

CONDITIONS/RESTRICTIONS:

CONDITIONS/RESTRICTIONS:

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

Fantasy Fest Headdress Ball
Truman Waterfront Oct 29, 2015

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

EVENTS (INITIAL SIGNOFF):

Maria Paruff 6/25/15
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ PUBLIC WORKS

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ POLICE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ KWDOT/PORT ✓

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)