

# CITY OF KEY WEST

## APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) Lucys Retired Surfers Bar

Address of Applicant(s) 320 Grinnell St Key West

Phone Number of

Applicant(s) and emergency  
number

305.922.2616 / 1603.440.3144

Name of Non-Profit(s) St. Baldricks Foundation

Address of Non-Profit(s) 1333 South May Flower Avenue Suite 400

Phone Number of Non-Profit(s) 1-888-899-2253

Monrovia, Ca 91016

Amount or Percentage of Revenue Non-Profit(s) anticipates receiving Trying to raise \$10,000

Date(s) of Event March 17<sup>th</sup> 2018

Hours of Operation 12pm - 9pm

Estimated/anticipated number of persons per day \_\_\_\_\_

Location of Event 320 Grinnell Street

Street Closed James Street

Detailed Description of Event: Charity event for St. Baldricks to raise Money + Awareness for Childhood Cancer

List of Businesses that will participate in Alcohol Exemption: \_\_\_\_\_

Noise exemption required: Yes ☒ No ☐

Alcoholic beverages sold/served at event: Yes ☒ No ☐

Recycle Deposit \$1000.00 Yes ☒ No ☐

Cooking oil recycled Yes ☐ No ☒

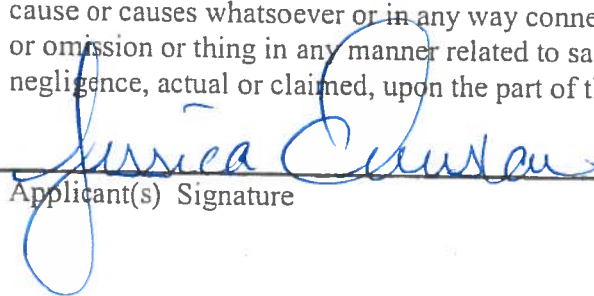
Recycled containers Yes ☒ No ☐

Accounting of items recycled

\* Measures

Indoors at Lucys

The applicant does ac knowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permitee agrees to assume full responsibility and liability for and indemnify, 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.

  
Applicant(s) Signature

2/2/18  
Date

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

**\$50.00**

Date 2/2/18

Applicant Name Lucys Retired Surfers Bar

Applicant Address 320 Grinnell Street Key West

Applicant Phone Number 305-922-2616

Event Name St. Baldricks

Event Address/Location 320 Grinnell St

Date of Event March 17<sup>th</sup> 2018

Nature of Event Charity

Profit ☐ Non Profit ☒

Time(s) Request for Exemption 12pm - 9pm

Number of Exemptions at this location this calendar year 0

Date of last exemption March 17, 2017

✓ #1920

ORDINANCE NO. 02-09

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

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

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

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

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

- (a) The organizer or sponsor of any festival, street fair, fair, carnival, athletic event, contest, competition, parade, fundraiser, rally, boat or car race or other special event which requires city authorization, whether by administrative permit or city commission approval, and which requires the provisions of additional or extraordinary support services by police, fire, administrative, or other city departments in order to maintain order or safety or to escort participants shall pay to the city the cost of such services. A down payment of ten percent (10%) of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten (10) days prior to the event.
- (b) The city manager shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment. If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is established, then within thirty (30) days after the event the city may impose an interest charge on the amount due at the rate of one and one half percent (1½%) per month.
- (c) The city commission may grant special exceptions to this section for cause shown upon the public record.
- (d) ~~The first \$500.00~~ \$1,000.00 of costs as specified in subsection (a) of this section may be waived for any organizer or sponsor which has qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the event a public accommodation subject to the human rights provision of the section 38-225.
- (e) Any nonprofit organization accepting the waiver provided for by subsection (d) of this section shall, within 90 days following the special event, submit to the city commission an accounting of expenses and revenues incurred and generated during the event.

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

Section 2.

That section 6-27 is hereby added to the Code of Ordinances as follows:

**Sec. 6-27. Food, beverage and merchandise booths.**

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

Section 3.

That section 6-56 of the Code of Ordinances is hereby amended as follows:

**Sec. 6-56. Application.**

(a) Except as provided in section 6-58. At least 60 days prior to a proposed special event that will result in the closing of a public street, the sponsor shall submit an application to the city manager. An application may be made either by a tax-exempt nonprofit organization (nonprofit) or jointly by a nonprofit and a private or business entity.

(b) If the city manager approves the application, he shall then schedule it for consideration by the city commission. However, if the special event proposes to close only one block, is intended to end prior to 9:00 p.m. on any day of the year, and does not seek either a fee cost waiver or a noise exemption, the city manager may give final approval to the application.

(c) Each application shall include the name of a sponsor's contact person and that person's 24-hour telephone number(s), in case of emergency.

Section 4.

That section 6-57 of the Code of Ordinances is hereby amended as follows:

**Sec. 6-57. Donation of percentage of revenue to nonprofit organization.**

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

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

Section 6

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

**Sec. 6-61. Temporary bathroom facilities.**

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

Section 7.

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

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

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

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


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

Read and passed on final reading at a regular meeting held this 19<sup>th</sup> day of November, 2002.

Authenticated by the presiding officer and Clerk of the Commission on 21<sup>st</sup> 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.
2. Application(s) for special event(s) must be in the Office of the City Manager 60 days prior to the event.
3. The Permittee will be required to maintain the following types and amounts of insurance during the Special Event. All insurance coverages must be provided by insurance companies authorized to transact business within the State of Florida and must maintain an A.M. Best rating of A- or better.

Commercial General Liability with minimum limits of \$1,000.000

Business Automobile Liability with minimum limits of 1,000.000

Statutory Worker's Compensation Coverage

Employers Liability with minimum limits of \$1,000.000 injury by Accident

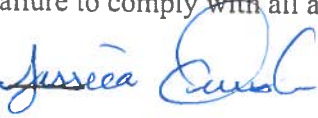
\$1,000.000 injury by Disease

Policy Limits and \$1,000.000 injury by Disease – Each Employee

If Alcohol beverages will be sold at the event or if the event's attendees will be required to pay an admittance fee and alcoholic beverages will be served, the Permittee will be required to maintain Full Liquor Liability coverage with minimum limits to \$1,000.000. Host Liquor Liability coverage will not be acceptable. If the Permittee will use the services of a caterer and the caterer will be providing and servicing the alcoholic beverages, the City will honor evidence from the caterer that this requirement is being met.

The City of Key West shall be named as an "Additional Insured" on the Permittees' Commercial General Liability policy.

Sponsor's Signature 

4. The applicant shall indemnify and hold the City harmless from all losses, claims, damages, liabilities, and expenses which may be incurred by the City or which may be claimed against the City by any person, firm to the person or property of any person, firm, corporation, or entity which are consequent or arise from the activities of the permit holder or its equipment, employees, agents, guests, licensees, or invitees for the permit holder activities or which damages/injuries are consequent or arise from permit holders failure to comply with all applicable laws, statutes, ordinances and regulations.  
Sponsor's Signature 
5. Applicant(s) who are businesses or private persons who wish to close a City street must make an application jointly with a non-profit entity. When a sponsor proposes a special event that will cause the closing of a city street or other public right-of-way, the sponsor must donate at least 25% of the sponsor's gross revenues or \$1000.00, whichever is greater, to at least one nonprofit organization. The sponsor must designate the nonprofit organization(s) on the application for the event. Each named nonprofit organization must provide the city manger with a letter of assent. Applicant(s) must also hire an off-duty



police officer(s) for crowd control and safety as determined by the Key West Police Department or the City Manager's Office. Applicant(s) must have neighboring businesses sign a petition of no objection to the street closure.

Sponsor's Signature 

6. *Within 30 days of the events completion the City Commission will receive a letter from the not for profit organization stating the amount of the monetary donation received from the event.*

Sponsor's Signature 

7. Applicant(s) wishing to sell/consume alcoholic beverages on City property must have approval by the City Commission via Resolution and must hire an off-duty police officer(s) for crowd control and safety as determined by the Key West Police Department or City Manager's Office. Applicant must provide liquor liability insurance.

Sponsor's Signature 

8. Applicant(s) wishing to have an exemption from the noise control ordinance must fill out an application thirty days before the event. Processing fee for the application is \$50.00.

Sponsor's Signature 

9. All applications are subject to approval at the discretion of the City Manager and/or City Commission.

Sponsor's Signature 

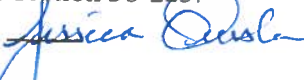
10. Notice of the city commission's proposed action on an application for a special event permit shall be mailed prior to the meeting at which the matter is to be considered to all property owners and occupants of property located within a 100-foot radius of the proposed special event. Notice of such proposed action also shall be published in a newspaper of general circulation in the city at least five days prior to the date of the city commission decision. The notice shall identify a contact person and phone number for complaints. The applicant shall pay for the newspaper advertisement.

Sponsor's Signature 

11. The organizer or sponsor of any special event, which requires the provision of additional or extraordinary support services by police, fire, administration, or other city departments shall pay to the city the cost of such services. A down payment of 10 percent of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten days prior to the special event.

Sponsor's Signature 

12. The first \$1000.00 of costs as specified in subsection (a) of the ordinance may be waived for any organizer or sponsor, which qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the special event a public accommodation subject to the human rights provision of the section 38-225.

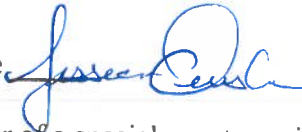
Sponsor's Signature 

13. Any nonprofit organization accepting the waiver provided for by subsection (d) of the ordinance shall, within 90 days following the special event, submitted to the city commission an accounting of expenses and revenues incurred and generated during



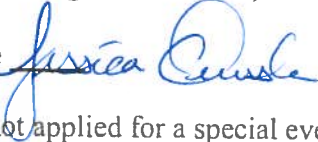
the special event.

**Sponsor's Signature**



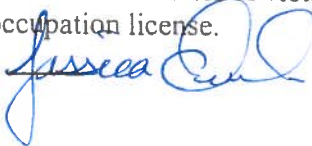
14. Whenever the sponsor of a special event provides temporary bathroom facilities on the public right-of-way, at least five percent of those facilities or one of those facilities, whichever is the greater number, shall be accessible to persons with physical disability.

**Sponsor's Signature**



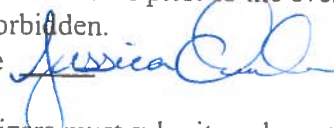
15. Where a person has not applied for a special event permit and an event at it's location spills into a street, causing the police department to close all or a portion of the street, the person sponsoring the event shall pay all such extraordinary service costs incurred by the city. On each anniversary of this occurrence, if the person can reasonably anticipate an overflow of people into the street, a special event permit must be applied for consistent with this division. A violation of this section may be grounds for revocation of an occupation license.

**Sponsor's Signature**



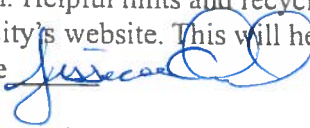
16. Special events may use fog, smoke and bubble machines or any device that emits a mist or spray contingent on Key West Fire Department approval. Approval must be obtained a minimum of 48 hours prior to the event. The use of confetti or confetti machines is strictly forbidden.

Sponsor's Signature



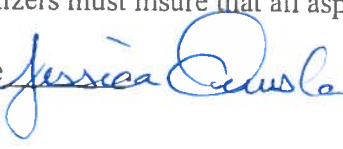
17. Special Events organizers must submit a adequate recycle plan for the size of the event being requested. Helpful hints and recycling requirements for special events can be found on the city's website. This will help you develop your plan.

Sponsor's Signature



18. All special events are required to comply with the Federal Americans with Disability's Act which requires access to all areas and services provided by the special events. Organizers must insure that all aspects of their event meet the requirements.

Sponsor's Signature



## Complete Checklist for Event Recycling City of Key West

- Identify contact person at the festival responsible for working with recycling.  
Name of person: Jessica Omiston Phone number: 305 922 2666
- 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: ☐
- Define the amount of recycling containers needed for the festival grounds (based on commodities used at the event and where they will be used and discarded. When recyclables are used throughout event, 1 recycling container for every 1 trash barrels will be used).  
Amount of recycling and garbage containers needed: 10 5 recycling 5 trash  
10 - we already have
- 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: delivery 3/15 - Removal 3/19
- Capacity of containers on grounds:  
Contact person for containers: Margaret Phone #: 305 296 8297
- 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: Pick up 3/19
- Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Inform them that signs will be posted in their areas.
- Oversee the delivery of containers and placement of signs.
- Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

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

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

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

**MUNDAKA LLC**  
201 SAINT CHARLES AVE SUITE 3915  
NEW ORLEANS, LA 70170

1922

84-7041/2652

DATE 2/12/18

 CHECK 1

PAY TO THE ORDER OF City of New West \$ 1,000.00

One thousand Dollars

 DOLLARS

Security  
Features  
Include  
Back

**IBERIABANK**

FOR Recycling Deposit

Cody M





THE CITY OF KEY WEST

FOUNDED 1826 INCORPORATED 1915

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.

Jessica Causa



Jessica Ormiston am an authorized agent of Lucy's Retired Surfers Bar ("the Venue"), St. Baldrick's Foundation (SBF) Host. The Venue understands that the name St. Baldrick's, the logo, and the Lucky leprechaun icon are registered trademarks of SBF. The Venue will not use SBF's registered trademarks in any printed materials or advertising without the prior written approval of SBF.

The Venue will not authorize any person to use a razor on the premises to shave the head of anyone at the SBF event.

The Venue understands that SBF strictly prohibits the use of, and Venue therefore assumes any and all liability and claims of damage or injury relating to amusement devices (including but not limited to "moonwalk/moon bounce", trampolines, and dunk tanks), fireworks or pyrotechnics, stunting activities, animal activities (including but not limited to petting zoos, pony rides, etc.) (hereinafter referred to as "Prohibited Activities"), whether the presence of such Prohibited Activities at an SBF event are known to SBF or not. Further, the Venue assumes any and all liability and claims of damage or injury relating to traffic control or road closures directed by the Venue at or near the SBF event hosted by the Venue.

### PUBLICITY CONSENT & RELEASE

The Venue hereby irrevocably grants SBF permission to use the Venue's name(s) and biographical or business information (including company logo, if applicable) for the sole purpose of furthering the charitable aims of SBF. In addition, the Venue hereby irrevocably grants SBF permission to use and waives any rights of compensation for the use of any artwork supplied by it to SBF or depicting the Venue or any of its affiliates, employees, vendors, contractors or guests during the Venue hosted SBF event, including but not limited to: portraits, pictures, artwork, film footage, likenesses, voices, or any or all of them in a greeting card, recording, print ad, motion picture film, television production or reproduction, direct mail piece, newsletter, website article, social media event or article, event location page, press release, sound track recording film strip, or still photograph, used solely for the purposes of furthering the charitable aims of SBF.

Furthermore, the Venue hereby grants to SBF, its clients, successors, assigns, and/or anyone acting under the authority or permission of any of them, the right to make originals of any of the items referred to in the preceding paragraph, to use such items in advertising and publicity in any and all publications and other media without limitation or reservation for any lawful purpose, to reproduce in any form or manner, and to copyright any such items in the name of SBF only in connection with the charitable aims of SBF.

The Venue agrees that it shall receive no compensation for the appearance of it or any of its affiliates, employees, vendors, contractors, or guests in SBF promotional materials or activities. The Venue hereby agree to hold SBF harmless and to indemnify SBF and its affiliates, volunteers, contractors, agents and employees, and anyone acting under the authority or permission of SBF, from any and all claims arising out of, or resulting from, the use of any unauthorized images provided by the Venue to SBF or shared by the Venue on the SBF website.

### AGREEMENT ON CONDUCT

The Venue understands and agrees that while hosting an SBF event it is responsible for ensuring a safe and friendly environment. The Venue understands and agrees that its commitment of time, staff and funds to SBF does not in any way grant the Venue authority to act on behalf of SBF, and understands and agrees that it cannot sign contracts or make other agreements on SBF's behalf, including but not limited to agreements with other charities or fundraisers, even with respect to the SBF event hosted by the Venue. The Venue understands and agrees that it has a duty to cooperate with SBF in all regards, and the Venue understands and agrees that SBF reserves the right to suspend an event at its sole discretion.

### HOLD HARMLESS, WAIVER, AGREEMENT ON CONDUCT, & ASSUMPTION OF RISK:

The Venue has freely and voluntarily chosen to host this SBF event and agreed to provide a safe and friendly environment. The Venue understands that there are certain risks associated with hosting this SBF event and participation is not without risk to it, its employees, or its guests who may attend. The Venue understands such risks include, but are not limited to, personal injury, property damage or loss, and death.

In consideration of and as inducement to SBF's acceptance of the Venue's hosting of this SBF event and providing a safe and friendly environment, the Venue expressly assumes any and all risks of such damage or injury arising or alleged to have arisen in connection with the Venue's acts or omissions while hosting this event, and the Venue hereby releases and agrees to indemnify, defend, and hold harmless SBF and all its related entities, employees, directors, officers, volunteers, members,

beneficiaries, and agents from any and all liability of any nature, causes of action, debts, claims, and demands of every kind and nature whatsoever, for injury or damage, arising or alleged to have arisen in connection with the Venue's acts or omissions while hosting an SBF event, whether occurring on the event grounds or the surrounding area thereto. This release includes, but is not limited to, any claim for personal injury, property damage, wrongful death, and any and all fees and expenses related thereto whether the same shall arise by negligence, active or passive, or otherwise, arising or accruing at any time in connection with the Venue's acts or omissions in hosting this SBF event.

The Venue has read and understands this Agreement, and is aware of the legal consequences of signing this Agreement. The Venue agrees that this Agreement is governed by the law and jurisdiction of the State of New Jersey, United States of America, regardless of where the Venue is located or incorporated, where the Agreement is signed, or where the SBF event takes place. The Venue agrees that this Agreement will continue in full force and effect after the termination of the SBF event, whether such termination is by agreement, by operation of law, or otherwise. The Venue agrees that if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction the remaining provisions will continue to be fully effective. The Venue agrees that a photocopy of this Agreement will be sufficient to demonstrate that the Agreement was executed and that an original need not be retained by SBF. The Venue understands and agrees that the Venue may not host the SBF event unless an authorized representative of the Venue has read and signed this Agreement, and that the execution of this Agreement binds both the Venue and any of its affiliates. The Venue understands and agrees that this Agreement contains the entire agreement between the parties, and supersedes any prior oral or written agreement concerning the subject matter.

The Venue represents and warrants that it maintains \$1,000,000 of liability coverage, pursuant to a policy obtained from Northfield Ins. Co. (insert name of insurance carrier) and is current on all policy and premium payment under such policy.

### PLEASE PRINT IN BLOCK LETTERS:

Date of St. Baldrick's Foundation Event: 3/17/18

Venue name: Lucy's Retired Surfers Bar

Address: 320 Grinnell Street

City: Key West State: FL Postal Code: 33040

Authorized Signature: Jessica Ormiston

Print name: Jessica Ormiston

Date: 1/9/18 Venue Phone: 305.922.2616

E-Mail: Jessica@lucysretiredsurfers.com

Are you a returning SBF Host? ☒ Yes ☐ No

If "Yes" how many & what years? 1 year - 2017



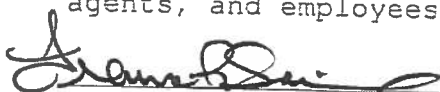
## THE CITY OF KEY WEST

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

### RELEASE AND INDEMNIFICATION

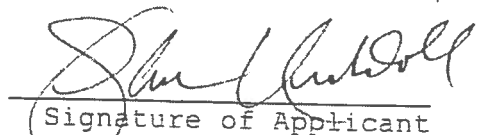
Mundaka, LLC  
Lucy's Retired Surfers Bar  
Charity Event  
Saturday, March 17, 2018

I **John Kirkendoll** being authorized to act on behalf of and legally bind **Mundaka, LLC** doing business as the legal entity or association on whose behalf this application is made, do hereby release the City of Key West, its officers, agents and employees from any and all liability for damages arising out of, or related to the activities for which application for leave to use City property has been submitted; and do hereby further agree, on behalf of said entity or association to indemnify, and hold harmless the City of Key West, its officers, agents, and employees from and against any and all damages to personnel or property of the City, and against all claims for damages or injuries to other persons or property of any nature whatsoever, and for defense costs, including attorneys' fees at both trial and appellate levels, arising from the actions or omissions of the person(s) or legal entity(ies) on whose behalf the application is submitted, including, but not limited to, the sale and dispensing of alcoholic beverages, or otherwise arising from the actions of their members, licensees, customers, guests, invitees, or participants in the related activities permitted. The foregoing Release and Indemnification agreement does not apply to those claims for damages or injuries which result from the negligent actions or omissions of the City of Key West, its officers, agents, and employees.

  
Signature of Witness

Francie R Simoreaux  
Print Name

Feb 15, 2018  
Date

  
Signature of Applicant  
JOHN KIRKENDOLL  
Print Name

FEB. 15, 2018  
Date

Key to the Caribbean - Average yearly temperature 77° F.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/16/2018

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |                                    |
|--|--|------------------------------------|
| <b>PRODUCER</b><br>Southern Insurance Agency LLC<br>725 Magazine Street, Unit E<br>New Orleans, LA 70130 | <b>CONTACT NAME:</b> Louis Faust               |                                    |
|  | <b>PHONE (A/C, No, Ext):</b> 504-528-9242      | <b>FAX (A/C, No):</b> 504-528-9245 |
|  | <b>E-MAIL ADDRESS:</b> lfaust@siallc.com       |                                    |
| <b>INSURED</b><br>Mundaka LLC dba Lucys<br>320 Grinnell St<br>Key West, FL 33040                         | <b>INSURER(S) AFFORDING COVERAGE</b>           |                                    |
|  | <b>INSURER A:</b> Northfield Insurance Company |                                    |
|  | <b>INSURER B:</b> Midlands Insurance           |                                    |
|  | <b>INSURER C:</b>                              |                                    |
|  | <b>INSURER D:</b>                              |                                    |
|  | <b>INSURER E:</b>                              |                                    |
|  | <b>INSURER F:</b>                              |                                    |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--|---------------|-------------------------|-------------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>Deductible: \$500<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | x  | WS203030      | 03/31/17                | 03/31/18                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Assault & Battery \$ 50,000/100,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |  |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br>DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>   | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N <input checked="" type="checkbox"/>                                | N/A           | WC201800012321          | 1/1/18                  | 1/1/19  |
| A        | Liquor Liability   | x  | WS203030      | 03/31/17                | 03/31/18                | Liquor Liability: each occurrence 1,000,000<br>aggregate 2,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 320 Grinnell St, Key West, FL 33040

Certificate holder is listed as additionally insured

**CERTIFICATE HOLDER**City of Key West  
1300 White St  
Key West, FL 33040**CANCELLATION**

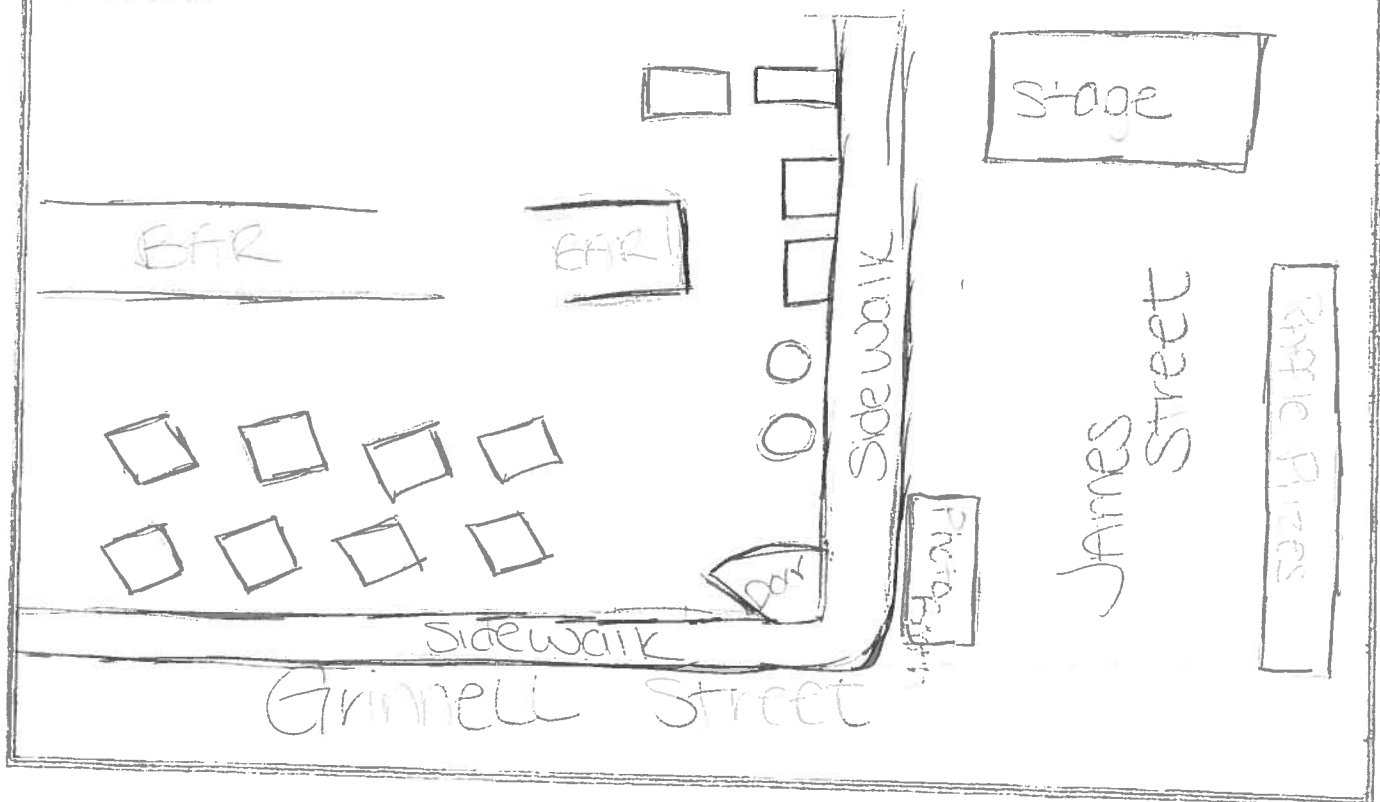
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**SECTION 5 - DESCRIPTION OF PREMISES TO BE LICENSED**  
**AB&T AUTHORIZED SIGNATURE REQUIRED**

Business Name (D.B.A.) or Name of Event \_\_\_\_\_

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises where the event will be held. A multi-story building where the entire building is to be licensed must show the details of each floor.





# THE CITY OF KEY WEST

Parking Division

1310 White Street  
Key West, FL 33040

## Parking Requests or Special Events

Please indicate the Special Event Parking requests below:

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

Key West Bight Rates: \$3.50 per hour or \$20.00 per day per space

On-Street Meter Rates: \$3.00 per hour or \$20.00 per day per space.

Modification of rates can only be approved by Commission.

If you have any questions, please contact John Wilkins, Parking Director at (305) 809-3855 or email [jwilkins@cityofkeywest-fl.gov](mailto:jwilkins@cityofkeywest-fl.gov)

(305) 809-3855 [jwilkins@cityofkeywest-fl.gov](mailto:jwilkins@cityofkeywest-fl.gov)



KEY WEST FIRE DEPARTMENT  
FIRE MARSHAL'S OFFICE

Please Check All That Apply To This Event

Cooking

- ☐ Deep Frying/Open Flame
- ☐ Charcoal Grill
- ☐ Gas Grill
- ☐ Food Warming Only
- ☐ Catered Food
- ☐ Plan for Cooking Oil Disposal
- ☐ No Cooking on Site

All cooking  
indoors

Electrical Power

- ☐ Generator
- ☐ 110 AC with Extension Cords
- ☐ DC Power

Stage on street

Road Closure

- ☐ Map of Closed Road with Fire Lane & Vendor Booth(s) Locations

Tents (More Than 200 SqFt.)

- ☐ Flame Resistance Certificate
- ☐ Size, Type, Location of Tent(s)

Food Booths

- ☐ Food Booths - Total # \_\_\_\_\_
- ☐ Vendor Booths - Total # \_\_\_\_\_
- ☐ Total Number of Booths - \_\_\_\_\_

Parade

- ☐ Floats - Total # \_\_\_\_\_



**Detail by Entity Name**

Foreign Limited Liability Company

MUNDAKA LLC

**Filing Information****Document Number** M16000002440**FEI/EIN Number** 81-1872657**Date Filed** 03/23/2016**State** LA**Status** ACTIVE**Principal Address**201 SAINT CHARLES AVENUE, SUITE 3915  
NEW ORLEANS, LA 70170**Mailing Address**201 SAINT CHARLES AVENUE, SUITE 3915  
NEW ORLEANS, LA 70170**Registered Agent Name & Address**KLITENICK, RICHARD M, ESQ  
1009 SIMONTON STREET  
KEY WEST, FL 33040**Authorized Person(s) Detail****Name & Address**

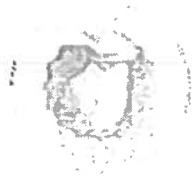
Title MBR

KIRKENDOLL, JOHN D  
201 SAINT CHARLES AVENUE, SUITE 3915  
NEW ORLEANS, LA 70170**Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2017        | 02/09/2017 |
| 2018        | 01/18/2018 |

**Document Images**

|   |  |
|---|--|
| <a href="#">01/18/2018 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">02/09/2017 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">03/23/2016 -- Foreign Limited</a> | <a href="#">View image in PDF format</a> |



CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT  
APPROVALS

EVENT: Lucy's Retired Surfers Bar

DATES: March 17<sup>th</sup>

DEPARTMENTS

COMMENTS

EVENTS (INITIAL SIGNOFF)

Manalata 2/2/18

SIGNATURE

DATE

COMMUNITY SERVICES

SIGNATURE

DATE

POLICE DEPARTMENT

SIGNATURE

DATE

FIRE DEPARTMENT

SIGNATURE

DATE

KWDOT

SIGNATURE

DATE

PORT AND MARINE SERVICES

SIGNATURE

DATE

CODE COMPLIANCE

Debra M. Mott-Boyle 2-14-18

SIGNATURE

DATE

ENGINEERING

SIGNATURE

DATE

UTILITIES

SIGNATURE

DATE

SPECIAL EVENT PERMIT HAS BEEN

APPROVED

DENIED

# Lucy's Retired Surfers Bar St. Patty's event

## CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT (INITIAL SIGNOFF):

CONDITIONS/RESTRUCTIONS

SIGNATURE DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC WORKS

SIGNATURE DATE

\_\_\_\_\_  
\_\_\_\_\_

POLICE

SIGNATURE DATE

\_\_\_\_\_  
\_\_\_\_\_

FIRE DEPARTMENT

Alan Averette 2/14/18

SIGNATURE DATE

PORT/KEY WEST DOT

Approved

No Fire concerns.

SIGNATURE DATE

\_\_\_\_\_  
\_\_\_\_\_

CODE COMPLIANCE

SIGNATURE DATE

\_\_\_\_\_  
\_\_\_\_\_

KEY WEST PROPERTY  
MANAGEMENT

SIGNATURE DATE

\_\_\_\_\_  
\_\_\_\_\_

PARKING DEPARTMENT

SIGNATURE DATE

\_\_\_\_\_  
\_\_\_\_\_

Event Name: Lucky's Retired Surfers Bar - ST Patricks

## Special Event Checklist

Everything must be checked off before  
submitting the special event application

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



# CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT APPROVALS

EVENT: Lucy's Retired Surfers Bar  
 DATES: March 17<sup>th</sup>

## DEPARTMENTS

## COMMENTS

EVENTS (INITIAL SIGNOFF)

Maria Latorre 2/2/18  
 SIGNATURE DATE

COMMUNITY SERVICES

SIGNATURE DATE

POLICE DEPARTMENT

Steve Torrence 2/20/18  
 SIGNATURE DATE

Requires Noise Exemption  
 Requires Extra Duty Officers

FIRE DEPARTMENT

SIGNATURE DATE

KWDOT

SIGNATURE DATE

PORT AND MARINE SERVICES

SIGNATURE DATE

CODE COMPLIANCE

SIGNATURE DATE

ENGINEERING

SIGNATURE DATE

UTILITIES

SIGNATURE DATE

SPECIAL EVENT PERMIT HAS BEEN \_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED



CITY OF KEY WEST SPECIAL EVENTS DEPARTMENT  
APPROVALS

EVENT: Lucy's Retired Surfers Bar  
DATES: March 17<sup>th</sup>

DEPARTMENTS

COMMENTS

EVENTS (INITIAL SIGNOFF)

Maria Latauff 2/2/18  
SIGNATURE DATE

COMMUNITY SERVICES

SIGNATURE DATE

POLICE DEPARTMENT

SIGNATURE DATE

FIRE DEPARTMENT

SIGNATURE DATE

KWDOT

No Impacts

SIGNATURE DATE

PORT AND MARINE SERVICES

SIGNATURE DATE

CODE COMPLIANCE

SIGNATURE DATE

ENGINEERING

SIGNATURE DATE

UTILITIES

SIGNATURE DATE

SPECIAL EVENT PERMIT HAS BEEN \_\_\_\_ APPROVED \_\_\_\_ DENIED