\$ CV

### \*CITY OF KEY WEST APPLICATION FOR A SPECIAL EXENT PERMIT

Name of Applicant(s) July MELLINE DBA-PINATE FOR PORCHS
Address of Applicant(s) 402 Apple Routh Lave #2A-Kay Costing
Phone Number of Applicant(s) 305-296-9694  Fax: EmaiFNPo@Piachestro  Open Out for Comments  Property of the Comments  Prop
Name of Non-Profit (8) MIAMI - DADE Historical Mozitime Museum
Address of Non-Profit(s) Box 186, Ky West, PL 33040 - Putho
Phone Number of Non-Profit(s) - Bill Verge # 305-219-6600
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving 25%
Date/Dates of Event Tuesday, Nov 30-Sin, Dec 5, 2000 Text Down 12/6
Hours of Operation 10AM-Street + except Tues 11/30- at 10pm
Estimated/anticipated number of persons per day 1,500 & Wed & thurs are 400/day
Location of Event TRUMAN ANNEX WATER FRONT
Street Closed No
Detailed description of event See ATTACheck- 1030 and
11/30- Diver Cornert (4-10PM) 12/3-5-Village MARKET
Noise exemption required: Yes V No (Fox 11/30 evant 0184)
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 Date 9/7//0

<sup>e</sup>(Financial statements of the event from the previous year must be attached and submitted along with special event application)

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

\$50.00

Applicant Name Qulie MEURUE, the Evout Neckuck

Applicant Address 402 Apple Rowth | Ave 424 Request

Applicant Phone Number 305-296-9694-cell-305-923-0443

Event Name OFFICIAL END of America's | Humicave

Event Address/Location | Thurst Americas | Celebration

Date of Event | Tuesday, November 30, 2010

Nature of Event | Holiday Party & Concert

Profit | Non Profit | Time(s) Request for Exemption | 4-10PM

Number of Exemptions at this location this calendar year

Date of last exemption

Date 9/7/10

Pardi 1207

#### ORDINANCE NO. 02-29

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

<u>Section 1</u>: 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:

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.
- <u>Section 4</u>. 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: FaneyFantasy Fest, Hemingway Days, Goombay Festival, Conch Republic Celebration, the Poker Run, the Valentine's Day event for Wesley House, the Red Ribbon event at Mange's Mangoes, and such other special events as may be added or subtracted by resolution of the city commission. Private persons

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

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

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

Sec. 6-61. Temporary bathroom facilities.

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

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

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

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

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

	Read and	passed on	Ilrst	reading	at a	regular	meeting	l uera
this	16th	day of	0	ctober	_, 200	2.		
	Read and	passed on	second	reading	at a	regular	meeting	y held
this	6th	day of .	N	ovember	, 200	2.		
	Read and	passed on	final	reading	at a	regular	meeting	held
this	19th	day o	E No	ovember	_, 20	02.		
	Authentic	ated by t	he pre	siding	office	r and	Clerk o	f the
Commi	ission on	21st	day of	No.	vember	, 2002	•	
	Filed wit	h the Cleri	c <u>N</u> e	ovember 21		, 2002	•	
					Br.m.		lehle	la l
				<b>JIMN</b>	IY WEE	KLEY, MA	YOR	7-/

## 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
- 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 (
- Special Events organizers must submit a adequate recycle plan for the size of the 17. 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
- 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

3 Cyard Danpeles - althe Away Sim Even - Service Strice 3x \$271.89

# Complete Checklist for Event Recycling City of Key West

Name of person: Colored My Phone number: 305-304-3417  Identify the recyclable commodities that will be used by the public tha
Name of person at the festival responsible s
Phone
Identify the recyclable commodities that will be used by the public and behind-the-scenes.  Corrugated Cardboard Other: #2 Plastic Steel
Almost the recyclable commodities at
Glass Glass will be used by the multi-
Corrugated Cardboard #1 Plastic #2 Plastic #2 Plastic and behind-the-scenes
Other: Steel
Aluminum Glass #1 Plastic #2 Plastic Steel  Define the amount of recycling containers needed for the festival grounds (based on commodities event, 1 recycling container for every three trash barrels may be a seed of the public and behind-the-scenes.  Steel  Define the amount of recycling containers needed for the festival grounds (based on commodities event, 1 recycling container for every three trash barrels may be a seed through a seed
used at event and rel
event. I recycling will be used and the festival prounds the
Amount of records
ATTANCA For
coordinate delivery and removal arrangements. Recycling container (roll-off or festival box) and Arrangements made: Spoke to Management and Canadian Containers made:
Manage delivery and removal array and a large contains
Arrangement. 305 296-2825 Arrangements. Recycling container (roll-off or festival hors)
Management. 305 296-2825. MAR Arrangements made:
Tongard -
Capacity of containers on grant
Contact person for containers
Capacity of containers on grounds:  Contact person for containers:  Order signature  Order signature  Phono #
Contact person for containers:   Order signs to inform customers of recycling. Signs are needed for the signs are needed
recycling containers. Signs are needed to
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 Arrange for emptying of recycling containers on the grounds.
of the bags is equal to
of the bags is equal to or greater than that of the recycling containers on the grounds. Ensure that the capacity  Arrange for emptying of recycling containers during the large containers.
Arrange for empty-
to the large contains of recycling containers de la large containers
Arrange for emptying of recycling containers during the event – from the containers on the grounds.  Arrangements made:   Service 12/1 and 12/6  Arrange for pick-up of the result of the recycling containers are grounds.
someths made: Scaulce 12/
Arrange for pick-up of the recyclables. The agency providing containers will often take the Arrangements made:    Arrange for pick-up of the recyclables. The agency providing containers will often take the Arrangements made:
materials for recycling. In other cases, arrange for the materials to be taken to a recycling facility.  Meet with vendors and tell them to address to the materials to be taken to a recycling facility.
Arrangement of recycling. In other cases. The agency providing contains
cases, arrange for the materials to the materials to the materials to the state of
Meet with vendors and tell them to asless
Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure  Versee the delivery of containers.
rendors know what will be recycled. Inform them that signs will be posted in their areas.
of recycled. Inform them that all appropriate materials have
Versee the delivery of
and planting and p
In a superstant them that signs will be posted in their areas.  I lace recycling containers and placement of signs.
6 Collainers nave to
10 Vow 11/ and the grounds and insert lies
to Deat Rece of Misch liner bags. All recycling
lace recycling containers next to trash cans on the grounds and insert liner bags. All recycling #304-34/1
#304-34/7 Event Racy Clinis Caroling for
College Muphy- Event Recycling Corroling # 304-34/7

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

0	Monitor recycling containers for correct usage during the event and take actions to solve problems.  Actions taken:
0	View trash barrels and note any recyclables in the trash. Take actions to solve 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:
>	Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.
t	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 same
	Ask the recycling facility to appraise the amount of material collected for recycling by weight, Amount of material:  Contamination:
	Contamination:  Prepare a report on the program including the state of the state of the state of the program including the state of the s
	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 returned
	for more information about event recycling

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

### **Recycling Checklist and Final Report**

Contact person in your group responsible for recycling Collon Muly phone 305-304-3417
Waste hauling contact person to call to arrange for trash and recycling cans MARGONET phone 296-2825 Call two weeks prior to event to order cans.

Ask waste hauling company WHAT SIZE BAGS you need for the trash and recycling containers.

Discuss with your group what products you will be using and recycling: aluminum, glass, #1, 2, or 3 plastics, tin, corrugated and regular cardboard. Educate your members working the event WHAT is recyclable so they can monitor.

Have signs printed educating public that this event is RECYCLING and post signs in food and drink areas as well as trash areas.

Appoint and train members of your group to monitor trash and recycling containers for compliance.

Develop PSA's (public service announcements) to be announced during your event so public is aware they are expected to recycle, and to educate them HOW to recycle (see attached city info sheet on recycling to be attached). As announcements are made applaud the crowd and tell them what a good job they are doing (hopefully they are doing a good job!)

trrange for pick up of trash and recyclables AND to have each weighed, with stats given you your contact for the final eport. Ask also for contamination IF trash and recyclables had not been properly separated.

nevelop site plan and layout for your event showing where trash and recycling containers will be located. These should e at food and beverage stations, table and sitting areas, as well as areas of other activities.

onfirm delivery of containers day before your event and oversee delivery of containers and placement of signs.

ather all containers at end of your event grouping trash containers separate from the recyclable containers.

esignate someone to take photographs of the events recycling efforts and results.

### **Final Report**

our written report should contain the following:

rategies used during your event to promote recycling (provide examples of signage etc if possible)

nount (weight) lbs of trash and recyclables which waste company will provide (you needed to request this prior)

mments and Suggestions of what you would do different next time to achieve better results and suggestions to the y and waste hauling company for a smoother, easier more successful process and results.

TURES of your events recycling.

ucational recycling information delivered during your event and method of delivery.

# "Pirates in Paradise Festival PIRATE VILLAGE & THIEVES' MARKET (12/3-5) & OFFICIAL END OF AMERICA'S HURRICANE SEASON CONCERT (11/30) TRUMAN WATERFRONT PIER & GROUNDS (November 29-December 6, 2010)

#### **RECYLING PLAN**

#### Who will coordinate and implement the recycling efforts?

Colleen Murphy, Monroe County Recycling Coordinator, has volunteered to serve as recycling coordinator for this event. Her phone number is 305 394 3417 and she can be reached by email at: <a href="mailto:iamwaterdancer@yahoo.com">iamwaterdancer@yahoo.com</a>

#### How will waste stream composition be evaluated?

Murphy will consult with event organizers to anticipate waste stream composition and recycling potential; she has previously participated in this event. Her professional experience will contribute to the overall waste disposal / recycling plan.

### Collection, sorting and transportation plan for trash and recyclables:

- Each vendor must have their own small receptacles for trash and recycling; cardboard or plastic boxes can be used provided they are clearly marked "TRASH" and "RECYCLING"
- Food and drink venders will have side-by-side "TRASH" and "RECYCLING" containers, clearly marked, within 50' of these locations and all other large "TRASH" and "RECYCLING" containers in public areas will be stationed in this manner for maximum effectiveness.
- Recycling instructions will be posted on all recycling receptacles. To minimize confusion and
  contamination, the organizers plan to only accept #1 and 2 plastics, aluminum cans, and glass bottles.
  Venders will be required to use recyclable plastic or paper cups and plates; no Styrofoam containers or
  plastic bags will be allowed at this event. They will also be encouraged to sell refillable mugs or other
  containers and offer discounts for refills. Venders may also recycle flattened cardboard boxes in the
  main recycling container placed away from the public areas.
- Volunteers and the coordinator will monitor the bins throughout hours of operation, advise
  participants of the recycling requirements using a public address system, printed notices, and other
  means appropriate to pirate events (e.g. gentle floggings and public chastisement).
- One person will be designated as waste patrol throughout all hours of operation; it will be their responsibility to empty or arrange for containers to be emptied into the contracted receptacles.
- Waste Management will be contracted to provide at least a one cubic yard container for trash and a
  one cubic yard container for recyclables. This will support and encourage a 50% recycling goal for the
  event. They will immediately be notified when containers are 3/4 full.

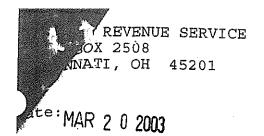
### What are the Recycling Coordinator's responsibilities?

- Educate / train recycling cleanup staff, vendors, attendees, and organizers of the event
- Coordinate the lease of recycling and trash bins and their collection;
- Report the volume recycled to the City of Key West (Annalise Mannix 809-3747)
- Ensure all trash/food waste containers are adjacent to a recycling bin
- Locate public recycling and trash receptacles near vendors, bathrooms, entrances and exits.

THE EVENT NETWORK, INC. PO BOX 1153	1208	
KEY WEST, FL. 33041	63-27/631 R	
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ID# 75080



MIAMI-DADE HISTORICAL MARITIME MUSEUM INC

C/O FRANS BOETES 5701 MAGGIORE ST

CORAL GABLES, FL 33146

P. O. Box 186

Key hat \$3040 RECEIVED

MAR 2 4 2003

Employer Identification Number: 14-1853901

DLN:

17053347004022 Contact Person:

JOHN D SQUYRES

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

April 30, 2002

Foundation Status Classification:

509(a)(1)

Advance Ruling Period Begins:

May 9, 2002

Advance Ruling Period Ends:

April 30, 2007

Addendum Applies:

No

#### Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue le as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a Final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a sublicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classi-Ty you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will lassify you as a private foundation for future periods. Also, if we classify ou as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a rivate foundation until 90 days after the end of your advance ruling period. f you send us the required information within the 90 days, grantors and



### Consumer's Certificate of Exemption

**R. 04/08** 

#### Issued Pursuant to Chapter 212, Florida Statutes

85-8013434831C-0 10/05/2005 10/31/2010 50/(C)(3) OFIGANIZATION

Certificate Number Effective Date Expiration Date Exemplion Category

This certifies that

MIAMI DADE HISTORICAL MARITME MUSEUM INC 4573 PONCE DE LEON BLVD CORAL GABLES FL 33146-1832

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



### Important Information for Exempt Organizations

DR-14 R. 04/05

- 1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
- 2. Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's customary nonprofit activities.
- 3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
- 4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
- It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
- 6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.

#### 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 CENERAL PROVISIONS

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIQNATURE

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THE PROVISION	IS IN ATTA	CHMENT B AND C.					
I			II. EXECUT	ION OF LIC	ENSE		
FOR -		NAME AND TITLE	91		SIGNATURE		DATE
CITY OF KEY	MR	JIM SCHOLL, CITY MA	NAGER				
WEST	IVIX.	lie McEnra					7/2-/1

#### 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 proportionate share on demand.
- g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License.
- h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licenson. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required for the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to City of Key West property shall name the Licensee and the City of Key West, as the insured and shall contain a loss payable clause reading substantially as follows: "Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the City of Key West and the proceeds shall be payable to the City of Key West". In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the City of Key West for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement,

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.

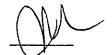
- West, its officers, agents, servants and employees from all liability or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows: "The insurer waives any right of subrogation against the City of Key West which might arise by reason of any payment made under this policy." This indemnity shall survive the expiration of this License.
- j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the 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.
- In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin, sex, disability, ancestry, sexual orientation, gender identity or expression, marital status, parental status or source of income. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except Subcontracts for standard commercial supplies or raw materials.
- M. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.
- n. The laws of the State of Florida shall govern the validity of this license agreement, interpretation, performance, and any other claims related to it. The venue for any and all claims or legal actions will be Monroe County, Florida.

#### ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

- 1. The City identifies a single Point of Contact, Mr. Doug Bradshaw, Port Project Manager of Key West, phone (305) 809-3792 or Cell (305) 797-8361, who will provide license provision oversight and enforcement for the full term of the license.
- 2. Prior to use of the premises Licensee must provide a \$\frac{1}{2}\cdot \frac{1}{2}\cdot \frac{1}{2}\cdot
- 3. All utility use must be coordinated through Doug Bradshaw. Any modification to utilities to support the activity will be at the sole cost of the Licensee.
- 4. Licensee is responsible for obtaining necessary permits required by any other agencies pertaining to this event such as Federal, State, Local, Coast Guard, Navy, Marine Sanctuary, etc. and is responsible of providing proof of permit prior to entering into an agreement with the City of Key West.
- 5. Licensee must provide the City with a detailed schedule for activities.
- 6. The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. without prior approval by Licensor.
- 7. No generators associated with the event shall operate after 6 p.m. and before 8 a.m.
- 8. The leased site must be maintained in an orderly and neat condition. Licensor may request Licensee to improve conditions of site within reason if conditions become unacceptable.
- 9. The Licensee shall notify the Truman Annex Master Property Owner's Association (TAMPOA) at least 30-days prior to the activity.
- 10. Ingress/egress by the licensee shall be coordinated with the Licensor.
- 11. The Licensee must provide or ensure 24-hour security for the licensed area either thru security guard or by fencing with locking gates.
- 12. City of Key West personnel shall be allowed access to the site at all times.
- 13. Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.

### Initials of Applicant



- 14. Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
- 15. Entrance to City of Key West buildings is not authorized.
- 16. No alcoholic beverages/non-prescription drugs or food may be brought onto or sold on Licensor's property without prior approval from the City Commission.
- 17. Licensee must provide own portable toilets. & Weir ordered 15
- 18. No trash may be left on site. Use of City of Key West dumpsters is not authorized unless prior approval is obtained. ORDered 3 (oyand Dumpsters)
- 19. Any use of NOAA's property or seawall must be coordinated with NOAA.
- 20. Use of the inner basin to anchor boats is not authorized.
- 21. No hazardous material or waste shall be used or stored on the premises without submitting a Hazardous Waste Handling and Spill Plan to the City of Key West.
- 22. Licensee is responsible for any and all environmental cleanup, restoration, fees, fines, etc. associated with the activity and shall put in place any and all measures to eliminate environmental contamination to the property that may be caused by the activity.
- 23. An environmental plan shall be submitted to the City detailing how Licensee will handle environmental waste such as lead based paint.
- 24. Licensee must take part in pre- and post-activity walk-through inspections with the Licensor's point of contact, or designee.
- 25. Licensee shall provide the Licensor's Point of Contact copies of all applicable deposits, insurance 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.
- 27. Licensee may be required to suspend activity as directed by City Staff during special events that occur at the Truman Waterfront.
- 28. In rare cases the Licensee at their sole expense may be required to move the activity to another location at the Truman Waterfront or off of the Truman Waterfront property if development of the Truman Waterfront and the activity are in conflict. Every effort will be made to avoid this occurrence.

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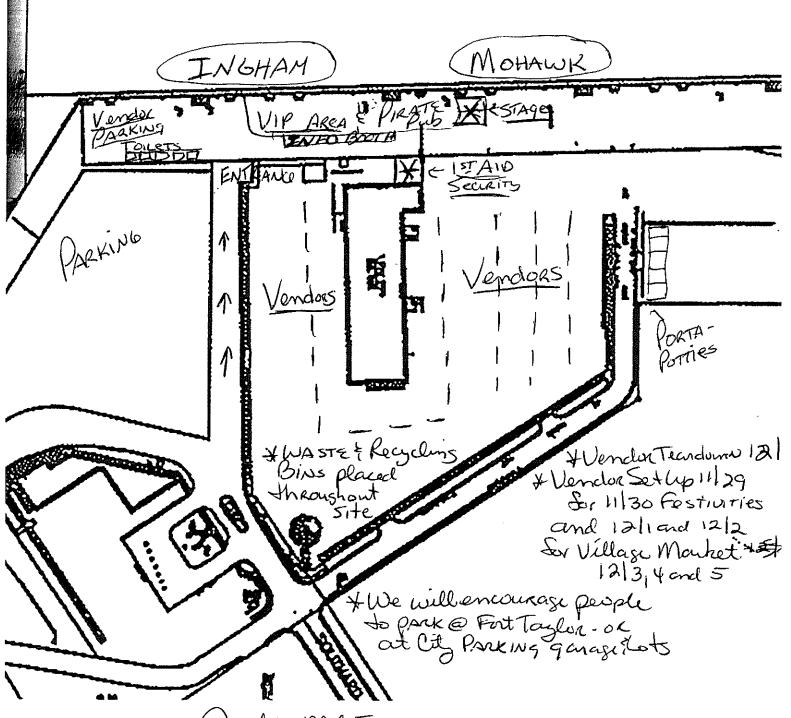


Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3888

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.

Julie M'ENRUR

Pirates Fri Paradise Events 11/30 - End of Hurmione Seeson Celebration Conch Republic Military Externs prica 12/3,4 \$5 - Village Market & Holiday BAROSE



Julie M'ENRUE # 305-296-9694

	PLRATE FU PSESSISE FESTIVAR OFFICIAL ENDY Burnesve DINNER/Concut 11/30
Event Name:	

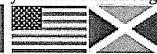
# Special Event Checklist Everything must be checked off before submitting the special event application

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

#### Conch Republic Navy Flotilla Sail Along







#### SPONSORSHIP OPPORTUNITIES

Corporate, Medla, Product, Lodging, Transportation, Destination & Venue

Avast Matey! Join the Conch Republic Navy in sponsoring this exciting nautical adventure that kicks off in Key West, Florida on December 6, 2010. CRN Flotilla members will begin to gather in Key West Thanksgiving weekend for the island's Pirates in Paradise Festival.

#### KEY WEST, FLORIDA KEYS

- ◆ CRN Flotilla FREE Vessel Inspections (12/1-6)
- CRN Flotilla Hospitality Suite at Double Tree Grand Key (12/1-9)
- CRN Flotilla Welcome Dinner/Briefings at Double Tree (12/6)
- + CRN Flotilla CPR & 1st AID Class at Double Tree Grand Key (12/7)
- CRN Flotilla Dinner & Sail Briefings location TBA (12/7)
- CRN Flotilla Bon Voyage Dinner/CRN Ceremony location TBA (12/8)

#### GEORGETOWN, EXUMAS BAHAMAS

- ◆ CRN Flotilla FREE Vessel Inspections (12/15 & 16)
- ◆ CRN Flotilla FREE Vessel Inspections (12/15 & 16)
- ◆ CRN Flotilla Hospitality Suite at Nancy's Regatta Point (12/14-17)
- CRN Flotilla Happy Hours at the Peace and Plenty Resort (12/14-17)
- CRN Welcome Luncheon at the Peace and Plenty Resort (12/15)
- CRN Flotilla Beachside Fish Fry/Bahamian Cultural Event (12/16)
- CRN Bon Voyage Dinner/Sail Briefings at the Peace & Plenty (12/17)

#### PORT ANTONIO, PORTLAND PARISH JAMAICA

- CRN Flotilla FREE Vessel Inspections (1/2-5)
- CRN Happy Hours at Marybelle's Pub at Errol Flynn Marina (Daily)
- CRN Flotilla Welcome Dinner at Norma's at Errol Flynn Marina (12/23)
- CRN Flotilla Holiday Feast at Rusalka at Errol Flynn Marina (12/24 or 25)
- CRN Flotilla New Year's Eve Gala at Norma's at Errol Flynn Marina (12/31)
- ◆ CRN Flotilla Sail Along to Ochos Rios & Montego Bay, Jamaica (Oate TBA)
- CRN Flotilla Sail Along to Morgan's Resort, Port Royal, Jamaica (Date TBA)
- CRN Flotilla Field Trips to Bath Fountain, Rio Grande River

Rafting, Blue Mountains, Appleton Estates and Dunn River Falls

Your Festival Sponsorship helps support the CRN Flotilla's special events (listed above.) All sponsorships (except Privateer) include a logo or listing on the Festival's website, PiratesInParadise.com with a hyperlink to your site. \* CRN Flotilla Sponsors will also be recognized at CRN sponsored Pirates in Paradise Festival events, including the CR Holiday Extravaganza on 11/30, which includes the Key West Maritime Holiday Party, Official End of America's Hurricane Season Party Concert & Holiday Feast.

CRN Flotilla Sponsorships of \$2,500 and more will also include sponsorship of the Pirates in Paradise Festival (11/26-12/5), the CRN Flotilla Hospitality Suite (12/1-9) at Double Tree Grand Key and the Conch Republic Holiday Extravaganza (11/30), which includes the Official End of America's Hurricane Season Concert, Key West Maritime Holiday Party & Admiral's Holiday Feast.

For more info on the 2010/2011 Conch Republic Navy Flotilla please call the Conch Republic Office of the Admiralty at 305.296.9694 or email us at Info@ConchRepublicMilitaryForces.com.

www.PiratesInParadise.com www.ConchRepbulicMiltaryForces

#### **ADMIRAL SPONSORSHIP \$5,000**

- Recognized in CRN Flotilla 2010 marketing & press releases
   Right to stage an Official CRN Flotilla 2010 Event
- Your business prominently mentioned as an Admiral Sponsor in CRN Flotilla Program & Captain's Handbook
  - •Your business listed on CRN Flotilla website pages & link
- Your banner displayed at NINE Official CRN Special Events in the ports of call of your choice Key West, Georgetown or Port Antonio
- Free 10 x 10 booth space at the CR Military Holiday Extravaganza /
  End of Hurricane Season Concert in Key West (11/30)
  - · Permission to use CRN Flotilla logo in your advertising
  - 6 Admiral VIP Tickets for CR Holiday Extravaganza & End of Hurricane Season Concert in Key West (1/30)
  - ◆ 2 Tickets to NINE Official CRN Flotilla Special Events in the ports of call of your choice -- Key West, Georgetown or Port Antonio 
    ◆ 25 CRN Buttons & 8 CRN T-Shirts

#### **COMMODORE SPONSORSHIP \$2,500**

- Right to stage an "Official" CRN Flotilla 2010 Event
- Your business mentioned as a Commodore Sponsor in CRN Flotilla Program & Captain's Handbook
- Your business listed on CRN Flotilla website pages & link
- Your banner displayed at FOUR Official CRN Flotilla Events in TWO ports of your choice -- Key West, Georgetown or Port Antonio
- Free 8' table top display at the CR Military Holiday Extravaganza / End of Hurricane Season Concert in Key West (11/30)
  - Permission to use CRN Flotilla logo in your advertising
  - 4 Admiral VIP Tickets to the CR Military Holiday Extravaganza & End of Hurricane Season Concert in Key West (1/30)
    - \* 2 Tickets to FOUR Official CRN Flotilla Special Events in TWO ports of call of your choice -- Key West, Georgetown or Port Antonio
      - 20 CRN Buttons & 6 CRN T-Shirts

#### **CAPTAIN SPONSORSHIP \$1,000**

- Your business mentioned as a Captain Sponsor in CRN Flotilla Program & Captain's Handbook
- Your business listed on CRN Flotilla website pages & link
- Your banner displayed at THREE Official CRN Flotilla Events in ONE port of call of your choice -- Key West, Georgetown or Port Antonio
  - Permission to use CRN Flotilla logo in your advertising
  - 2 Admiral VIP tickets for CR Holiday Extravaganza & End of Hurricane Season Concert in Key West (11/30)
  - 2 Tickets to THREE Official CRN Flotilla Special Events in the port of call of your choice -- Key West, Georgetown or Port Antonio
    - 15 CRN Buttons & 4 CRN T-Shirts

#### FIRST MATE SPONSORSHIP \$500

- Your business mentioned as a First Mate Sponsor in CRN Flotilla Program & Captain's Handbook
- Your business listed on CRN Flotilla website pages & link
- Your banner displayed at ONE Official CRN Flotilla Event
  - Permission to use PIP logo in your advertising
  - 2 Tickets to an Official CRN Flotilla Special Event in the port of call of your choice -- Key West, Georgetown or Port Antonio
    - 10 CRN Buttons & 2 CRN T-Shirts

#### **BUCCANEER SPONSORSHIP \$250**

- Your business mentioned as a Buccaneer Sponsor in CRN Flotilla Program & Captain's Handbook
- Your business listed on CRN Flotilla website pages & link
  - \* 2 Tickets to an Official CRN Flotilla Special Event in the port of call of your choice -- Key West, Georgetown or Port Antonio
    - 2 CRN Buttons & 2 CRN T-shirt









#### USCGC INGHAM (WPG-35)

#### NATIONAL HISTORIC LANDMARK

NATIONAL MEMORIAL TO COAST GUARDSMEN KILLED IN ACTION IN WORLD WAR II AND VIETNAM.

September 29, 2010

Jim Scholl, City Manger 525 Angela Street Key West, Florida 33040

Jim:

Our organization is participating in the "Pirates in Paradise" Festival in particular the burning of the Hurricane Flags and the entertainment throughout the evening. The application is being submitted by Julie McEnroe.

We already have a liability policy with the City of Key West as a named insured.

Sincerely,

W. G. Verge Executive Director







### **PUBLIC NOTICE**

PIRATES IN PARADISE 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 NOVEMBER 30, 2010 TO DECEMBER 5, 2010 FROM 10:00 A.M. TO SUNSET ON ALL DAYS EXCEPT ON NOVEMBER 30 FROM 10:00 A.M. TO 10:00 P.M. FOR THE CONCERT AT THE TRUMAN WATERFRONT WHICH IS LOCATED WITHIN 100 FEET OF YOUR PROPERTY. A HEARING ON THE APPLICATION WILL TAKE PLACE AT THE CITY COMMISSION MEETING ON OCTOBER 19, 2010, AT 6:00 P.M., OLD CITY HALL, 510 GREENE STREET.

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



#### THE CITY OF KEY WEST

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

# RELEASE AND INDEMNIFICATION Maritime Heritage Museum and Pirates In Paradise

Event at the Truman Waterfront at the Mohawk & Ingham November 30, 2010 through December 5, 2010

I Julie McEnroe being authorized to act on behalf of and legally bind Maritime Heritage Museum doing business as the 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	Signature of Applicant			
Print Name	Print Name			
Date	Date			

# Puratas N Paradise

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

EVENTS (INITIAL SI	GNOFF):	
Maria Rateuff SIGNATURE	9/24/2010 DATE	Please return top con
PUBLIC WORKS		Keep the rest for your records  CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
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)

# Knotes N Paradise

CITY MANAGER

607 0 6 8 8 8

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

EVENTS (INITIAL SI	GNOFF):	
Maria Laterify SIGNATURE	4 9/24/2010	CONDITIONS/RESTRICTIONS:
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FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
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SIGNATURE	DATE	CONDITIONS/RESTRICTIONS:
EVENTS: REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)
		(11 defined attach explanation)

7 / Z o 7000

## Knotes N Paradise

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

EVENTS (INITIAL SIGNOFF):	
Maria Ratcuff 9/24/2010 SIGNATURE DATE	CONDITIONS/RESTRICTIONS:
PUBLIC WORKS	Keep the 18st for your records  CONDITIONS/RESTRICTIONS:
SIGNATURE DATE	
POLICE DEPARTMENT	CONDITIONS/RESTRICTIONS:
SIGNATURE DATE	
FIRE DEPARTMENT	CONDITIONS/RESTRICTIONS:
SIGNATURE DATE	
SIGNATURE DATE  CODE COMPLIANCE	CONDITIONS/RESTRICTIONS: Need to get licens e For property signed and all pages intraled \$500/Deposit  500/Usage Fee
	CONDITIONS/RESTRICTIONS:
SIGNATURE DATE	
EVENTS: REQUEST HAS BEEN APPROVED DENIED	(if denied attach explanation)

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

EVENIS (INITIAL S)	(GNOFF):	
Maria Ratcuto SIGNATURE	1 9 24/2010 DATE	CONDITIONS/RESTRICTIONS:
PUBLIC WORKS		Keep the 1984 for your records
SIGNATURE	DATE	CONDITIONS/RESTRICTIONS:
POLICE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	Officer during concert ABT lernut O
FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
KWDOT/PORT		
		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
CODE COMPLIANCE		5
		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
EVENTS:	ADDDOL	
REQUEST HAS BEEN	APPROVED	(if denied attach explanation)

## Knotes N Paradise

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

EVENTS (INITIAL SIGNOFF):	
Maria Ratcuff 9/24/2010 SIGNATURE DATE	Please return top con
PUBLIC WORKS	Keep the 18st for your records conditions/restrictions:
SIGNATURE DATE	
POLICE DEPARTMENT	CONDITIONS/RESTRICTIONS:
SIGNATURE DATE	
FIRE DEPARTMENT	CONDITIONS/RESTRICTIONS:
SIGNATURE DATE  KWDOT/PORT	
	CONDITIONS/RESTRICTIONS:
SIGNATURE DATE  CODE COMPLIANCE	
SIGNATURE DATE	CONDITIONS/RESTRICTIONS:
EVENTS:	
REQUEST HAS BEEN APPROVED DENIED	(if denied attach explanation)

# Protes N Paradise

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

EVENTS (INITIAL SI	GNOFF):	
Maria Lateuf	L 9/24/2010	CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	Please return top cop Keep the 18st for your records
PUBLIC WORKS	P-24-2010	CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
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)

# Kreetes in Paradise

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

EAENTS (INITIAL SI	GNOFF):	
Maria Pateuff SIGNATURE	9 24/2010 DATE	Please return to p con
PUBLIC WORKS		Keep the 18st for your records
SIGNATURE	DATE	
POLICE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
FIRE DEPARTMENT  SIGNATURE  KWDOT/PORT	10-04-2010 DATE	CONDITIONS/RESTRICTIONS:  Vendors we per Inspection from to start of function.  DESIBLY (D Tustedor GMCF  FUNCTION IS OPEN. Rate 35@ M.,  CONDITIONS/RESTRICTIONS:
SIGNATURE CODE COMPLIANCE	DATE	
CONTINUE		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
EVENTS: REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)