CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

| Name of Applicant(s) Walker International Events |
|---|
| Address of Applicant(s) 3648 WEBBERST. Sarasota, F1 34232 |
| Phone Number of Applicant(s) 400 526 6577 Fax: 941 122 4797 Email |
| Name of Non-Profit (s) |
| Address of Non-Profit(s) |
| Phone Number of Non-Profit(s) |
| Amount or Percentage of Revenue Non-Profit(s) anticipates receiving |
| Date/Dates of Event 1/24/13, 1/25/13, 1/26/13, 1/27/13 |
| Hours of Operation 6hawting: 5:30 and 7:30 fm an 124 and 125 3:00 and 5:30 fm an 1:126 and 2:00 and 4:30 pm an 1/2> Estimated/anticipated number of persons per day 200 per 5haw |
| Location of Event Trum Awex Water Front |
| Street Closed NA |
| Detailed description of event Family circus works the Bis top |
| Noise exemption required: Yes No V |
| Alcoholic beverages sold/served at event: Yes No |
| The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permittee agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all liability, claims for damages, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the city their agents or employees. |

Applicants Signature

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

Date

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

ORDINANCE NO. 02-09

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST, FLORIDA: That section 6-26 of the Code of Ordinances is herby 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 provisions 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 manger 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 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 (11/2%) 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 of 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

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

Section 2. That section 6-27 is herby 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 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) 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 of 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 which 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 therefore and shall be construed as reasonable and necessary to achieve the lawful purposes of this ordinance.

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

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

Read and passed on first reading at a regular meeting held this 16th day of October, 2002. Read and passed on second reading at a regular meeting held this 6th day of November, 2002. Read and passed on final reading at a regular meeting held this 19th day of November, 2002. Authenticated by the presiding officer and Clerk of the Commission on 21st day of November,

2002.

Filed with the Clerk November 21, 2002.

Sponsor's Signature MM MUY

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.
- 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 Almi Musik
- 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

| | 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 Little Mulliful |
|------------|---|
| Ç | All applications are subject to approval at the discretion of the City Manager and/or Sponsor's Signature MM Must |
| 11. | 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 sponsor's Signature The applicant shall pay for the newspaper advertisement. |
| | 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. |
| 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 Sponsor's Signature |
| | Any nonprofit organization accepting the waiver provided for by subsection (d) of the ordinance shall, within 90 days following the special event, submitted to the city commission an accounting of expenses and revenues incurred and generated during the special event. Sponsor's Signature |
| 1 | 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 ponsor's Signature with |
| sp. sp. an | There a person has not applied for a special event permit and an event at it's location wills into a street, causing the police department to close all or a portion of the street, a person sponsoring the event shall pay all such extraordinary service costs incurred the city. On each anniversary of this occurrence, if the person can reasonably dicipate an overflow of people into the street, a special event permit must be collected for consistent with this division. A violation of this section may be grounds on occupation license. |



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION
Walker International Events
Circus at the Truman Waterfront
January 24 through January 27, 2013

I Catia Meluzzi being authorized to act on behalf of and legally bind Walker International Events 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.

Signature of Witness
SALLY POPE)

Print Name

11.1.15

Print Name

Date

11112 Date

Complete Checklist for Event Recycling City of Key West

| to | Identify contact person at the festival responsible for working with recycling. Name of person: Phone number: 941 350 8282 |
|----------|---|
| ₽ | Identify the recyclable commodities that will be used by the public and behind-the-scenes. Aluminum Glass #1 Plastic #2 Plastic Steel Corrugated Cardboard Other: Plastic Botto and Paper Cufs Define the amount of recycling and to present the second paper. |
| Y | Define the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every 1 trash barrels will be used). Amount of recycling and garbage containers needed: |
| | Arrange for recycling containers for the grounds and a large container (roll-off or festival box) and coordinate delivery and removal arrangements. Recycling containers may be ordered from Waste Management. 305 296-2825. Arrangements made: 101612 USA Waste Managements. |
| | Contact person for containers: MANGRE LAVA B. Phone # 32 Gallous each |
| | Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers. |
| V | 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: 10/16/12 |
| ه/ | 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. |
| V | Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Inform them that signs will be posted in their areas. |
| 0/ | Oversee the delivery of containers and placement of signs. |
| a/ | Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling |



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.

latia meluzy

WALKER INTERNATIONAL EVENTS INC

3618 Webber St Sarasota, FL 34232-4430 2542

63-9138/2631

DATE (100), 7, 12

PAY TO THE ORDER OF CITY OF YEY WEST

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DOLLARS I Security Features Details on Security

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BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com

FOR RELYCING DEPOSIT

Mellen

City of Key West *** CUSTOMER RECEIPT *** Oper: KEYWMGM Type: OC Drawer: 1 Date: 11/15/12 45 Receipt no: 14552

Description Quantity Amount ZZ UNUSUAL PAYMENT 1.00 \$1000.00

6/L account number: 00100002200100

RECYCLING WALKER BROTHERS

Tender detail CK CHECK 2542 \$1000.00 Total tendered \$1000.00 \$1000.00

Trans date: 11/14/12 Time: 16:04:33

Walker International Events, Inc presents... "Circus, Circus and More Circus" 2013 Recycling Plan

- 1. Arrangements have been made with our Waste Management representative Margret Lara to secure (1) six yard dumpster and (10) 32 gallon recycling totes, which will be emptied as necessary by WM.
- 2. Large signs will be posted at and around the circus location to indicate where trash receptacles and recycling bins are located to ensure proper disposal of items.
- 3. Circus ringmaster will make several announcements during the show prior to and during performances to promote recycling and direct patrons to receptacle locations.
- 4. Walker International Events, Inc will submit a final recycling report after the events conclusion.



Parking Requests for Special Events

| Please describe any Special Event Parking requests below: |
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| 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 <u>jwilkins@keywestcity.com</u> |

ATTACHMENT A LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY LICE

LICENSE NUMBER

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| IF LICENSEE IS A COR | PORATION | , ATTACH CERTIFICATION | OF SIGNATU | RE | | 0.00 | | | |

ATTACHMENT B: GENERAL CONDITIONS

- The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- C. The use shall be limited to the purposes specified herein. Licensor does not warrant or represent that the property is safe or suitable for the purpose for which Licensee intends to use it, and Licensee assumes all risks in its use.
- d. This License shall be neither assignable nor transferable by the Licensee.
- C. If utilities and services are furnished to the Licensee during License period, the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.
- f. The Licensee, at its own cost and expense shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determine by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its
- 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 License 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 Licensco. All insurance required for the Licensco 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 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 Licensec 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 Licenser 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.

- 1. The Licensee shall indemnify and save harmless the City of Key West, its officers, agents, servants and employees from all liability or otherwise, for dosth 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 farnish 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 endorscenent reading substantially as follows: "The insurer waives any right of subrogation against the City of Key West which night 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 Licensers 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 commarcial or selling agencies maintained by the Licensee for the purpose of securing business.
- 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, marinal 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 inconspicuous places available for employees and applicants for employment, notices to be provided by the Licenser 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
- 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.
- Prior to use of the premises Licensee must provide a \$\frac{1}{200}\$ refundable deposit and a \$\frac{5}{200}\$. Cononrefundable payment for use of the property. This payment shall be delivered to the Port office at P.O Box 6434, Key West, FL 33041-6434. All checks shall be made payable to Licensor. Utilities used by Licensee will be charged at current rates. Any additional costs that will be incurred by the City (security, fire protection, public works, Navy, etc.) must be paid to the City to those departments. Assignment of damage cost or noncompliance penalties will be at the discretion of the City of Key West. Additional charges may be made after the activity if required.
- All utility use must be coordinated through Doug Bradshaw. Any modification to 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.
- 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.

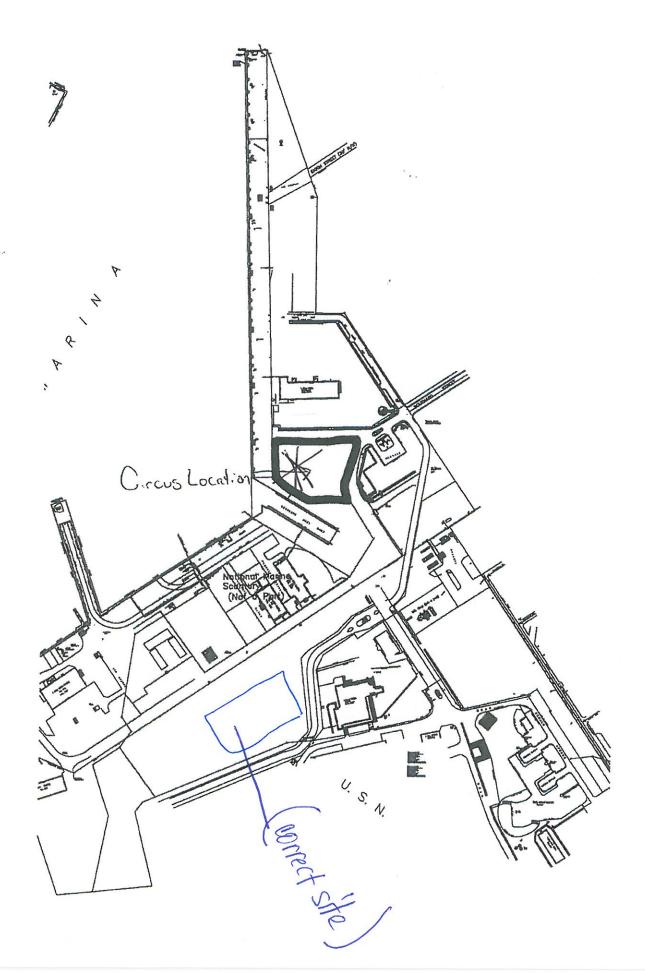
- Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
- Entrance to City of Key West buildings is not authorized.
- 16. No alcoholic beverages/non-prescription drugs or food may be brought onto or sold on Licensor's property without prior approval from the 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.
- 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.

CAAD

Walker International Events Monthly Report

| Date | Town | Gate | Concession | Rides | Total Gross | |
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

| | the terms and conditions of the polic certificate holder in lieu of such endo | rsen | ent(s | policies may require an e ;). | | | tement on t | nis certificate does not | confer | rights to the |
|---|--|------------|-------------------------|---|--|---|---------------------------------|---|---------|-------------------------------|
| PRODUCER Allied Specialty Insurance, Inc. | | | | | CONTA NAME: | | | | | |
| | 10451 Gulf Boulevard | | | | | PHONE [FAX (A/C, No, Ext): (A/C, No): | | | | |
| Treasure Island, FL 33706-4814 | | | | | È-MAIL ADDRE | SS: | | | | No introduction in the inter- |
| 1-800-237-3355 | | | | | | | | | NAIC # | |
| | | | INSUR | ERA: T.H.E. | Insurance | Company | | 12866 | | |
| INS | Walker International Eve | 70 | | | INSURI | | | | | |
| | and Mammoth Equipmen | t Le | asin | g Corp. | INSURI | | | | | |
| l, | 3618 Webber Street, Suit | e 10 | 2 | | INSURI | | | | | |
| | Sarasota, FL 34232 | | | | INSURE | | | | | - |
| CC | OVERAGES CEI | RTIF | CAT | E NUMBER: | T IIIOOIK | -101 | | REVISION NUMBER: | | |
| C | THIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY RETRIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH | PER POL | REME TAIN, ICIES. | :NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE | OF AN | Y CONTRACT THE POLICIE REDUCED BY | OR OTHER S DESCRIBE PAID CLAIMS | DOCUMENT WITH RESPE | CT TO | WHICH THIS |
| INSF | TYPE OF INSURANCE | INSF | L SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | rs | |
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| | CLAIMS-MADE X OCCUR | | | | | | | MED EXP (Any one person) | \$ | |
| | | | | | | | | PERSONAL & ADV INJURY | | 00,000 |
| | | | | | | | | GENERAL AGGREGATE | | 00,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC | | | | | | | PRODUCTS - COMP/OP AGG | \$ 1,00 | 00,000 |
| | AUTOMOBILE LIABILITY | + | <u> </u> | | | | | COMBINED SINGLE LIMIT | | |
| | ANY AUTO | | | | | | | (Ea accident) BODILY INJURY (Per person) | \$ | |
| | ALL OWNED SCHEDULED AUTOS | | | | | | | BODILY INJURY (Per accident) | \$ | |
| | HIRED AUTOS NON-OWNED AUTOS | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | | \$ | |
| | UMBRELLA LIAB OCCUR | | | | | | | EACH OCCURRENCE | \$ | Mayor and the second |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE | \$ | |
| | DED RETENTION \$ WORKERS COMPENSATION | | | | | | | NAIO OTATIL | \$ | |
| | AND EMPLOYERS' LIABILITY Y/N | | | | | | | WC STATU- OTH- TORY LIMITS ER | -000 | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | | | | | E.L. EACH ACCIDENT | \$ | |
| | (Mandatory in NH) If yes, describe under | | | | | | | E.L. DISEASE - EA EMPLOYEE | | |
| | DÉSÉRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
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| DESC | CRIPTION OF OPERATIONS / LOCATIONS / VEHICL | ES (A | ttach A | CORD 101, Additional Remarks S | chedule, | if more space is | required) | 100 | | |
| | ECTIVE FROM 1/24/12 THROUGH 1/27 | | | | | | | | | |
| | ITIONAL INSURED: CITY OF KEY WE | | | | | | | | | |
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| | OF KEY WEST | | | | SHOU | LD ANY OF TI | HE ABOVE DE | SCRIBED POLICIES BE CA | NCELLI | ED BEFORE |
| | BOX 1409 | | | | THE | EXPIRATION | DATE THE | REOF, NOTICE WILL BI | E . DEL | VERED IN |
| EY | WEST, FL 33041 | | | | ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | |
| | | | | 7 | AUTHORIZED REPRESENTATIVE | | | | | |
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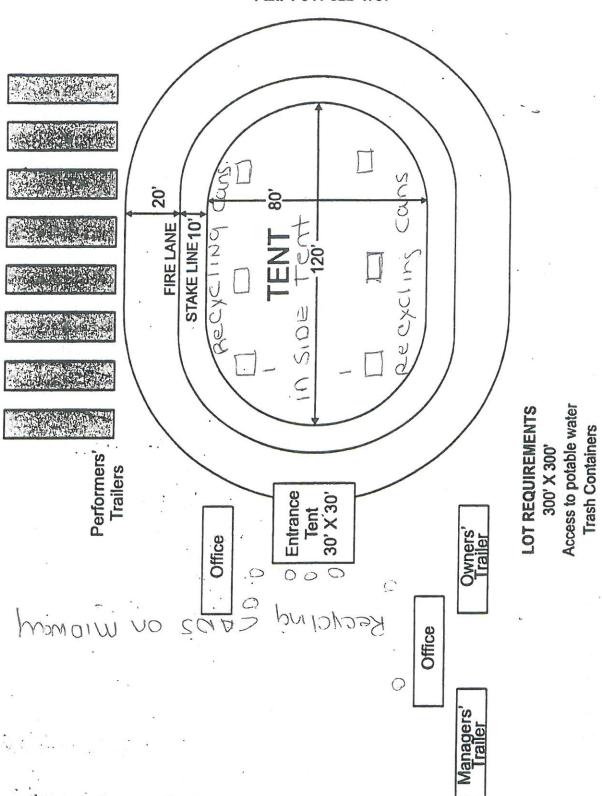
KEY WEST FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

Please Check All That Apply To This Event

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

Walker Brothers Circus

3618 Webber St. Ste. 102 · Sarasota, FL Phone: 1-800-528-6577 • 1-941-922-8387 Fax: 1-941-922-4797







Kelly Fairchild,

November 1, 2012

On behalf to the Key West Police Athletic League I would like to thank you and The Walker Bros. Circus for choosing our organization once again for the 2013 shows. Your generous donation will help us provide our local youth with the focus and direction to help them become responsible citizens.

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

Once again thank you.

One Team. One Goal. Save Lives.

Officer D. Chavarria
K.W.P.A.L President
Key West Police Department
1604 North Roosevelt Blvd
Key West, Fl 33040
E-mail- dchavarr@keywestcity.com
Phone- 305.809.1034

Walker Brothers Jan 24
25
CITY OF KEY WEST SPECIAL EVENTS
DEPARTMENT APPROVALS (in order of routing):
27

| EVENITO (DIETLA GIGNATION) | |
|--|--------------------------------|
| EVENTS (INITIAL SIGNOFF): | CONDITIONS/RESTRICTIONS: |
| SIGNATURE DATE | |
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| | CONDITIONS/RESTRICTIONS: |
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| POLICE DEPARTMENT | CONDITIONS/RESTRICTIONS: |
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| FIRE DEPARTMENT | CONDITIONS/RESTRICTIONS: |
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| CODE COMPLIANCE | |
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| EVENTS: REQUEST HAS BEEN APPROVED DENIED | (if denied attach explanation) |
| Doug Bradshaw | |

| Nacker | Brothers | J |
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CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS (in order of routing):

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| EVENTS (INITIAL S. MANUEL PAR SIGNATURE | IGNOFF): DATE | CONDITIONS/RESTRICTIONS: |
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| EVENTS: REQUEST HAS BEEN | APPROVED | (if denied attach explanation) |
| Doug Bradshau | Ũ | |

pri gale site?

Event Name: Walker Brothers Circus

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 | inroute |
| V | Ordinance initialed | |
| V | Recycling checklist completed | |
| V | 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 |
| \checkmark | Insurance naming the City as additional insured | |
| $\sqrt{}$ | Financial of previous event (If applicable) | |
| $\sqrt{}$ | Release & Idemnification Form | |
| V | Site Map (where barricades, stages, etc are to go) | |
| $\sqrt{}$ | Letter from non profit that states they will be receiving the funds | |

Deposit for use of TRUMAN Waterfront







THE CITY OF KEY WEST

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

To: Walker Brother Circus

From: Division Chief/Fire Danny Blanco

Date: 11/6/12

Reference: Walker Brothers Circus Event

This office reviewed the special event application for the Circus at the Truman Annex Waterfront to be held on January 24-27, 2013.

The following conditions apply:

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

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

Event coordinator is responsible for scheduling the inspection.

If I can be of any further assistance please contact me.

Danny Blanco, Fire Marshal

Key West Fire Department 1600 N. Roosevelt Boulevard Key West, Florida 33040 305-809-3933 Office 305-292-8284 Fax dblanco@keywestcity.com

Serving the Southernmost City

Walker Circus

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

| EVENT (INITIAL SIGNOFF): | | CONDITIONS/RESTRUCTIONS |
|---------------------------------|------------|--|
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| Daniel Blanco | 11/06/2012 | |
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| MANAGEM | IENT | |
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| PARKING DEPAR | TMENT | |
| SIGNATURE | DATE | |

Walker Brothers Jan 24

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

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| 2 | 2 | 7 |

| EVENTS (INITIAL SIGNOFF): Multiple Pateuple SIGNATURE DATE | | CONDITIONS/RESTRICTIONS: |
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| SIGNATURE | DATE | |
| FIRE DEPARTMENT | | CONDITIONS/RESTRICTIONS: |
| SIGNATURE | DATE | |
| KWDOT/PORT | | CONDITIONS/RESTRICTIONS: |
| SIGNATURE CODE COMPLIANCE | DATE | |
| | | CONDITIONS/RESTRICTIONS: |
| SIGNATURE | DATE | |
| EVENTS: REQUEST HAS BEEN | APPROVED DENIED | (if denied attach explanation) |
| Doug Bradsha | \mathcal{W} | |
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Walker Brothers

Jan 24 25 24

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

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| DENIED | (if denied attach explanation) |
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