

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

Name of Applicant(s) Premiere Racing, Inc / Yachting Race Week

Address of Applicant(s) 67B Front Street, Marblehead MA 01945

Phone Number of Applicant(s) 781-639-9545 Fax: 781-639-9171 Email peter@premiere-racing.com

Name of Non-Profit (s) N/A

Address of Non-Profit(s) N/A

Phone Number of Non-Profit(s) N/A

Amount or Percentage of Revenue Non-Profit(s) anticipates receiving N/A

Date/Dates of Event January 1 - February 1, 2013

Hours of Operation 6:00 AM - 8:00 PM

Estimated/anticipated number of persons per day 100 - 200

Location of Event Truman Waterfront Property

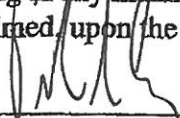
Street Closed N/A

Detailed description of event Property use is as it was the past 12 years. An adjunct to Key West Race Week (Yachting Race Week) primarily for the purposes of staging, launching and hauling of racing sailboats and support boats. Additional uses are seawall dockage and med-moor anchorage for a small number of boats, seawall dockage and storage of boat and event support trailers.

Noise exemption required: Yes _____ No X

Alcoholic beverages sold/served at event: Yes _____ No X

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

Date August 21, 2012

*(Financial statements of the event from the previous year must be attached and submitted along with special event 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 MINIMUM NON-PROFIT SHARE FOR SPECIAL EVENTS IN WHICH A STREET IS CLOSED; AMENDING SECTION 6-58 TO PROVIDE THAT MAJOR FESTIVAL SPONSORS MAKE APPLICATION SIX MONTHS IN ADVANCE AND APPROVE CERTAIN SALES OF ALCOHOLIC BEVERAGES; ADDING SECTION 6-61 PERTAINING TO HANDICAP-ACCESSIBLE BATHROOM FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE

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

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

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

Sec. 6-26. Payment for city services.

- (a) The organizer or sponsor of any festival, street fair, fair, carnival, athletic event, contest, competition, parade, fundraiser, rally, boat or car race or other special event which requires city authorization, whether by administrative permit or city commission approval, and which requires the 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 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 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 (1½%) 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.

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

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. At 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: ~~Faney~~Fantasy Fest, Hemingway Days, Goombay Festival, Conch Republic Celebration, the Poker Run, the Valentine's Day event for Wesley House, the Red Ribbon event at ~~Mango's~~ Mangoes, and such other special events as may be added or subtracted by resolution of the city commission. Private persons or business entities who sponsor major festivals are not required to provide funds to a non-profit organization per section 6-57. An application for a major festival must be received in the city manager's office at least six (6) months in advance of the scheduled event. ~~Have a non profit coapplicant or to provide a percentage of revenues to a charitable cause.~~

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

Section 6

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

Sec. 6-61. Temporary bathroom facilities.

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

A handwritten signature in blue ink, appearing to be "C. Kelly", written over a horizontal line.

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

1. All Applicant(s) must fill out a City of Key West (City) application form provided to you by the Office of the City Manager.
2. Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.
3. Application(s) must provide comprehensive liability insurance insuring itself and the City against all claims of damages or injury to persons or property arising for any reason as a result of the activities associated with the special event permitted by the City. The insurance policy shall be written by a solvent insurance company in good standing and shall provide a minimum of \$1 million general liability. The policy shall show the City of Key West as an additional named insured.
Sponsor's Signature _____ 
4. The applicant shall indemnify and hold the City harmless from all losses, claims, damages, liabilities, and expenses which may be incurred by the City or which may be claimed against the City by any person, firm to the person or property of any person, firm, corporation, or entity which are consequent or arise from the activities of the permit holder or its equipment, employees, agents, guests, licensees, or invitees for the permit holder activities or which damages/injuries are consequent or arise from permit holders failure to comply with all applicable laws, statutes, ordinances and regulations.
Sponsor's Signature _____ 
5. Applicant(s) who are businesses or private persons who wish to close a City street must make an application jointly with a non-profit entity. When a sponsor proposes a special event that will cause the closing of a city street or other public right-of-way, the sponsor must donate at least 25% of the sponsor's gross revenues or \$1000.00, whichever is greater, to at least one nonprofit organization. The sponsor must designate the nonprofit organization(s) on the application for the event. Each named nonprofit organization must provide the city manger with a letter of assent. Applicant(s) must also hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or the City Manager's Office. Applicant(s) must have neighboring businesses sign a petition of no objection to the street closure.
Sponsor's Signature _____ 
6. *Within 30 days of the events completion the City Commission will receive a letter from the not for profit organization stating the amount of the monetary donation received from the event.*
Sponsor's Signature _____ 
7. Applicant(s) wishing to sell/consume alcoholic beverages on City property must have approval by the City Commission via Resolution and must hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or City Manager's Office. Applicant must provide liquor liability insurance.
Sponsor's Signature _____ 

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

- Identify contact person at the festival responsible for working with recycling.
Name of person: Jeanne Kleene Phone number: 781-639-9545
- Identify the recyclable commodities that will be used by the public and behind-the-scenes.
Aluminum x Glass x #1 Plastic _____ #2 Plastic _____ Steel _____
Corrugated Cardboard _____ Other: _____
- Define the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every 1 trash barrels will be used).
Amount of recycling and garbage containers needed: minimum of six (6) 32 gallon containers and one (1) rolloff bin
- 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: Arrangements to be finalized with Margret Lara Waste Management and existing Kelly's arrangements
- Capacity of containers on grounds: TBD
Contact person for containers: Margret Lara Phone #: 305-797-3312
- Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers.
- Acquire liner bags for the recycling containers to be placed on the grounds. Ensure that the capacity of the bags is equal to or greater than that of the recycling containers on the grounds.
- Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.
Arrangements made: Waste Management Consulted - arrangements to be made
- Arrange for pick-up of the recyclables. The agency providing containers will often take the materials for recycling. In other cases, arrange for the materials to be taken to a recycling facility.
Arrangements made: Waste Management Consulted - arrangements to be made
- Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Inform them that signs will be posted in their areas.
- Oversee the delivery of containers and placement of signs.
- Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

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

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

- View trash barrels and note any recyclables in the trash. Take actions to solve problems.
Problems: _____ to be monitored on site

- 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: _____ to be done on site

- Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.
- At the end of the event, remove signs and arrange for their return to owners.
- Place recycling containers in the pick-up location, as arranged with the providers of the containers.
- Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels.
Amount of material: _____ to be done on site

- Contamination: _____
- Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.
- Share the results with event organizers.
- Security deposit of \$1000.00 must be submitted prior to the event.
- Security deposit returned: _____

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

PREMIERE RACING, INC. 01-97
67 B FRONT STREET
P.O. BOX 1067
MARBLEHEAD, MA 01945
(781) 639-9545

BANK OF AMERICA, NA
MARBLEHEAD, MA 01945
5-13/110

6122

8/17/2012

PAY TO THE ORDER OF City of Key West

\$ **1,000.00

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

City of Key West
PO Box 1409
Key West, FL 33041-1409



MEMO

Recycle Deposit - Truman Waterfront



City of Key West
*** CUSTOMER RECEIPT ***
Dper: KEYWMBM Type: OC Drawer: 1
Date: 8/29/12 45 Receipt no: 103622

Description	Quantity	Amount
ZZ UNUSUAL PAYMENT	1.00	\$1000.00

B/L account number:
00100002200100

PREMIERE RACING, INC.
RECYCLING DEPOSIT

Tender detail		
CK CHECK	6122	\$1000.00
Total tendered		\$1000.00
Total payment		\$1000.00

Trans date: 8/29/12 Time: 8:58:44

© 2010 INTUIT INC. # 785 1-800-433-8310

Special Event Recycle Plan

ATTACHMENT 1-C

Truman Waterfront Property Use during Premiere Racing's Key West Race Week / Yachting Race Week

January 1 – February 1, 2013

Recycle Coordinator: Jeanne Kleene, Premiere Racing
Contact: 781-639-9545 (office) 617-922-0656 (mobile)
Email: jeanne@premiere-racing.com

Recycle Coordinator will:

- Educate and/or training recycling staff, attendees, and participants of event policies;
- Coordinate the lease of recycle bins and the pickup of recyclables;
- Report the volume recycled to the City of Key West (Annalise Mannix 809-3747 or designee);
- Ensure food waste or other trash containers are adjacent to recycle bins;
- Designate a volunteer responsible for ensuring against comingling of recyclables and trash;
- Locate recycling areas with trash receptacles near any port-o-lets, and at the event entrance and exit.

Minimum City Requirements:

- Note that there will be no food or beverage vending as part of our use of the Truman Waterfront Property.
- Recycle bins will be provided alongside trash barrels and dumpsters.
- Containers will be clearly marked and visible
- Waste Management will deliver recyclables to the recycle center

This is a secure area and recycling instructions will be provided to all who have access.

There will be a minimum of six (6) 32 gallon totes located in area. A roll-off will also be ordered if there are sufficient boats to warrant it. Waste Management has been consulted and will provide the totes and roll-off.

Premiere Racing will contract with Waste Management to pick up recyclables and report the volume.

Any card board is expected to be minimal, as there are no vendors in this area and no supplies will be delivered. We will provide containers for any cardboard and will monitor breakdown of cardboard and disposal.

Recycle bins will be clearly marked "Recyclables" and monitored



ATTACHMENT 1-D

THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3888

Pursuant to my request to conduct a special event requiring authorization by the City Commission, I agree that throughout the event I will keep the premises clear of accumulated recyclables, trash and debris. This includes emptying trash and recycle cans on a regular basis for the duration of the event.

A handwritten signature in blue ink is written over a horizontal line. The signature is cursive and appears to be the name "Cathy".




THE CITY OF KEY WEST

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

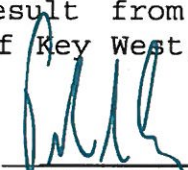
**RELEASE AND INDEMNIFICATION
Premier Racing
Use of the Truman Waterfront Property
January 1 through February 1, 2013
6:00 a.m. to 8:00 p.m.**

I **Peter Craig** being authorized to act on behalf of and legally bind **Premier Racing** 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
Jeanne Kleene
Print Name

August 17, 2012
Date



Signature of Applicant
Peter Craig
Print Name

August 17, 2012
Date



**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 # _____



THE CITY OF KEY WEST

Parking Division

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

Parking Requests for Special Events

Please describe any Special Event Parking requests below:

NONE

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

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

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

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

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

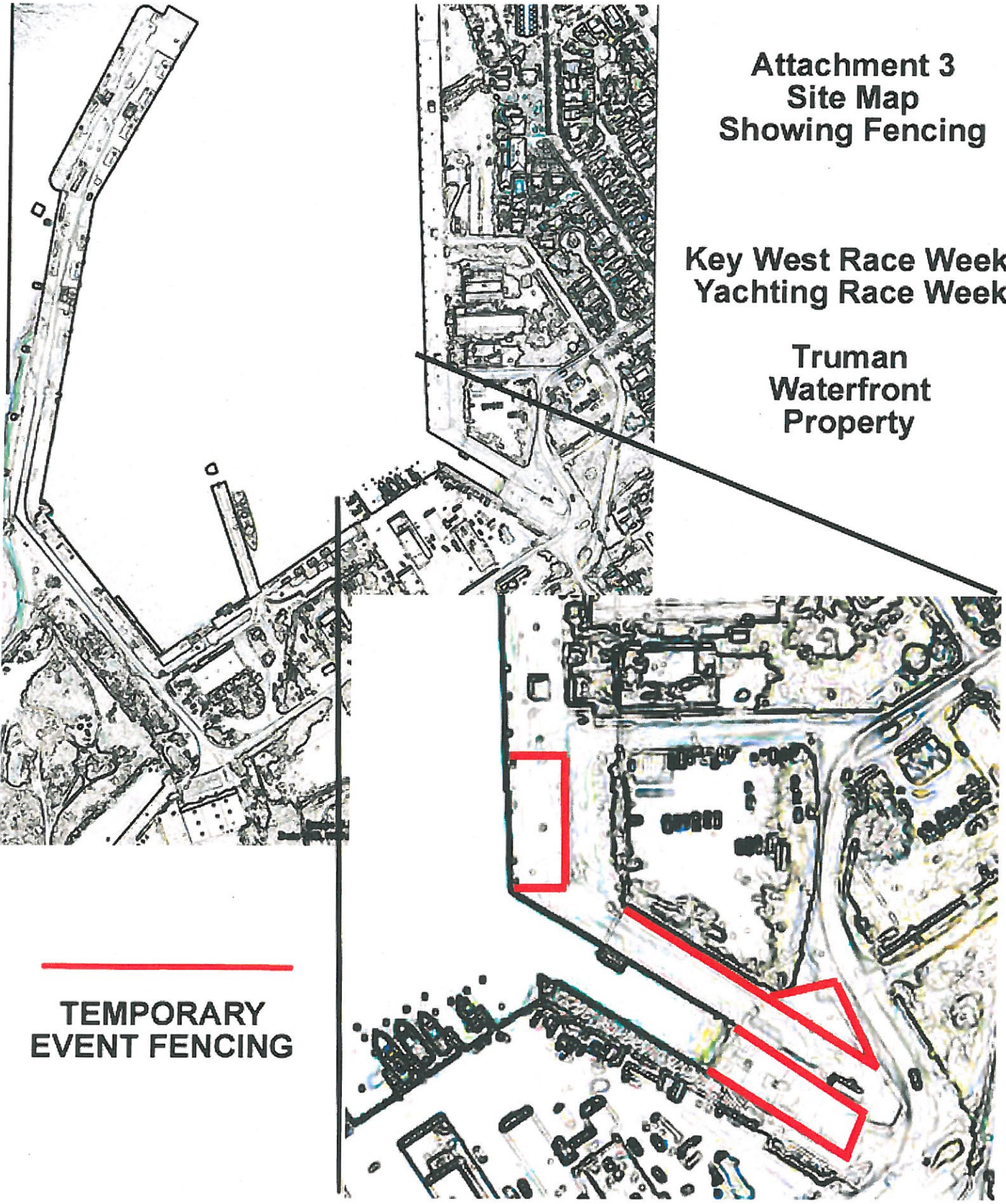
If you have any questions, please contact John Wilkins, Parking Manager at (305) 809-3855 or email jwilkins@keywestcity.com

(305) 809-3855 jwilkins@keywestcity.com

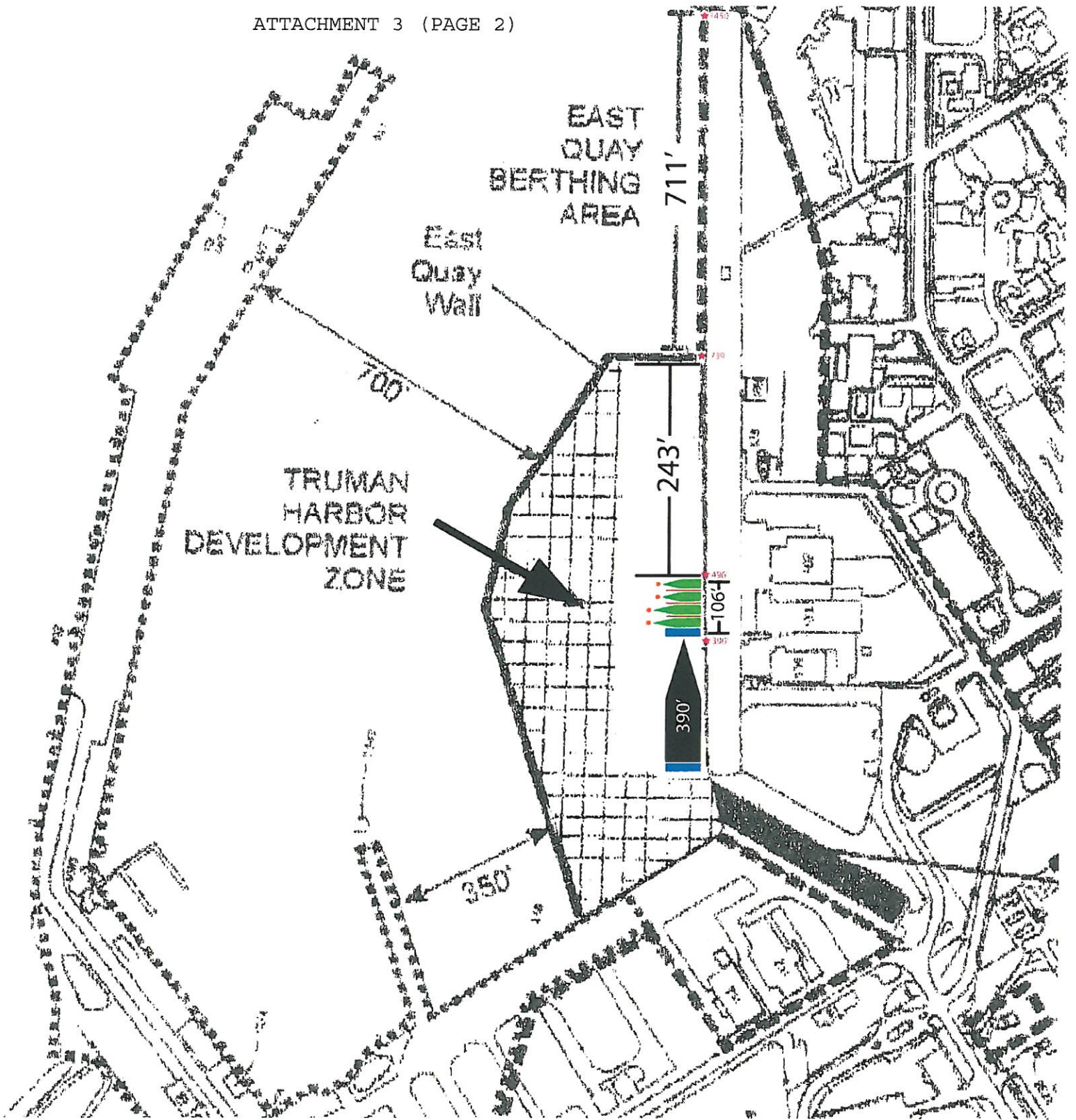
**Attachment 3
Site Map
Showing Fencing**

**Key West Race Week/
Yachting Race Week**

**Truman
Waterfront
Property**



**TEMPORARY
EVENT FENCING**



LEGEND



Proposed Economic Development Conveyance (EDC) Boundary

Area Deferred by Navy for Conveyance

Truman Harbor Development Zone

Boat Ramp Area

East Quay Wall Berthing Area



USCG - Ingham

390' 711



25' Spacing

243



5' Spacing

106



18' Beam

+ 390



15' Beam

1450

THIS IS 2012 - NEW REQUEST TO BE SUBMITTED

LICENSE FOR NONFEDERAL USE OF REAL PROPERTY

NAVFAC 11011/29 (6-75) (Supersedes NAVDOCKS 2260)

LICENSE NUMBER**N69450-12-RP-00048**

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE ATTACHED GENERAL PROVISIONS. BY THE EXECUTION HEREOF, THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS, AND GENERAL PROVISIONS.

1. NAVAL ACTIVITY (Property Location)

NAVAL AIR STATION KEY WEST

2. DATES COVERED (Inclusive)

From 9 JAN 2012

To 1 FEB 2012

3. DESCRIPTION OF PROPERTY (Include room & building numbers where appropriate)

The Government hereby licenses to the Licensee, and the Licensee hereby license from the Government. Truman Harbor and Mole Pier, located at Truman Annex, Naval Air Station Key West as shown on Attachment (A), attached hereto and by reference made a part hereof (herein called the "License Premises").

4. PURPOSE OF LICENSE

Premier Racing request temporary use of the Outer Mole, the South End, the Inner Mole, and access to the eastern side of Pier 8 or any other seawall space deemed appropriate by the Navy for mooring race boats and support boats and their race boats along with berthing two large support boats; use of designated areas in the immediate vicinity of these locations to park vehicles.

5. LICENSOR

UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY

5a. LOCAL REPRESENTATIVE, DEPARTMENT OF THE NAVY OFFICIAL (TITLE & ADDRESS)

Commanding Officer, Naval Air Station Key West
P.O. Box 9001
Building A-629
Key West, FL 33040

6. LICENSEE (Name & Address)

The City of Key West
P.O. Box 1404
Key West, FL 33041-1409

6a. LOCAL REPRESENTATIVE (Name & Address)

Mr. Jim Scholl
Key West City Manager
* Address same as Box 6

7. CASH PAYMENT BY LICENSEE (Payable in advance)
(If no cash payment is required, enter "NONE" under item 7a "Amount")

a. AMOUNT (EACH PAYMENT)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Title & address of local representative of the Government)
NONE	N/A	N/A	

8. DEPOSIT FOR UTILITIES AND SERVICES (Security presence for the time period the vessels are moored on navy property to be paid by licensee)

a. AMOUNT (EACH PAYMENT)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (Mailing Address)
NONE			

9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE

(If any or all insurance requirements have been waived, enter "None" in a, b, c, or d as appropriate)

TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE & EXTENDED COVERAGE	\$2,000,000	c. THIRD PARTY PERSONAL INJURY PER PERSON	\$500,000
b. THIRD PARTY PROPERTY DAMAGE	\$300,000	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	\$2,000,000

10. GENERAL PROVISIONS (See Attached)

License is subject to provisions included in Attachments (A) & (B) and the General Provisions.

II. EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
DEPARTMENT OF THE NAVY	Timothy T. Yonce Real Estate Contracting Officer		
LICENSEE	Mr. Jim Scholl Bob Vitas City Manager, Key West, FL		

10. GENERAL PROVISIONS
LIC-N69450-12-RP-00048

- a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- b. This License shall be effective for the period stated in Item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- c. The use shall be limited to the purposes specified herein.
- d. This License shall be neither assignable nor transferable by the Licensee.
- e. If utilities and services are furnished the Licensee for its use of the premises, the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.
- f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.
- g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation of 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, reasonable wear and tear excepted.
- 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's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. 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 of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, 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 proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Treasurer of the United States of America."
- 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 Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.
- i. The Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) 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 United States of America which might arise by reason of any payment made under this policy."
- j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by the Licensee, 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. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise there from; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.
- l. 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 Government 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.

m. 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. The previously mentioned 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.

n. 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.

o. In the event of damage, including damage by contamination, to any Government property by the Licensee, his officers, agents, servants, employees, or invitees, the Licensee, at the election of the Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the Government. Prior to the execution of an outgrant, the Licensee shall provide evidence of compliance with all local, state, and federal environmental laws and regulations. In the event that the Licensee will process, dispose, generate or handle any contaminants, hazardous wastes or hazardous substances, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs. The amount shall be determined by the Commander/Commanding Officer.

Event Name: YACHTING RACE WEEK / KEY WEST RACE WEEK 2013

Special Event Checklist

**Everything must be checked off before
submitting the special event application**

X	TITLE	COMMENTS
X	Special Event Application	
X	Noise Exemption (If applicable)	N/A
X	\$50.00 for Noise	N/A
X	Ordinance initialed	Attachment 1-A
X	Recycling checklist completed	Attachment 1-B
X	Recycling deposit \$1,000.00	Check #6122 dated 8/17/12
X	Recycling Plan	Attachment 1-C
X	Authorization Letter for continuous cleaning of recycled area	Attachment 1-D
X	Signatures of No Objection of Street closure (If applicable)	N/A NO STREET CLOSURE
X	Insurance naming the City as additional insured	Attachment 2 -renewal to be provided in December
X	Financial of previous event (If applicable)	N/A
X	Release & Idemnification Form	SIGNED - BASED ON PRIOR YEAR
X	Site Map (where barricades, stages, etc are to go)	Attachment 3
X	Letter from non profit that states they will be receiving the funds	N/A - NO STREET CLOSURE

ALSO SEE ATTACHMENT A (Navy License)

Premiere Racing Week

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

CONDITIONS/RESTRUCTIONS

SIGNATURE DATE

PUBLIC WORKS

SIGNATURE DATE

POLICE

SIGNATURE DATE

FIRE DEPARTMENT
Danny Blanco 9/05/2012
SIGNATURE DATE

SEE ATTACHED MEMO

PORT/KEY WEST DOT

SIGNATURE DATE

CODE COMPLIANCE

SIGNATURE DATE

KEY WEST PROPERTY
MANAGEMENT

SIGNATURE DATE

PARKING DEPARTMENT

SIGNATURE DATE



THE CITY OF KEY WEST

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

To: Premier Racing, Inc

From: Division Chief/Fire Marshal Danny Blanco

Date: 09/05/12

Reference:

This office reviewed the special event application for the Premier Racing Inc. social and activities to be held at Truman Annex Waterfront Property from January 1- February 1, 2013

At this time, there are no fire concerns and no conditions apply.

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
dblanc@keywestcity.com

Serving the Southernmost City

305-809-3933

Yachting Race Week / Key West Race Week Ruman Waterfront Property 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Raveuff 8/22/12
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

[Signature] 9/6/12
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

DM will provide
Any Security Needed

FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

KWDOT/PORT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

CODE COMPLIANCE

✓

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

Eng/LRA

[Signature] 8-22-12

Approved ✓

All boat anchoring
and event fencing will
be coordinated w/city
prior to installing

Yachting Race Week / Key West Race Week
Ruman Waterfront property 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Ruteuff 8/2/12
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

PUBLIC WORKS

[Signature] 9-12
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

POLICE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

FIRE DEPARTMENT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

KWDOT/PORT

CONDITIONS/RESTRICTIONS:

SIGNATURE DATE

CODE COMPLIANCE

CONDITIONS/RESTRICTIONS:



SIGNATURE DATE

EVENTS:

REQUEST HAS BEEN APPROVED _____
DENIED _____

(if denied attach explanation)

Eng/LRA

[Signature] 8-22-12

Approved ✓

All boat anchoring
and event fencing will
be coordinated w/city
prior to installing

Yachting Race Week / Key West Race Week
Ruman Waterfront property 2013

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

EVENTS (INITIAL SIGNOFF):

Maria Ruteuff 8/22/12
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ PUBLIC WORKS

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ POLICE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ FIRE DEPARTMENT

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ KWDOT/PORT

N/A
SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

✓ CODE COMPLIANCE

SIGNATURE DATE

CONDITIONS/RESTRICTIONS:

EVENTS:

REQUEST HAS BEEN APPROVED _____

DENIED _____

(if denied attach explanation)

Eng/LRA

OR 8-22-12

Approved ✓

All boat anchoring
and event fencing will
be coordinated w/city
prior to installing