# CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) DEJ Management & Promotion, Inc
Address of Applicant(s) PC Box 990, Key West, FL 33041
305 - 305 - Phone Number of Applicant(s) 292 - 0480 Fax: 395 - 4560 Email 4747@beilsouth.net
Name of Non-Profit (s) Florida Keys SPCA
Address of Non-Profit(s) 5230 College Rd., Key West, FC
Phone Number of Non-Profit(s) 305-294 - 4867
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving \$\frac{\pm 15000.}{5000.} - \\  Set-up  \text{Event}  Date/Dates of Event   \qq
Hours of Operation 6:30 $p = 12:00 A$
Estimated/anticipated number of persons per day 1500 on day of the event
Location of Event Mallory Square, Buy West, Fe 33040
Street ClosedN[A
Detailed description of event Professional BoxING Event
Noise exemption required: Yes No
Alcoholic beverages sold/served at event: Yes No
The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permittee agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all liability, claims for damages, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the city their agents or employees.
Des 11/02/2011
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

Date 11-11

\$50.00

Applicant Name DEJ MANAGMENT & PROMOTIONS
Applicant Address 218 DUVAL ST
Applicant Phone Number 305-304-5728
Event Name FIGHT NIGHT
Event Address/Location MAILORY SQUARG
Date of Event
Nature of Event BOXING
Profit Non Profit
Time(s) Request for Exemption 6pm-12m
Number of Exemptions at this location this calendar year
Date of last exemption

# 6835

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

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

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

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

## Sec. 6-26. Payment for city services.

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

<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.

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

Read and passed on first reading at a regular meeting herd
this 16th day of October , 2002.
Read and passed on second reading at a regular meeting held
this 6th day of November, 2002.
Read and passed on final reading at a regular meeting held
this day of November, 2002.
Authenticated by the presiding officer and Clerk of the
Commission on 21st day of, November, 2002.
Filed with the Clerk November 21 , 2002.
Janmy Welkley
JIMMY WEEKLEY, MAYOR
ATTEST:
Chery Smith
CHERYL SMITH, CITY CLERK

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

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

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
9.	All applications are subject to approval at the discretion of the City Manager and/or City Commission.  Sponsor's Signature
10.	Notice of the city commission's proposed action on an application for a special event permit shall be mailed prior to the meeting at which the matter is to be considered to all property owners and occupants of property located within a 100-foot radius of the proposed special event. Notice of such proposed action also shall be published in a newspaper of general circulation in the city at least five days prior to the date of the city commission decision. The notice shall identify a contact person and phone number for complaints. The applicant shall pay for the newspaper advertisement.  Sponsor's Signature
11.	The organizer or sponsor of any special event, which requires the provision of additional or extraordinary support services by police, fire, administration, or other city departments shall pay to the city the cost of such services. A down payment of 10 percent of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten days prior to the special event.  Sponsor's Signature
12.	The first \$1000.00 of costs as specified in subsection (a) of the ordinance may be waived for any organizer or sponsor, which qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the special event a public accommodation subject to the human rights provision of the section 38-225.  Sponsor's Signature
13.	Any nonprofit organization accepting the waiver provided for by subsection (d) of the ordinance shall, within 90 days following the special event, submitted to the city commission an accounting of expenses and revenues incurred and generated during the special event.  Sponsor's Signature
14.	Whenever the sponsor of a special event provides temporary bathroom facilities on the public right-of-way, at least five percent of those facilities or one of those facilities, whichever is the greater number, shall be accessible to persons with physical disability.  Sponsor's Signature
15.	Where a person has not applied for a special event permit and an event at 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

# Complete Checklist for Event Recycling City of Key West

0	Name of person: <u>Dennie Liddy</u> Phone number: <u>305-923-4095</u>
0	Identify the recyclable commodities that will be used by the public and behind-the-scenes.  Aluminum Glass #1 Plastic #2 Plastic Steel  Corrugated Cardboard Other:
0	Define the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every 1 trash barrels will be used).  Amount of recycling and garbage containers needed: 20
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: Waste night of the FL keys has been contacted & will supply all necessary containers.
0	Capacity of containers on grounds:  Contact person for containers: Dennis Uddy  Phone #: 305-925-4095
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: Management
o O	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.
O	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

0	Monitor recycling containers for correct usage during the event and take actions to solve problems  Problems:
	Actions taken:
0	View trash barrels and note any recyclables in the trash. Take actions to solve problems.  Problems:
	Actions taken:
0	Take photos of event recycling, record data on volumes of recyclables and trash, and ask vendors and event organizers for comments about the program  Comments:
0	Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.
0	At the end of the event, remove signs and arrange for their return to owners.
0	Place recycling containers in the pick-up location, as arranged with the providers of the containers.
0	Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels.  Amount of material:
	Contamination:
0	Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.
0	Share the results with event organizers.
0	Security deposit of \$1000.00 must be submitted prior to the event.
0	Security deposit returned:

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

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

# Fight Night in the Florida Keys Special Event Recycle Plan

Fight Night in the Florida Keys

Recycle Coordinator: Dennis Liddy

305-294-0846

#### Recycle Coordinator will:

- Educate and/or train recycling staff, vendors, attendees and participants of event policies;
- Coordinate the lease of recycling bins and the pickup of recyclables
- Report the volume recycled to the City of Key West (Annalise Mannix 809-3747)
- Ensure food waste containers are adjacent to recycle bins;
- Locate trash receptacles near bathrooms and at event entrances and exits.

#### City Requirements:

- Recycle bins for cans and bottles will be placed behind each drink or sales location
- Delivery of recyclables to the recycle center shall be carried out by Waste Management and DEJ Management & Promotions.
- DEJ Management & Promotions will task Waste Management to pick up recyclables.
- Cardboard recyclables will be collected behind the scenes and submitted.
- · Recycle bins will be clearly marked.



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.

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# **PUBLIC NOTICE**

THIS IS TO NOTIFY YOU THAT <u>DEJ MANAGEMENT & PROMOTIONS INC.</u>
(BOXING EVENT) 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, JANUARY 6, 2012 AT MALLORY SQUARE FROM 6:30 P.M. TO 12:00 A.M. WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON <u>NOVEMBER 15, 2011, AT 6:00 P.M., OLD CITY HALL, 510 GREENE STREET.</u>

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT MARIA RATCLIFF THE CITY MANAGER'S OFFICE AT 809-3881.



### THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION
DEJ Management & Promotions Inc
Fight Night
Mallory Square
January 5 & 6, 2012

I Dennis Liddy being authorized to act on behalf of and legally bind DEJ Management & Promotions, 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.

Elizabeth G. Johnson Signature of Witness	Signature of Applicant
EUZABETH JOHNSON Print Name	DENNIS LIDOS Print Name
11 /04 (2011 Date	//

## 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.

GENE	RAL PROVISIONS	S							
1. PRO	PERTY LOCATIO	DN		2. DAT	ES COVERED				
KEY WEST, FLORIDA									
FRO  3. DESCRIPTION OF PROPERTY (INCLUDE ROOM AND BUILDING NUMBERS					1/05/12	TO:	1/07/12		
TRUM	TRUMAN WATERFRONT PROPERTY  Malloy  Square								
	OSE OF LICENSE				- 7 cace				
	- Fight Night in the Keys V								
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CITY O	F KEY WEST	DOUG	BRADSHAV 434, (305) 8	V. PORT PR	OJECT MANAG	ER, P.O. BO	X 6434, KEY WEST, FL		
6. LICEN	SEE (NAME AND ,	ADDRESS)			TATIVE (NAME/ADI	Daragarras			
Po e	Manageme DCX 990, 1	ent of Promotions key west, PC32041	David	Johnson Po Bo	305	- 304 - 6	128 1 FL 23041		
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					Port office at P.O.	Box 6434, I	Key West, FL 33041-6434		
	-	9. INSUR	ANCE REQUIR	ED AT EXPE	ISB OF LICENSE				
~	(IF ANY OR AL	L INSURANCE REQUIREME	NTS HAVE BE	EN WAIVED,	ENTER "NONE" IN a	, b, c, OR d AS	APPROPRIATE)		
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COVERAGE		SEE ITEM #1	0		ARTY PERSONAL		SEE ITEM#10		
b. THIRD PAR PROPERTY D		SEE ITEM#10	)	d THIRD PARTY PERSONAL					
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FOR			ВУ						
CITY OF KEY		NAME AND TITLE			SIGNATURE		DATE		
WEST	мп. лм	SCHOLL, CITY MANA	GER						
LICENSEE	Denn	is Liddy							
IL LICENSEE IS	A CURPORATION	ATTACH CERTIFICATION	OF CICNIATED	D.F.					

### ATTACHMENT B: GENERAL CONDITIONS

- The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- C. The use shall be limited to the purposes specified herein. Licensor does not warrant or represent that the property is safe or suitable for the purpose for which Licensee intends to use it, and Licensee assumes all risks in its use
- This License shall be neither assignable nor transferable by the Licensee.
- 6. 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
- The Licensee, at its own cost and expense shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determine by prorating the total expense of the item of longterm 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 Licensec'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.
- 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 limbilities in connection with the premises. Each policy of insurance against loss or damage to City of Key West property shall name the Licensee and the City of Key West, as the insured and shall contain a loss payable clause reading substantially as follows: "Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the City of Key West and the proceeds shall be payable to the City of Key West". In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the City of Key West for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement,

Initials of Applicant

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

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

# ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

- The City identifies a single Point of Contact, Mr. Doug Bradshaw, Port Project Manager of Key West, phone (305) 809-3792 or Cell (305) 797-8361, who will provide license provision oversight and enforcement for the full term of the license.
- 2. Prior to use of the premises Licensee must provide a \$\_\_\_\_\_ 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.
- Licensee must provide the City with a detailed schedule for activities.
- The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. without prior approval by Licensor.
- 7. No generators associated with the event shall operate after 6 p.m. and before 8 a.m.
- The leased site must be maintained in an orderly and neat condition. Licensor may request Licensee to improve conditions of site within reason if conditions become unacceptable.
- The Licensee shall notify the Truman Annex Master Property Owner's Association (TAMPOA) at least 30-days prior to the activity.
- Ingress/egress by the licensee shall be coordinated with the Licensor.
- 11. The Licensee must provide or ensure 24-hour security for the licensed area either thru security guard or by fencing with locking gates.
- 12. City of Key West personnel shall be allowed access to the site at all times.
- Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.

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

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

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

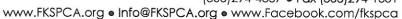


# Parking Requests for Special Events

Please describe	e any Sp	ecial Even	t Parking	requests	below:
Request en	tire	Mallory	Square	Parking	lot
			1, 107-108-1-004		
					**************************************
					· · · · · · · · · · · · · · · · · · ·
		<del></del>			
Mallory Square Rate	es: \$4.00 pe	er hour or \$32	.00 per day p	er space	
Key West Bight Rate	es: \$2.00 p	er hour or \$16	.25 per day j	per space	
On-Street Meter Rat	es: \$1.50 p	er hour or \$20	0.00 per day	per space.	
Vendors and Event (	Organizers :	must pay for i	netered park	ing used outs	side of Event Zone.
Modification of rates	or parking	g waivers can	only be appr	oved by City	Commission.
If you have any ques 3855 or email iwilkir			n Wilkins, Pa	arking Manaş	ger at (305) 809-

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

5230 College Road • Key West, FL 33040 (305)294-4857 • Fax (305)294-1331





November 1, 2011

City of Key West 3132 Flagler Avenue Key West, FL 33040

To Whom It May Concern:

The Florida Keys SPCA is thrilled to once again be chosen as the recipient of a \$5,000 donation from 218 Duval Street Corporation as a result of their event to take place on November 6, 2012.

This extremely generous donation is very much appreciated, especially in these tough economic times, and will go a long way to help the less fortunate animal in our community.

Please do not hesitate to contact me if you should have any questions.

Sincerely,

Connie Christian Executive Director



# 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 N/A	
☐ Map of Closed Road with Fire Lane & Vendor Booth(s) Locations	
Tents (More Than 200 SqFt.)	
☐ Flame Resistance Certificate	
☐ Size, Type, Location of Tent(s)	
Food Booths NIA	
☐ Food Booths – Total #	
☐ Vendor Booths – Total #	
☐ Total Number of Booths	
Parade $r^{j}$	
☐ Floats — Total #	
L A AUGUS A COME!	

	CERT	IFICATE OF	LIABILITY	<b>INSURANCE</b>		DATE (MM/DD/YY) 11/4/11	
PRODUCER AND THE NAMED INSURED  I.E.B.S. 8722 South Harrison Street Sandy, UT 84070				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFOR ONLY AND CONFERS NO RIGHTS UPON THE CERTIFIC HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTE ALTER THE COVERAGE AFFORDED BY THE POLICIES			
INSU					RS AFFORDING COV		
Nati	onal Special Events Association Inc			INSURER A: Prime Ins			
Chic	N. Avondale Ave., Ste. 103 ago, IL 60631			INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
cov	ERAGES				_		
THE AGG	POLICIES OF INSURANCE LISTED BELOW I JIREMENT, TERM, OR CONDITION OF ANY ( INSURANCE AFFORDED BY THE POLICIES I REGATE LIMITS SHOWN MAY HAVE BEEN I	CONTRACT OR OTHER DESCRIBED HEREIN IS	DOCUMENT WITH RI	ESPECT TO WHICH THIS	CERTIFICATE MAY BE ISSUE	O OR MAY PERTAIN	
INST	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM.DD/YY)	LIMITS	ı	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY	SC1012317	01/01/2012	01/01/2013	PER PERSON	\$ 0.00	
	CLAIMS MADE OCCUR				PER OCCURRENCE GENERAL AGGREGATE	\$ 1,000,000.00 \$ 2,000,000.00	
	MANUSCRIPT POLICY				SELF-INSURED RETENTION PERSONAL ADV INJURY	\$ 0.00	
	GEN'L AGGREGATE LIMIT APPLIES PER:	]			PRODUCTS - COMP/OP AG	\$ N/A \$ N/A	
Α	AUTO LIABILITY				ANNUAL AGGREGATE	\$	
	ANY AUTO ALL OWNED AUTOS				BODILY INJURY (Per Person)	s	
	SCHEDULED AUTOS				BODILY INJURY (Per Accident)	s	
					PROPERTY DAMAGE (Per Accident)	s	
	GARAGE LIABILITY/MANUSCRIPT FORM SCHEDULE AUTO G.K.L.L.				PER PERSON	\$	
	DRIVE AWAY D.O.C.				PER ACCIDENT	\$	
	CARGO ON HOOK CONTRACTUAL LIABILITY				AGGREGATE	\$	
	OTHER				PROPERTY DAMAGE	\$	
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE				AGGREGATE	\$	
	RETENTION \$					s	
	OTHER					\$	
	OTHER						
	IPTION OF INSURED OPERATION/LOCATIONS/VEHI age is limited to only insured activities or (			ECIAL PROVISIONS			
	Date of Event: 1/6/2012	v.5	: ::::::::::::::::::::::::::::::::::::	: Mallory Square	/ Key West		
Additional Insured and Certificate Holder:  DeJ Mgt. & Promotions							
☐ CERTIFICATE HOLDER ☐ ADDITIONAL INSURED ☐ LOSS PAYEE							
Attenti P.O	of Key West/ Mallory Squar on: BOX 1409 West, FL 33041	e/ Key West	WRITTEN NOTIC DO SO SHALL IM	TE THEREOF, THE ISSUIN E TO THE CERTIFICATE I	D POLICIES BE CANCELLED B IG INSURER WILL ENDEAVOR HOLDER NAMED TO THE LEF' R LIABILITY OF ANY KIND UP	TO MAIL 30 DAYS	

AUTHORIZED REPRESENTIVE OF THE INSURER

Event Name: Fight Night in the Keys V

# **Special Event Checklist**

RECEIVED

Everything must be checked off before submitting the special event application

**CITY MANAGER** 

NOV 0 3 2011

X	TITLE	COMMENTS
V	Special Event Application	
1	Noise Exemption (If applicable)	· ·
V	\$50.00 for Noise	2,13
1	Ordinance initialed	
	Recycling checklist completed	Dennis / Woste Mgt.
1	Recycling deposit \$1,000.00	
<b>/</b>	Recycling Plan	
1	Authorization Letter for continuous cleaning of recycled area	
NA	Signatures of No Objection of Street closure (If applicable)	NIA
<b>✓</b>	Insurance naming the City as additional insured	Cole Ins.
1	Financial of previous event (If applicable)	
<b>√</b>	Release & Idemnification Form	
1	Site Map ( where barricades, stages, etc are to go)	
_	Letter from non profit that states they will be receiving the funds	



Maria Ratcliff <mratclif@keywestcity.com>

# **Boxing Event**

3 messages

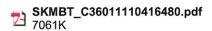
Maria Ratcliff <mratclif@keywestcity.com>

Fri, Nov 4, 2011 at 4:55 PM

To: Richard Sarver <rsarver@keywestcity.com>, Steve Torrence <storrenc@keywestcity.com>, Marcus Delvalle <mdelvalle@keywestcity.com>, Jim Young <jjyoung@keywestcity.com>, Jim Fitton <jfitton@keywestcity.com>, John Wilkins <jwilkins@keywestcity.com>, Myra Wittenberg <mwittenb@keywestcity.com>

Please review and send approval sheet as soon as possible as this is going on November 15, 2011.

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



Jim Fitton <ifitton@keywestcity.com>

Mon, Nov 7, 2011 at 8:21 AM

To: Maria Ratcliff <mratclif@keywestcity.com>

Cc: Martha Arencibia <marencib@keywestcity.com>, Jeffrey Williamson <jwilliam@keywestcity.com>

There will be a cruise ship on the Mallory Square dock from 0800 - 1700 on 5 January. I don't know where they will be setting up for the event but they will have to remain outside of the Secure Area adjacent to the t-pier and allow passengers to get to and from the ship.

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

Set up on the 5th 9:00 am Boxing event on 6th They will remain outside of Secure area they will remain outside of Secure area they will remain outside of Secure area

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

Sent: Friday, November 04, 2011 4:56 PM

To: Richard Sarver; Steve Torrence; Marcus Delvalle; Jim Young; Jim Fitton; John Wilkins; Myra Wittenberg

Subject: Boxing Event

[Quoted text hidden]

Maria Ratcliff <mratclif@keywestcity.com>

To: Jim Fitton < jfitton@keywestcity.com>

They are just setting up on that day, The fight is on the 6th.

[Quoted text hidden]

Mon, Nov 7, 2011 at 8:27 AM

Fight Night 1/6/11

# CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL S	IGNOFF):	1 /	CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	11/4/2011	
PUBLIC WORKS			
SIGNATURE	DATE		
POLICE DEPARTM	ENT		
SIGNATURE	DATE		
FIRE DEPARTMEN	Т		
SIGNATURE	DATE		
PORT/ Key West DO	Т		
SIGNATURE 1	DATE		
CODE COMPLIANO	CE.		
SIGNATURE I	DATE		
KEY WEST PROPEI MANAGEMENT	RTY		
SIGNATURE I	DATE		
PARKING DEPART	MENT		

# Fight Night 1/6/11

# CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):	CONDITIONS/RESTRICTIONS:
SIGNATURE DATE 1114/2011	
PUBLIC WORKS	
SIGNATURE DATE	
POLICE DEPARTMENT	
SIGNATURE DATE	
FIRE DEPARTMENT	
SIGNATURE DATE	
PORT/ Key West DOT	
SIGNATURE DATE	
CODE COMPLIANCE  7 New 11	
KEY WEST PROPERTY MANAGEMENT SIGNATURE DATE	
PARKING DEPARTMENT	
SIGNATURE DATE	

Routing Form 11/10

### **SPCA BOXING MATCH**

## CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL	SIGNOFF):	CONDITIONS/RESTRUCTIONS
SIGNATURE	DATE	
PUBLIC WORKS		
SIGNATURE	DATE	
POLICE		
SIGNATURE	DATE	
FIRE DEPARTME Marcus del Valle SIGNATURE	NT 11/7/11 DATE	SEE ATTACHED MEMO
PORT/KEY WEST	DOT	
SIGNATURE	DATE	
CODE COMPLIAN	ICE	
SIGNATURE	DATE	
KEY WEST PROPI MANAGEM		
SIGNATURE	DATE	
PARKING DEPAR	ΓΜΕΝΤ	
SIGNATURE	DATE	







### THE CITY OF KEY WEST

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

To: DEJ Management & Promotion, Inc

From: Division Chief/Fire Marshal Marcus del Valle

Date: 11/07/2011

Reference: Fight Night in the Keys at Mallory Square

This office reviewed the special event application for the Fight Night in the Keys at Mallory Square to be held on January 05, 06, 2012.

The following conditions apply:

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

Event organizer DEJ Management & Promotion, Inc is responsible for Two Fire Inspectors @ \$35.00 an hour. They will be present for the entire event to conduct a Fire Safety Watch.

The Fire Prevention Bureau will be on hand Thursday morning and afternoon to assure the set-up is done in a safe manner, and allocations are made for adequate spacing of emergency exits. All operations done during regular Fire Prevention Hours will be at no cost to the promoter.

**Marcus del Valle**, Fire Marshal

Key West Fire Department 1600 N. Roosevelt Blvd. Key West, Florida 33040 305-292-8179 Office 305-293-8399 Fax mdelvalle@keywestcity.com Serving the Southernmost City

,

KEYNESTFORE

They are just setting up on that day, The fight is on the 6th.

[Quoted text hidden]

#### Jim Fitton <ifitton@keywestcity.com>

To: Maria Ratcliff <mratclif@keywestcity.com>

I understand, but they can't be setting up in the restricted area on the 5th.

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

Mon, Nov 7, 2011 at 8:31 AM

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

Sent: Monday, November 07, 2011 8:28 AM

To: Jim Fitton

Subject: Re: Boxing Event

[Quoted text hidden]

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

To: Jim Fitton < jfitton@keywestcity.com>

I will get with them and let them know. Thanks

[Quoted text hidden]

Mon, Nov 7, 2011 at 8:32 AM

Mon, Nov 7, 2011 at 9:24 AM

### Myra Wittenberg <mwittenb@keywestcity.com>

To: Maria Ratcliff <mratclif@keywestcity.com>

Cc: Richard Sarver <rsarver@keywestcity.com>, Steve Torrence <storrenc@keywestcity.com>, Marcus Delvalle <mdelvalle@keywestcity.com>, Jim Young <jjyoung@keywestcity.com>, Jim Fitton <jfitton@keywestcity.com>, John Wilkins <jwilkins@keywestcity.com>

Maria

I don't believe the Fight events at Mallory Square have any effects on bus services - thanks, Myra

[Quoted text hidden]