CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

se of Applicant(s) Bayaan Production Tous
Address of Applicant(s) 1108 Eaton Sa. KWFL 33040
Phone Number of Applicant(s) 1411 Fax: Email Canded Canded
Name of Non-Profit (s) Baraar Productions Tue.
Address of Non-Profit(s)
Phone Number of Non-Profit(s) 300-587-7411
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving
Date/Dates of Event 2/2/13, 2/3/13, 2/9, 2/6, 2/17, 2/23 2/24
Hours of Operation 10:00 4:00 4:00 3/2, 3/3, 3/4, 3/40, 3/67
Estimated/anticipated number of persons per day ?
Location of Event Trumon Waterfront
Street Closed N/A
Detailed description of event open air market place
bazaar
Noise exemption required: YesNo X
Alcoholic beverages sold/served at event: YesNoX
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 hing 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.
11 30 13.
pplicants Signature CANDION COLG. Date
Financial Statement of the event of the previous year must be submitted with application

ORDINANCE NO. 02-09

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

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

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

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

Sec. 6-26. Payment for city services.

(a) The organizer or sponsor of any festival, street fair, fair, carnival, athletic event, contest, competition, parade, fundraiser, rally, boat or car race or other special event which requires city authorization, whether by administrative permit or city commission approval, and which requires the provisions of additional or extraordinary support services by police, fire, administrative, or other city departments in order to maintain order or safety or to escort participants shall pay to the city the cost of such services. A down payment of ten percent (10%) of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten (10) days prior to the event.

(b) The city manger shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment. If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is established, then within thirty (30)days after the event the city may impose an interest charge on the amount due at the rate of one and one half percent (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 of federal law. Acceptance of this waiver by such sponsor shall render the event a public accommodation subject to the human rights provision of the section 38-225.

(e) Any nonprofit organization accepting the waiver provided for by subsection (d) of this section shall, within 90 days following the special event, submit to the city commission an accounting of expenses 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 herby added to the Code of Ordinances as follows: Sec. 6-27. Food, beverage and merchandise booths.

No booth or stall set up for a special event and serving any amount or type of food and/or beverage, or selling merchandise, shall be placed directly in front of, or within five (5) feet of the property line of, a restaurant or a bar or a retail store (selling primarily the same or similar merchandise), unless the owner of the restaurant, the bar or the store consents. This section shall not apply to major festivals as defined in section 6-58.

Section 3. That section 6-56 of the Code of Ordinances is hereby amended as follows: Sec. 6-56. Application.

- (a) Except as provided in section 6-58. Agt least 60 days prior to a proposed special event that will result in the closing of a public street, the sponsor shall submit an application to the city manager. An application may be made either by a tax-exempt nonprofit organization (nonprofit) or jointly by a nonprofit and a private or business entity.
- (b) If the city manager approves the application, he shall then schedule it for consideration by the city commission. However, if the special event proposes to close only one block, is intended to end prior to 9:00 p.m. on any day of the year, and does not seek either a fee cost waiver or a noise exemption, the city manager may give final approval to the application.
- (c) Each application shall include the name of a sponsor's contact person and that person's 24-hour telephone number(s), in case of emergency.

Section 4. That section 6-57 of the Code of Ordinances is hereby amended as follows: Sec. 6-57. Donation of percentage of revenue to nonprofit organization.

- (a) A major festival is a special event of regional impact, Major festivals are; FancyFantasy Fest, Hemingway Days, Goombay Festival, Conch Republic Celebration, the Poker Run, the Valentine's Day event for Wesley House, the Red Ribbon event at Mango's Mangoes, and such other special events as may be added or subtracted by resolution of the city commission. Private persons or business entities who sponsor major festivals are not required to provide funds to a non-profit organization per section 6-57. An application for a major festival must be received in the city manager's office at least six (6) months in advance of the scheduled event. Have a non-profit coapplicant of to provide a percentage of revenues to a charitable cause.
- (b) A business that seeks to sell alcoholic beverages at a major festival pursuant to an APS state license, and which is not a bar or restaurant or other concern that sells alcoholic beverages in the ordinary course of its business, must obtain the written approval of the major festival sponsor and provide such approval to the city of key west.

Section 6

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

Sec. 6-61. Temporary bathroom facilities.

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

Section 7. If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefore and shall be construed as reasonable and necessary to achieve the lawful purposes of this ordinance.

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

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

Read and passed on first reading at a regular meeting held this 16th day of October, 2002.

Read and passed on second reading at a regular meeting held this 6th day of November, 2002.

Read and passed on final reading at a regular meeting held this 10th 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

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

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

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.

 Spensor'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

Ø .	Name of person: And Charles Applications of person: And Charles Applications of person: And Charles Applications of person:
Ö.	Identify the recyclable commodities that will be used by the public and behind-the-scenes. Aluminum Glass #1 Plastic #2 Plastic Steel Corrugated Cardboard Other:
0	Define the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughou event, 1 recycling container for every 1 trash barrels will be used). Amount of recycling and garbage containers needed:
Ö	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:
O	Capacity of containers on grounds: Contact person for containers: Phone #:
	Contact person for containers: Phone #:
o	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:
)	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:
>	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.
0	Monitor recycling containers for correct usage during the event and take actions to solve problems. Problems: Actions taken:
O	View trash barrels and note any recyclables in the trash. Take actions to solve problems. Problems:
	Actions taken:
0	Take photos of event recycling, record data on volumes of recyclables and trash, and ask vendors and event organizers for comments about the program Comments:
o	Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.
Ö	At the end of the event, remove signs and arrange for their return to owners.
O.	Place recycling containers in the pick-up location, as arranged with the providers of the containers.
O)	Ask the recycling facility to appraise the amount of material collected for recycling by weight, volume, or counts and report on contamination levels. Amount of material:
	Contamination:
)	Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.
)	Share the results with event organizers.
Þ	Security deposit of \$1000.00 must be submitted prior to the event.
):	Security deposit returned:
	The state of the s

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



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.



ATTACHMENT A

LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY

LICENSE NUMBER

THIS LICENSE TO USE CITY OF KEY WEST PROPERTY HEREIN DESCRIBED IS ISSUED BY THE CITY OF KEY WEST TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW, AND ON ATTACHMENTS B, AND C. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS, AND GENERAL PROVISIONS.

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ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

- The City identifies a single Point of Contact, Mr. Doug Bradshaw, Port Project Manager of Key West, phone (305) 809-3792 or Cell (305) 797-8361, who will provide license provision oversight and enforcement for the full term of the license.
- 2. Prior to use of the premises Licensee must provide a \$ 1900.00 refundable deposit and a \$ 1000 nonrefundable payment for use of the property. This payment shall be delivered to the Port office at P.O Box 6434, Key West, FL 33041-6434. All checks shall be made payable to Licensor. Utilities used by Licensee will be charged at current rates. Any additional costs that will be incurred by the City (security, fire protection, public works, Navy, etc.) must be paid to the City to those departments. Assignment of damage cost or noncompliance penalties will be at the discretion of the City of Key West. Additional charges may be made after the activity if required.
- 3. All utility use must be coordinated through Doug Bradshaw. Any modification to utilities to support the activity will be at the sole cost of the Licensee.
- 4. Licensee is responsible for obtaining necessary permits required by any other agencies pertaining to this event such as Federal, State, Local, Coast Guard, Navy, Marine Sanctuary, etc. and is responsible of providing proof of permit prior to entering into an agreement with the City of Key West.
- Licensee must provide the City with a detailed schedule for activities.
- 6. The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. without prior approval by Licensor.
- No generators associated with the event shall operate after 6 p.m. and before 8 a.m.
- The leased site must be maintained in an orderly and neat condition. Licensor may request Licensee to improve conditions of site within reason if conditions become unacceptable.
- The Licensee shall notify the Truman Annex Master Property Owner's Association (TAMPOA) at least 30-days prior to the activity.
- Ingress/egress by the licensee shall be coordinated with the Licensor.
- 11. The Licensee must provide or ensure 24-hour security for the licensed area either thru security guard or by fencing with locking gates.
- 12. City of Key West personnel shall be allowed access to the site at all times.
- Licensee shall provide sufficient personnel to ensure proper and safe operation of the activity.



- Licensee may not stay overnight on City of Key West property without prior approval by Licensor.
- 15. Entrance to City of Key West buildings is not authorized.
- 16. No alcoholic beverages/non-prescription drugs or food may be brought onto or sold on Licensor's property without prior approval from the City Commission.
- 17. Licensee must provide own portable toilets.
- 18. No trash may be left on site. Use of City of Key West dumpsters is not authorized unless prior approval is obtained.
- 19. Any use of NOAA's property or seawall must be coordinated with NOAA.
- 20. Use of the inner basin to anchor boats is not authorized.
- 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.
- 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.

ATTACHMENT B: GENERAL CONDITIONS

- The Licensor hereby grants to the Licensec the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- D. 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 Licensec, at its own cost and expense shall protect, maintain, and leep in good order, the premises or facilities licensed hereby. At the discretion of the Licenser 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 promiting 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 provated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licenser that the necessity exists for an expenditure of funds for maintenance, protection preservation or repair, the Licensee shall pay to the Licenser 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 License shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License.
- h. The Licensee shall be fiable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor.

 The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required for the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to City of Key West property shall mame 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 Licensec 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 Liceasce by the Liceasur. In the event the Licensee shall have effected any repair, rebuilding or replacement,

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

- i. The Licensee shall indemnify and save harmless the City of Key West, its officers, agents, servants and employees from all liability or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows: "The insurer waives any right of subrogation against the City of Key West which might arise by reason of any payment made under this policy." This indemnity shall survive the expiration of this License.
- J. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance takes out hercunder 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, brokenage 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, brokenage or contingent fee in addition to the consideration beroin set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bons lide 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 appracting, 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 incomployment notices to be provided by the Licensee 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.
- III. 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.
- II. 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.

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

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

BONE ISLAND BAZAAR

"An Exotic Experience" Owned and Operated by Bazaar Productions, Inc. a not for profit corporation.

Bone Island Bazaar is an alfresco market with a proposed opening at the Truman Waterfront in February, 2013. The Bone Island Bazaar offers a Unique and Beneficial prospect to the Key West Community.

The Bazaar will give Local Artisans and Vendors an opportunity to sell their merchandise in a festive atmosphere with a lot of exposure and little overhead. The Bazaar will also provide an Open Air Environment where members of the community can mingle and purchase fresh food and unique items at affordable prices. Last but not least it will add a new attraction to Key West.

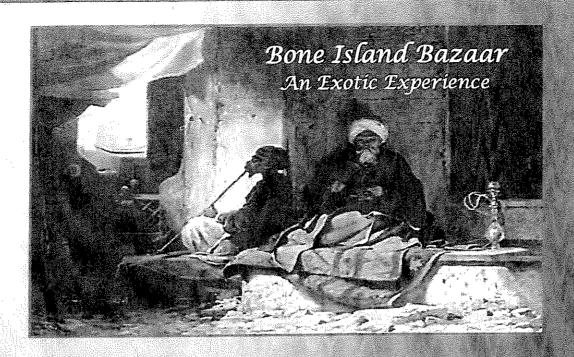
Types of Merchandise that will be offered for sale by the Artisans and Vendors:

ARTISINAL FOODS
ART AND CRAFTS
ANTIQUES

FRESH PRODUCE UNIQUE ITEMS JEWELRY

MANY THINGS YOUR HEART DESIRES

Bazaar Productions, Inc. is a not for profit corporation that will be donating a portion of the proceeds to local charities and community projects.



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Artisanal Foods Fresh Produce Unique Items Arts and Crafts

Many things your heart desires

Located at the Truman Annex Waterfront Saturdays & Sundays Starting January 5th & 6th 2013 For information email: info@boneislandbazaar.com



Bone Island Bazaar An Exotic Experience

Owned and Operated by Bazaar Productions Inc. a not for profit corporation, Will open at the Truman Waterfront on January 5th & 6th 2013 and every Saturday and Sunday thereafter.

Bone Island Edzaar is an Alfresco Marketplace where Artisans and Vendors will be selling Artisanal Foods Tresh Produce Unique Hems Arts and Crafts Many things your heart desires

We are looking for vendors to sell the above items

If you are interested in renting a space for the Grand Opening

and for any time thereafter

Contact us at inforboneislandbazaar.com

In order to apply for a space Please provide us with your name, address, phone number, email address and a detailed description of your product.

Please attach a photo of your merchandise.

All spaces are 10x10 and require a Tent
Introductory rates subject to change are as follows
Spaces rent for 5100 each per day \$175 if you are renting for both days
Tood Vendors \$125 each per day \$225 for both Saturday and Sunday
Spaces are on a first come first served basis
Space is timited so reserve your space now
All space reservations must accompany a deposit for the full amount of the space rented

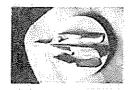
Tents and Tables are available for rent Tents \$30 per day -Tables 510 per day

The Bazaar offers a unique opportunity to the Key West Community and a unique opportunity for local artisans and vendors to sell their merchandise without a lot of overhead expense

It also allows members of the community to purchase items at reduced prices
In addition it adds a new tourist attraction to Key West

Bazaar Productions Inc. is a not for profit corporation that will be donating a portion of the proceeds to local charities and community projects

We Look forward to seeing you there Best Wishes Candi and Cassi



Chelsea Miller Knives



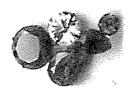
Charlito's Cocina



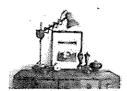
Coydog Vintage



Exquisite Rubbish



Estate Jewels



City Owl Vintage



Hazel Village Toys



Folk Couture by Grace Napoleon



Frank Fazio Design







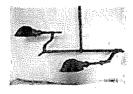
Karen + Albert Antiquinairesm



Jarontiques



Octavia & Brown



New York Vintage Lighting



NY Salvage



Romantic Treasures



Perch!



The Beverly Room

Sample of some of the Vendors at the Flea - Brooklyn NY







Adobo Shack

Alchemy Creamery

Anarchy in a Jar







Bossa Nova Chicken Burgers

Bombay Sandwich Co.

Blue Bottle Coffee Company



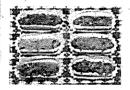




BITEME Cheesecakes

Bite Size Kitchen

Baby Got Back Ribs







Asia Dog

Bossa Nova Chicken Burgers

Brooklyn Oyster Party







D'Vine & Olive

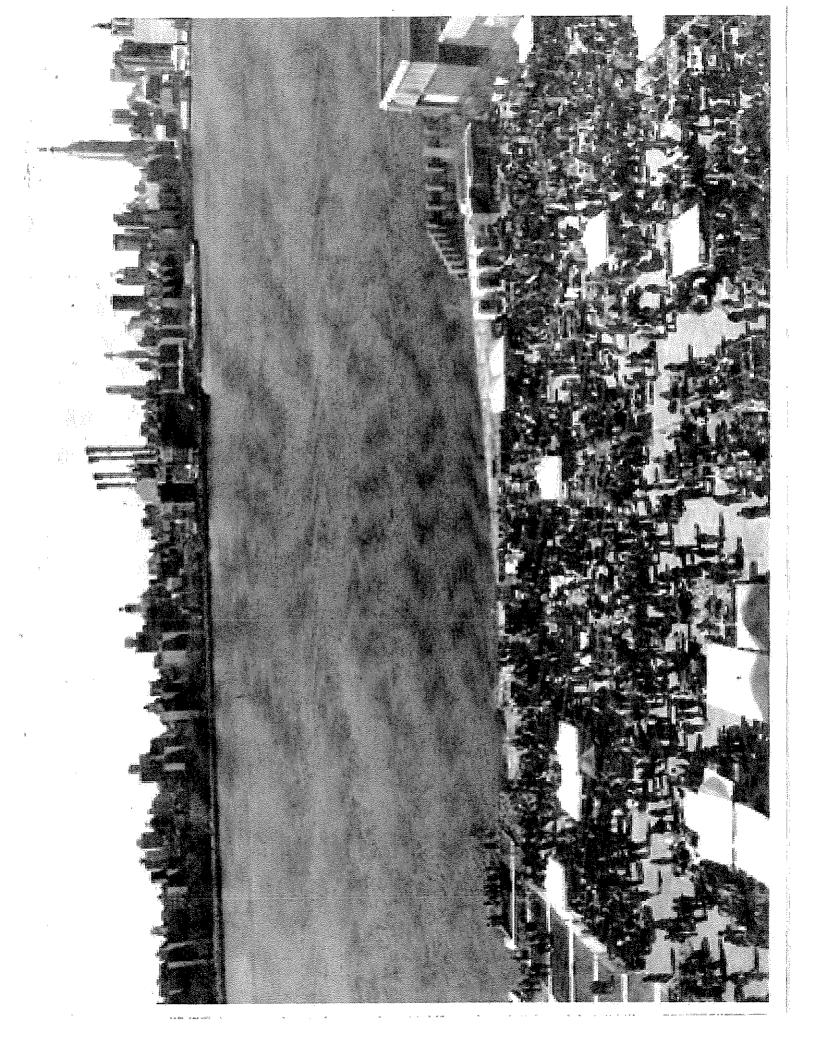
Cemita's Mexican Sandwiches

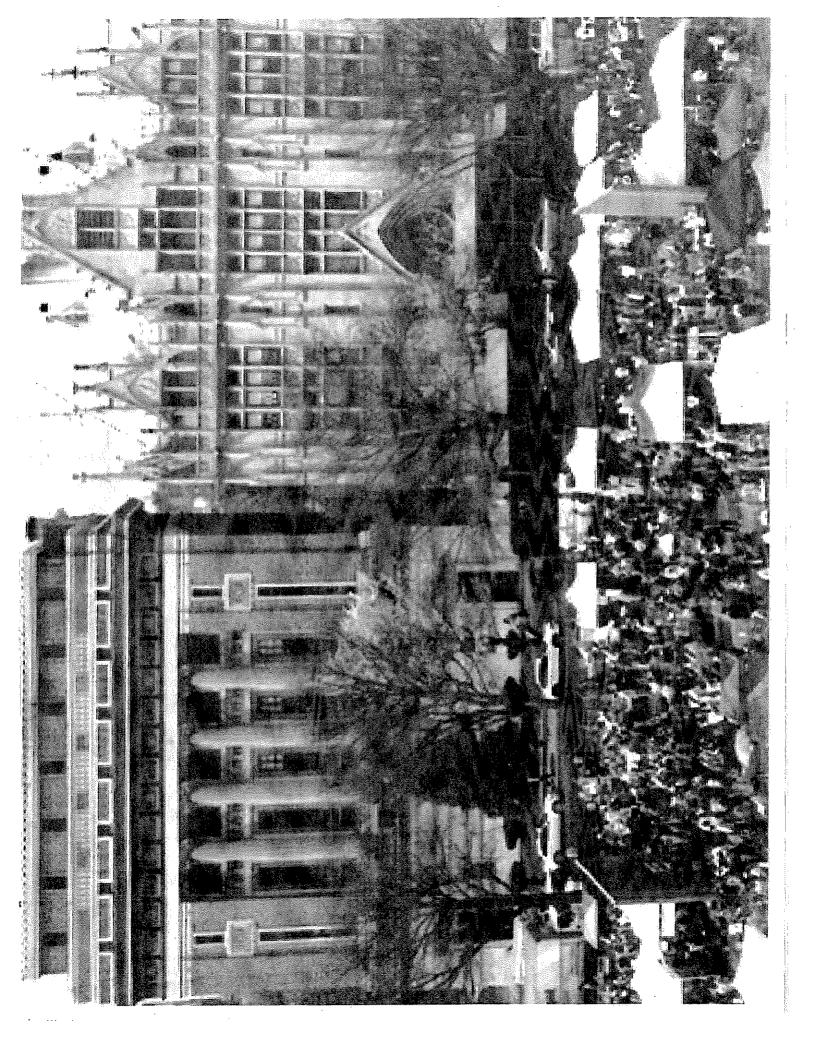
Kumquat Cupcakery

Sample of some of the Food Vendors at Smorgasbord Brooklyn NY

Vendor	Ann	lication	
A CITOR	$\mathcal{L}_{\mathbf{U}}$	ncaucn	

First Name
Last Name
Business Name
Phone Number
Website
Email Address
Email Address (again)
Your Location *
Vendor Category *
Booth Size/Fees Interior: 10x10 \$100 Exterior: 10x10 \$120 Packaged Food: 10x10
\$100 Cooked Food: 10x10 \$125 (incl. electricity)
Which day(s) of the week would you like to sell? (Click one or both.)
Saturday) Sunday) Saturdays & Sundays)
Preferred start date *
Please describe your business in 500 words or less; history, experience, goods/items, other markets, vintage/new, etc.
Upload up to three images for review. (Limit: 20MB total.)
- Francis A to the second seco
How did you hear about the Bone Island Bazaar?







KEY WEST FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

Please Check All That Apply To This Event

Cooking
Deep Frying/Open Flame
Charcoal Grill
G Gas Grill
Food Warming Only
Catered Food
Plan for Cooking Oil Disposal
☐ No Cooking on Site
Electrical Power
Generator Generator
7 🗖 110 AC with Extension Cords
• DC Power
/ n = 1 CV
No Road Closure
No 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)
Li Size, Type, Location of Tential
Food Booths
☐ Food Booths – Total #
U Vendor Booths - Total # ?
I I ofal Number of Rooths - "\ \C' \ \ \C' \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
☐ Total Number of Booths - 50-100
Parade Floats - Total #

Bazaar Productions Inc.

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

	EVENTS (INITIAL SIG	NOFF):	
C	Mariakateufl	12/18/12	CONDITIONS/RESTRICTIONS:
	SIGNATURE	DATE	******
	PUBLIC WORKS		CONDITIONS/RESTRICTIONS:
	SIGNATURE	DATE	
/	POLICE DEPARTMENT		CONDITIONS/RESTRICTIONS:
v	SIGNATURE	DATE	
/	FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
	SIGNATURE	DATE	
$\sqrt{}$	KWDOT/PORT		CONDITIONS/RESTRICTIONS:
·	SIGNATURE	DATE	
,	CODE COMPLIANCE		
$\sqrt{}$			CONDITIONS/RESTRICTIONS:
	SIGNATURE	DATE	
	EVENTS: REQUEST HAS BEEN	APPROVED DENIED	(if denied attach explanation)
/	012	X	
	Doug Bradel	hau	

Bazaar Productions Inc,

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

EVENTS (INITIAL S	IGNOFF):	
Maria Rating	12/18/12 DATE	CONDITIONS/RESTRICTIONS:
PUBLIC WORKS	13 .111	
TODETO WORKS		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
POLICE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURÉ	DATE	No Extra Duty officers
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)

Basaar Productions Inc,

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

EVENTS (INITIAL S	IGNOFF):	
Maria Lateuf	L 12/18/12	CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
PUBLIC WORKS		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
POLICE DEPARTMENT	•	CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
FIRE DEPARTMENT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
KWDOT/PORT		CONDITIONS/RESTRICTIONS:
SIGNATURE	DATE	
CODE COMPLIANCE		***************************************
Simbourg à	Dec 12 DATE	CONDITIONS/RESTRICTIONS:
(s)GNATURE()	DATE	
EVENTS: REQUEST HAS BEET	N APPROVED_	
	DENIED	(if denied attach explanation

Bazaar Production

CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL	SIGNOFF):	CONDITIONS/RESTRUCTIONS
SIGNATURE	DATE	
PUBLIC WORKS		
SIGNATURE	DATE	
POLICE		
SIGNATURE	DATE	
FIRE DÉPARTME <u>Daniel Blanco</u> SIGNATURE	NT 12/27/12 DATE	SEE ATTACHED MEMO
PORT/KEY WEST	DOT	
SIGNATURE	DATE	
CODE COMPLIAN	NCE	
SIGNATURE	DATE	
KEY WEST PROP MANAGEN		
SIGNATURE	DATE	
PARKING DEPAR	TMENT	
SIGNATURE	DATE	







THE CITY OF KEY WEST

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

To: Bazaar Production Inc.

From: Division Chief/Fire Marshal Danny Blanco

Date: December 27, 2012

Reference: Bone Island Bazaar

This office reviewed the special event application for the Bone Island Bazaar to be held at The Truman Waterfront during the months of February and March 2013.

The following conditions apply:

- Any cooking that takes place on city property needs to have a Life Safety Inspection.
- Attached are the vendor regulations for special events.
- The pier closure needs to allow for emergency vehicle access
- Two Fire Inspectors will be required during the event hours.
- Event coordinator is responsible for scheduling the inspection with this office.

Costs of Fire Inspectors during the event are the responsibility of the event organizers at a rate of \$40.00 per hr. - Minimum four hours.

Life Safety inspection shall be conducted on the day of the event, if a vendor has not complied with all vendor regulations, they will not be allowed to operate until they come in total compliance with all regulations.

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

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

Serving the Southernmost City

SAIL ISBN 182



Key West Fire Department

Office of the Fire Marshal

Danny Blanco , Fire Marshal Alan Averette, Capt. / Fire Inspector Kenneth Wardlow, Capt. / Fire Inspector Jason Barroso, Lt./ Fire Inspector 1600 N. Roosevelt Blvd. Key West, FL 33040 Phone: (305) 292-8179 Fax: (305) 293-8399

Food Booth and Vendor Regulations

Vendor Booth Construction and Location

- 1. Each vendor booth shall have at least one exit way, minimum 3 feet wide by 6' height (booth frame shall not intersect exit path).
- 2. A 60-inch clearance shall be maintained between the cooking surface and any combustible canopy.
- 3. Each vendor shall stay within their assigned area, equipment and supplies shall not be staged outside their allotted space. ie: sidewalks, exit ways.

Butane or Propane equipment:

- 1. Shut-off valves must be provided at each fuel source.
- Tanks must be protected from damage and <u>secured</u> in an <u>upright</u> position and must be located at least 5 feet apart from each other.
- 3. No storage of extra butane or propane tanks in booth.
- 4. Tanks not in use must be turned **OFF**.
- 5. Unused fuel cylinders shall be stored in a secured position. Unused cylinders must be located 50 feet away from all combustibles.

All compressed gas bottles, flammable or non-flammable shall be properly secured to prevent accidental tipping over.

Electrical Power:

- 1. Generators shall be placed in locations approved by the Fire Marshal's Office for "special events" use.
- 2. Refueling of generators is prohibited during event hours. No extra fuel shall be stored during event hours.
- 3. During approved refueling times, no smoking or open flames are allowed within 25 feet.
- 4. Extension cords shall be of grounded type and approved for exterior use. Extension cords shall be placed so as not to create a hazard.

Charcoal Cooking:

- 1. Charcoal cooking must be located in areas away from public access.
- 2. Charcoal cooking must be 10 feet away from combustible structures and parked vehicles.
- 3. Coals shall be disposed in metal containers

Deep Fat Frying/Flambé/Open Flame Cooking:

- 1. Deep fat frying is defined as any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.
- 2. The cook area must not be accessible by the general public.
- 3. Deep fat frying equipment must be equipped with a temperature regulating device.
- 4. Separation must be maintained with a minimum of 3 feet clearance between deep fat frying and flambé or open flame cooking.

Fire Extinguishers:

- 1. Each cooking booth must be equipped with a fire extinguisher with a minimum rating of 3A:40B:C. (dry chemical extinguisher)
- 2. For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of **2A:10B:C** must not exceed 75 feet.
- 3. Fire extinguishers must be serviced annually and be tagged accordingly.
- 4. Each generator must be provided with a fire extinguisher with a minimum 40B:C rating. The extinguisher shall be located near the generator and accessible at all times.
- 5. Each cooking booth that is using deep fat fryers must have a <u>6 Liter Type K</u> (wet chemical fire extinguisher).

Miscellaneous:

Fire Hydrants – Fire Hydrants must not be obstructed at any time for any reason.

Streets – Parking is limited, therefore, do not leave your vehicle parked where it will block the street in such a manner as to prevent other vehicles from passing.

The above regulations are not inclusive of other general fire safety provisions that may be imposed upon inspection.

Any booth not in compliance will be immediately closed.

Fire Safety Tips

- 1. Know where the nearest fire extinguisher is located and how to use it.
- 2. **<u>DO NOT</u>** leave cooking operations unattended.
- 3. **<u>DO NOT</u>** wear loose fitting clothing while cooking.
- 4. Remove trash accumulation regularly.
- 5. Keep combustibles away from heat sources.
- 6. Do not spray lighter fluid on briquettes that have been previously ignited.
- 7. In case of emergency, DIAL 9-1-1.