CITY OF KEY WEST APPLICATION FOR A SPECIAL EVENT PERMIT

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Name of Applicant(s) Key WEST BUSINESS GUILO Inc	
Address of Applicant(s) 808 DUVAL ST Email: PETERANNOW @ GMAIL CO.	^
Applicant(s) and emergency number 305-923-9645	
Name of Non-Profit(s) Key West BUSINESS GYILD DBA HEADDERS	-
Address of Non-Profit(s) 808 DUVAL ST BALL	
Phone Number of Non-Profit(s) 305 294 4603	
Amount or Percentage of Revenue Non-Profit(s) anticipates receiving	
Date(s) of Event OcioBer 25, 2018	
Hours of Operation Spy - 1/pM	
Estimated/anticipated number of persons per day	
Location of Event TRUMAN AMPITHATION	
Street Closed NO	
Detailed Description of Event: ANNUAU FANTASY FUST	
HEADDRESS BALL - 36TH YEAR	
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	

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

6/18/2018

Date

ORDINANCE NO. 02-09

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

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

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

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

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

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

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

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

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

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

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

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

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

Filed with the Clerk November 21, 2002.

2002.

Sponsor's Signature A.

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 Commercial Com

- 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 organizer 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

0	Identify contact person at the festival responsible for working with recycling. Name of person: FRIGE ESTIGNOPhone number: 705 294 - 4603
0	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:
O	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, I recycling container for every I trash barrels will be used). Amount of recycling and garbage containers needed:
0	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:
0	
	Capacity of containers on grounds: Contact person for containers: Phone #:
0	Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers.
0	Acquire liner bags for the recycling containers to be placed on the grounds. Ensure that the capacity of the bags is equal to or greater than that of the recycling containers on the grounds.
0	Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container. Arrangements made:
0	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.
0	Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Inform them that signs will be posted in their areas.
0	Oversee the delivery of containers and placement of signs.
0	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:
0	Ensure that recyclables are removed and taken to the large container when bins are full and that liner bags are replaced.
0	At the end of the event, remove signs and arrange for their return to owners.
0	Place recycling containers in the pick-up location, as arranged with the providers of the containers.
0	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:
O	Prepare a report on the program including strategies used, amount of material diverted, comments and suggestions from participants and future recommendations.
0	Share the results with event organizers.
0	Security deposit of \$1000.00 must be submitted prior to the event.
0	Security deposit returned:
	For more information about event recycling and waste reduction, contact Waste Manager

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

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6/18/2018

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Key West Business Guild 513 TRUMAN AVE KEY WEST, FL 33040-3140 (305) 294-4603 "Close To Perfect - Far From Normal"

KEY WEST BUSINESS GUILD

\$ **1,000.00

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

City of Key West

PAY TO THE ORDER OF

Refundable Deposit HDB 2018

CONTROL OF THE PROPERTY OF THE

ATTACHMENT A

LICENSE POR USE OF CITY OF KEY WEST OWNED PROPERTY

LICENSE NUMBER

THIS LICENSE TO USE CITY OF KEY WEST PROFERTY HEREIN DESCRIBED IS ISSUED BY THE CITY OF KEY WEST TO THE LICENSEE NAMED RELOW FOR THE FURPOSE REFERN SPECIFIED UPON THE TEAMS AND CONDITIONS SET FORTH BELOW, AND ON ATTACHMENTS 8, AND C BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS, AND CENERAL PROVISIONS.

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ATTACHMENT B: GENERAL CONDITIONS

- The Licenser hereby grack to the Licenses the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- C. The use shall be limited to the purposes specified herein. Limited does not warrant or represent that the property is safe or suitable for the purpose for which Licenses intends to use it, and Licenses arranges ell rights in its use.
- d. This License shall be neither assignable nor transferable by the Licensee.
- C. If utilities and services are furnished to the Licenses during License period, the Licenses shall reimburse the Licenses for the cost thereof as determined by the Licenses in accordance with applicable stances and regulations.
- f. The Licensee, at its own cost and expense shall protect, traintain, and itsep in good order, the premises or facilities licensed hereby. At the discretion of the Licenser this obligation shall incircle, but not be limited in, contribution toward the expense of long-turn maintaneous of the premises or facilities, the accessity for which accrued during the period of Licensee's tran. The amount of expense to be boune by the Licensee shall be determine by promiting the total expense of the home of long-turn maintaneous on the basis of fractional use by the Licensee. This fractional part of the total expenses shall be provided further if the item of long-turn maintaneous did not express that it entirety during the Licensee's use. Upon a determination by the Licensee' that he accessing exists for an expenditure of funds for maintaneous, protection, protection, proportionate share on demand.
- g. No additions to, or alterations of the premises or facilities shall be made without the prior connect of the Licenser. Upon revocation or summed of this Licenser, to the notest directed by the Licenser, the Licenser 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.
- 1). The Licensee shall be liable for any loss of or damage to, the premiers or finalities foreign of an east of its use and whall said the foreign for the first of the said final first said the first of the firs or repair, or manetary compensation at may be directed by the Licenser. The Licenser shall not be liable for loss of, or damage to, the premises arising from course beyond the caustrol of the Licenser and occasioned. by a risk not in fact covered by interesces and not continuelly covered ph parameter in the journity in supery the base and supering Mothing or account to where the License of Rability with respect to any less or demage to the premises, not fully compensated for by incurance, which reads from willful enterprises, leck of good faith. or fallow to councie due difference, on the part of the Licensee. All protection of the Licensor and the Licensor against their respective risks and liabilities in comection with the premium. First policy of insurance and instantion in consecuted with the premium. Less pourty or instantion against hone or dimage to City of Key West properly shall some the Licensee and the City of Key West, as the insured and shall contain a loss payable classes reading substantially as follows: "Loss, if my, 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 lam or port of the premiers or facilities that the risk of which is assumed under this paragraph h, the Licenses shall manily give notice thereof to the Licensor and, to the extent of its promptly give notice werent in an allegant and, as an extend of the compression the City of Key West for such loss or damage, or rebuild, replaces or repair the from or terms of the practices or facilities to less or darraged, as the Literson may efect. If the cost of such report, rebuilding or replacement exceeds the liability of the Licenses for such loss or damage, the Licensee shell affect such repair, rebuilding or replacement if required so to do by the Licenson and such curers of cost shall be reimbursed to the Licenses by the Licenses. In the swent the Licensee shall have effected any repair, reboliding or replacement,

Initials of Applicant III which the Licensee is required to effect pursuent in this paragraph, the Licensee shall direct payment to the Licensee of so much of the process of any insurance curied by the Licensee and code available to the City of Key West on account of loss of or dismage to any item or peri of the promises or facilities as may be necessary in could the Licensee to effect such repair, rebuilding or replacement. In seven the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or demage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensee, the Licensee shall promptly refund to the Licensee.

- i. The Licensee shall indepently and save harmless the City of Rey West, its officers, agents, servine and employees from all liability or otherwice, for death or injury to all persons, or loss of charges in the property of all persons resulting from the use of the persons try the Licensee, and shall furnish the insurance specified in them 9. Each policy of insurance required in item 9 covering bodily injuries and third party property change shall contain an endorsement reading substantially as follows: "The insure wrives any right of subrogation against the Chy of Key West which might miss by reason of any payment made under this policy." This informatity 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 Licenser may require ar approve. A certificate of insurance or a certified copy of each policy of insurance trion out hereunder shall be deported with the Licenser local representative prior to use of the precises and facilities. The Licenser agreem that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licenser's local representative a certificate of insurance or a certificate copy of each renewal policy to cover the same rich.
- k. The Licenses warrant that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, incharage or contingent fine Breach of this warranty chall give the City of Key West the right to are actual this License or in its discretion to recover from the Licenses the amount of such commission, percentage, brekenage or contingent for in addition to the countriesion bench set forth. This warranty shall not apply to commission payable by the Licenses apon continues or sales secured or made through bons fide established communical or calling agencies maintained by the Licenses for the purpose of recurring business.
- I. In connection with the performance of work under this License, the Licenses agrees not to dissymmetr against any employee or explicient for employment because of rice, religion, color, or extractal origin, has, disability, animaly, somail estambation, gender identity or expression, marked storm, percente prints or source of known. The adversald provision stall include, that not be limited in, the following comparation while include, denotion, or transfer, recruitment or recruitment advertising, layed or temperature, rates of pay or other forms of comparation; and selection for behing including apprendicable. The Licenses agrees to post hereafter becomployment, notices to be provided by the Licenses senting forth the provisions of the nondiscrimination classe. The Licenses hereunder, except Subcooksets for standard commercial supplies of rew materials.
- III. All activisies authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, so may, from time to time, be prescribed by the local representative of the Licensor as designated in Rem Sa.
- The laws of the State of Fioride shall govern the validity of this ficonce agreement, interpretation, performence, and any other claims related to it. This venue for any and all claims or legal actions will be Monroe County. Fiorida.

ATTACHMENT C: ADDITIONAL PROVISIONS

The licensee is subject to the following additional provisions:

- 1. The City identifies a single Point of Contact, Mr. Doug Bradshaw, Port Project Manager of Key West, phone (305) 809-3792 or Cell (305) 797-8361, who will provide license provision oversight and enforcement for the full term of the license.
- 2. Prior to use of the premises Licensee must provide a \$ 0000000 and a \$ 500.00 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.
- All utility use must be coordinated through Doug Bradshaw. Any modification to 3. utilities to support the activity will be at the sole cost of the Licensee.
- Licensee is responsible for obtaining necessary permits required by any other agencies 4. 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
- 5. Licensee must provide the City with a detailed schedule for activities.
- The activities each day shall conclude not later than 6 p.m. nor begin before 8 a.m. 6. without prior approval by Licensor.
- No generators associated with the event shall operate after 6 p.m. and before 8 a.m. 7.
- The leased site must be maintained in an orderly and neat condition. Licensor may 8. request Licensee to improve conditions of site within reason if conditions become
- The Licensee shall notify the Truman Annex Master Property Owner's Association 9. (TAMPOA) at least 30-days prior to the activity.
- Ingress/egress by the licensee shall be coordinated with the Licensor. 10.
- The Licensee must provide or ensure 24-hour security for the licensed area either thru **1**1. security guard or by feacing with locking gates.
- City of Key West personnel shall be allowed access to the site at all times. 12.
- Licensee shall provide sufficient personnel to ensure proper and safe operation of the 13.

- Licensee may not stay overnight on City of Key West property without prior approval by 14.
- Entrance to City of Key West buildings is not authorized. 15.
- 16. No alcoholic beverages/non-prescription drugs or food may be brought onto or sold on Licensor's property without prior approval from the City Commission.
- Licensee must provide own portable toilets. 17.
- No trash may be left on site. Use of City of Key West dumpsters is not authorized unless 18.
- Any use of NOAA's property or seawall must be coordinated with NOAA. 19.
- Use of the inner basin to anchor boats is not authorized. 20.
- No hazardous material or waste shall be used or stored on the premises without 21. submitting a Hazardous Waste Handling and Spill Plan to the City of Key West.
- Licensee is responsible for any and all environmental cleanup, restoration, fees, fines, 22. 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 demiling 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.
- Licensee shall provide the Licensor's Point of Contact copies of all applicable deposits, 25. insurance polices in force at the time of the license, and payments to City of Key West associated with this license.
- 26. All trash (including waste oil) and equipment including portable toilets and trailers shall be removed from the property no later than close out of business of the last day of this license. Licensee should plan accordingly. Licensor's may impose additional fees for use of property beyond license dates.
- 27. Licensee may be required to suspend activity as directed by City Staff during special events that occur at the Truman Waterfront.
- In rare cases the Licensee at their sole expense may be required to move the activity to 28. 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

ASSECTION OF THE SECTION OF THE CASH ONLY IF ALL CHECKLOCK TO SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

KEY WEST BUSINESS GUILD

Key West Business Guild 513 TRUMAN AVE KEY WEST, FL 33040-3140 (305) 294-4603 "Close To Perfect - Far From Normal"

PAY TO THE City of Key West ORDER OF I'VE HUND OF CO AND ME EITH and 00/100

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

1ST STATE BANK OF THE FL KEYS
OF THE FLORIDA KEYS
KEY WEST, FLORIDA 33040
63-43/670

6/18/2018

3218

Details on Back

CheckLock " Secure Check

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Noise Ordinance HDB 2018



Parking Requests or Special Events

Please indicate the Special Event Parking requests below:

PANLING WILL BE HANDED BY SOUTHERNINGST COLONUT CASTAWAYS
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.

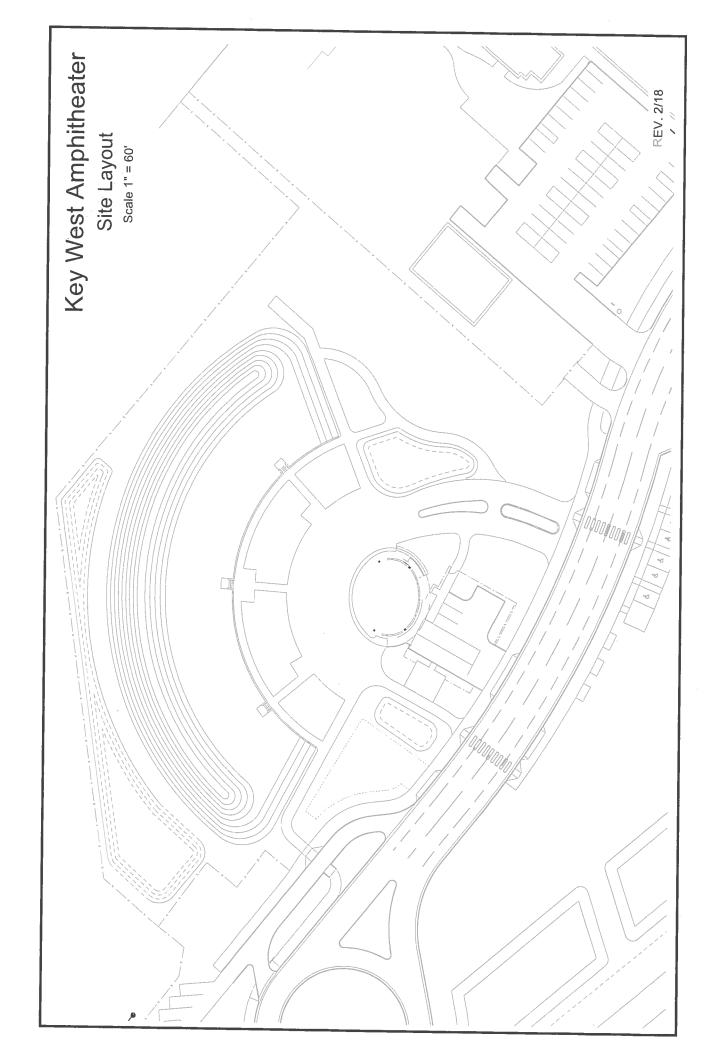
If you have any questions, please contact John Wilkins, Parking Director at (305) 809-3855 or email jwilkins@cityofkeywest-fl.gov



KEY WEST FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

Please Check All That Apply To This Event

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



Event Name: HRADDIES BALL

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

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

Memo

Date: 10/18/18

To: Revenue

From: Maria Ratcliff - City Manager's Office

RE: Amphitheater Rental

Please process the attached payments as noted below.

1050000-3622800 \$ 500.00

1050000-2080100 \$ non exempt

Description: Key West Business Guild Headdress Ball.

Thank you,

Maria

CASH ONLY IF ALL CheckLock "SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

KEY WEST BUSINESS GUILD

Key West Business Guild 513 TRUMAN AVE KEY WEST, FL 33040-3140 (305) 294-4603 "Close To Perfect - Far From Normal"

1ST STATE BANK OF THE FL KEYS OF THE FLORIDA KEYS KEY WEST, FLORIDA 33040 63-43/670 3218

6/18/2018

PAY TO THE City of Key West

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\$ **50.00 900.00

DOLLARS

City of Key West

P O Box 1409 Key West, FL 33041-1409

Noise Ordinance HDB 2018

Janu Skahy

#003218# #067000438# 1010104101#



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.

P17

Key West Business Guild, Inc. HD Ball P&L vs Budget January through December 2017

	Jan - Dec 17	Budget
Ordinary Income/Expense		1200000
Income		
Event Income		
Headdress Ball		
HDB Sponsorships	8,000.00	10,000.00
HDB Tickets	29,942.40	30,000.00
Total Headdress Ball	37,942.40	40,000.00
Total Event Income	37,942.40	40,000.00
Total Income	37,942.40	40,000.00
Gross Profit	37,942.40	40,000.00
Expense		
Event Expenses		
Headdress Ball Expenses		
HDB Advertising/Posters	2,691.20	1,000.00
HDB Event Fee to Fantasy Fest	2,000.00	1,500.00
HDB Rental Fees/Tent Rental	5,381.45	12,000.00
HDB Audio/Visual/Stage Expenses	5,356.00	4,000.00
HDB Decorating Expenses	634.82	2,900.00
HDB Prizes Awarded	4,640.00	5,000.00
HDB MC/Director Fee	2,000.00	2,500.00
HDB Security/Casual Labor	2,000.00	1,000.00
Headdress Ball Expenses - Other	1,091.41	
Total Headdress Ball Expenses	25,794.88	29,900.00
Total Event Expenses	25,794.88	29,900.00
Total Expense	25,794.88	29,900.00
Net Ordinary Income	12,147.52	10,100.00



THE CITY OF KEY WEST

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

RELEASE AND INDEMNIFICATION
Key West Business Guild, Inc.
Headdress Ball at the Amphitheatre
October 25, 2018

I Alan Beaubien being authorized to act on behalf of and legally bind Key West Business Guild, Inc. 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	Signature of Applicant
Print Name	Print Name
Date	Date

Florida Department of State

Division of Corporations



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Not For Profit Corporation KEY WEST BUSINESS GUILD, INC.

Filing Information

Document Number

744178

FEI/EIN Number

59-1931515

Date Filed

09/06/1978

State

FL

Status

ACTIVE

Last Event

REINSTATEMENT

Event Date Filed

12/20/1991

Principal Address

808 Duval St

KEY WEST, FL 33040

Changed: 01/15/2018

Mailing Address

808 Duval St

KEY WEST, FL 33040

Changed: 01/15/2018

Registered Agent Name & Address

SMITH, WAYNE LARUE 509 Whitehead St KEY WEST, FL 33040

Name Changed: 03/18/1997

Address Changed: 06/18/2018

Officer/Director Detail

Name & Address

Title PD

Beaubien, Alan 808 Duval St

KEY WEST, FL 33040

Title VD

Licis, Charles 808 Duval St KEY WEST, FL 33040

Title TD

Colston, Tonya 808 Duval St KEY WEST, FL 33040

Annual Reports

 Report Year
 Filed Date

 2017
 02/09/2017

 2018
 01/15/2018

 2018
 06/18/2018

Document Images

06/18/2018 AMENDED ANNUAL REPORT	View image in PDF format
01/15/2018 ANNUAL REPORT	View image in PDF format
02/09/2017 ANNUAL REPORT	View image in PDF format
01/26/2016 ANNUAL REPORT	View image in PDF format
01/13/2015 ANNUAL REPORT	View image in PDF format
01/07/2014 - ANNUAL REPORT	View image in PDF format
07/03/2013 AMENDED ANNUAL REPORT	View image in PDF format
01/09/2013 ANNUAL REPORT	View image in PDF format
02/14/2012 ANNUAL REPORT	View image in PDF format
06/17/2011 ANNUAL REPORT	View image in PDF format
03/14/2011 = ANNUAL REPORT	View image in PDF format
07/14/2010 - ANNUAL REPORT	View image in PDF format
01/26/2010 ANNUAL REPORT	View image in PDF format
03/19/2009 ANNUAL REPORT	View image in PDF format
07/01/2008 ANNUAL REPORT	View image in PDF format
08/03/2007 ANNUAL REPORT	View image in PDF format
01/12/2007 ANNUAL REPORT	View image in PDF format
05/01/2006 ANNUAL REPORT	View image in PDF format
01/27/2005 ANNUAL REPORT	View image in PDF format
04/27/2004 ANNUAL REPORT	View image in PDF format
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03/05/2001 ANNUAL REPORT	View image in PDF format
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04/29/1998 ANNUAL REPORT	View image in PDF format
03/18/1997 ANNUAL REPORT	View image in PDF format
05/01/1996 ANNUAL REPORT	View image in PDF format
01/30/1995 ANNUAL REPORT	View image in PDF format
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2017

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 the terms and conditions of the policy certificate holder in lieu of such endors	, certain p	policies may require an e	olicy(ie: ndorse	s) must be en ment. A stat	ndorsed. If t ement on th	SUBROGATION IS WAIVED, su is certificate does not confer i	bject to rights to the
PRODUCER			CONTAC NAME:	7 1			
Gateway-Acentria Insurance, LLC 2430 W. Oakland Park Blvd.			PHONE (A/C, No	. Ext):954-73	5-5500	FAX (A/C, No):954-73	35-2852
Fort Lauderdale FL 33311			E-MAIL ADDRE	ss:certificate	s@gateway	vins.com	
				INS	URER(S) AFFOR	RDING COVERAGE	NAIC#
INSURED				RA:Main Str			
Key West Business Guild	KEYWES	G-CD	1	RB:Main Str	eet America	a Group	-
Attn: Matt Hon			INSURE				
808 Duval Street Key West FL 33040			INSURE				
Rey West FL 33040			INSURE				
COVERAGES CER	TIFICATI	NUMBER: 125146112				REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RICERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN, POLICIES.	INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN'	CONTRACT THE POLICIE REDUCED BY	OR OTHER S S DESCRIBES PAID CLAIMS	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
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(Mandatory In NH) If yes, describe under			8			E.L. DISEASE - EA EMPLOYEE \$	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	•	·		•		and land military and the sale	
The City of Key West is included as a	aditional	insured with respects to	gener	al liability on	ily as requir	ed by written contract.	
CERTIFICATE HOLDER CANCELLATION							
City Of Key West 1300 White Street Key West FL 33040			SHO	OULD ANY OF EXPIRATION CORDANCE W	N DATE TH	DESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DI CY PROVISIONS.	
			AUTHO	RIZED REPRESE	NTATIVE		

From:

Doug Bradshaw

Sent:

Monday, June 18, 2018 3:05 PM

To:

Maria Ratcliff

Subject:

RE: Key West Business Guild Headdress Ball at the Amphitheatre

OK from Port

Doug Bradshaw Director Port and Marine Services City of Key West 201 William Street Key West, FL 33040 305-809-3792

From: Maria Ratcliff

Sent: Monday, June 18, 2018 2:53 PM

To: Richard Sarver <rsarver@cityofkeywest-fl.gov>; Tara Stansbury <tstansbury@cityofkeywest-fl.gov>; Steve Torrence <storrence@cityofkeywest-fl.gov>; Donald Lee <dlee@cityofkeywest-fl.gov>; Alan Averette <aaverett@cityofkeywest-fl.gov>; Rogelio Hernandez <rhernandez@cityofkeywest-fl.gov>; Rod Delostrinos <rdelostrinos@cityofkeywest-fl.gov>; Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Jim J. Young <jjyoung@cityofkeywest-fl.gov>; Ralph Major <rmajor@cityofkeywest-fl.gov>

Subject: Key West Business Guild Headdress Ball at the Amphitheatre

Ralph, your email response is good enough. Site map is coming. They will be doing the same thing as last year. Thank you!

Respectfully

From:

Bill Verge < Bv21@comcast.net>

Sent: To:

Monday, June 18, 2018 3:54 PM

10.

Maria Ratcliff

Subject:

Re: Key West Business Guild Headdress Ball at the Amphitheatre

Thanks

Bill Verge, Lt, USCGR (ret)

Executive Director, USCGC INGHAM (WHEC-35) Memorial Museum a 501(c)(3) non-profit veteran operated organization. www.uscgcingham.org 305-395-9554

PLEASE visit our website at www.uscgcingham.org and donate to help us save this historic national landmark!

On Jun 18, 2018, at 3:28 PM, Maria Ratcliff < mratcliff@cityofkeywest-fl.gov > wrote:

<image001.gif>
Good afternoon,

Just wanted to let you know that the above event is going in front of the Commission on Tuesday, July 2^{nd} for approval. This event will take place on Thursday, October 25, 2018 from 8:00 p.m. to 11:00 p.m. Let me know if I can be of any assistance. Thanks!

Respectfully

From:

Sterling Christian <sterling@cackw.com>

Sent:

Monday, June 18, 2018 3:30 PM

To:

Maria Ratcliff

Subject:

RE: Key West Business Guild Headdress Ball at the Amphitheatre

Thank you.

Sterling

Sterling J. Christian Operations Director

The Community Association Company 305 Whitehead Street Key West, FL 33040

305-296-0556 Office 305-293-0251 Facsimile 305-923-1210 Mobile

From: Maria Ratcliff [mailto:mratcliff@cityofkeywest-fl.gov]

Sent: Monday, June 18, 2018 3:29 PM

To: Bill Verge <Bv21@comcast.net>; Sterling Christian <sterling@cackw.com>; Knott, Anthony

<Anthony.Knott@dep.state.fl.us>

Cc: James K. Scholl <jscholl@cityofkeywest-fl.gov>; Greg Veliz <gveliz@cityofkeywest-fl.gov>

Subject: Key West Business Guild Headdress Ball at the Amphitheatre

Good afternoon,

Just wanted to let you know that the above event is going in front of the Commission on Tuesday, July 2^{nd} for approval. This event will take place on Thursday, October 25, 2018 from 8:00 p.m. to 11:00 p.m. Let me know if I can be of any assistance. Thanks!

Respectfully

From:

Knott, Anthony < Anthony.Knott@dep.state.fl.us>

Sent:

Tuesday, June 19, 2018 9:25 AM

To: Cc:

Maria Ratcliff Grim, Andrew

Subject:

RE: Key West Business Guild Headdress Ball at the Amphitheatre

Thanks Maria,

I appreciate you keeping us in the loop.

From: Maria Ratcliff < mratcliff@cityofkeywest-fl.gov>

Sent: Monday, June 18, 2018 3:29 PM

To: Bill Verge <Bv21@comcast.net>; Sterling Christian <sterling@cackw.com>; Knott, Anthony

<Anthony.Knott@dep.state.fl.us>

Cc: James K. Scholl <jscholl@cityofkeywest-fl.gov>; Greg Veliz <gveliz@cityofkeywest-fl.gov>

Subject: Key West Business Guild Headdress Ball at the Amphitheatre

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Respectfully



CITY OF KEY WEST SPE



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Amphitheathe

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Rall Rey West Business

For General Admission fickets on the lawn.

Click Here.

Table Seating as sold on www. KCYStis. GON Business Quild

* keys tix Charted atached

Key West Amphitheater

Site Layout Scale 1" = 60"

TABLE & CRASS + A Seating

EV. 2/18

2018 Headdress Ban