

CITY OF KEY WEST
APPLICATION FOR A SPECIAL EVENT PERMIT

Name of Applicant(s) _____

Address of Applicant(s) _____

Phone Number of Applicant(s) _____ Fax: _____ Email _____

Name of Non-Profit (s) _____

Address of Non-Profit(s) _____

Phone Number of Non-Profit(s) _____

Amount or Percentage of Revenue Non-Profit(s) anticipates receiving _____

Date/Dates of Event _____

Hours of Operation _____

Estimated/anticipated number of persons per day _____

Location of Event _____

Street Closed _____

Detailed description of event _____

Noise exemption required: Yes _____ No _____

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

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge. The applicant(s)/permittee agrees to assume full responsibility and liability for and indemnify and hold the City of Key West harmless from and against all liability, claims for damages, and suits for or by reason of any injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever or in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the city their agents or employees.

Applicants Signature

Date

Financial Statement of the event of the previous year must be submitted with application

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

\$50.00

Date _____

Applicant Name _____

Applicant Address _____

Applicant Phone Number _____

Event Name _____

Event Address/Location _____

Date of Event _____

Nature of Event _____

Profit Non Profit

Time(s) Request for Exemption _____

Number of Exemptions at this location this calendar year _____

Date of last exemption _____

Revised for
Third Reading
11/19/02

ORDINANCE NO. 02-29

AN ORDINANCE OF THE CITY OF KEY WEST, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES ENTITLED "AMUSEMENTS AND ENTERTAINMENT" BY AMENDING ARTICLE II PERTAINING TO SPECIAL EVENTS; AMENDING SECTION 6-26 TO REQUIRE A DOWN PAYMENT ON THE COST OF CITY SERVICES, TO ALLOW FOR 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 provision of additional or extraordinary support services by police, fire, administrative, or other city departments in order to maintain order or safety or to escort participants shall pay to the city the cost of such services. A down payment of ten percent (10%) of the costs, as estimated by the city manager, shall be made to the city either by certified check or credit card at least ten (10) days prior to the event.

(b) The city manager shall establish a cost schedule for additional or extraordinary support services for the events referred to in subsection (a) of this section, which schedule shall be subject to approval of the city commission. The city manager is authorized to provide reasonable terms for time and manner of payment. If the event sponsor fails to pay the full costs at the time determined by the city manager or, if no such deadline is

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

established, then within thirty (30) days after the event the city may impose an interest charge on the amount due at the rate of one and one half percent (1-1/2%) per month.

(c) The city commission may grant special exceptions to this section for cause shown upon the public record.

(d) The first ~~\$500.00~~ \$1,000.00 of costs as specified in subsection (a) of this section may be waived for any organizer or sponsor which has qualified as a tax-exempt nonprofit organization according to state or federal law. Acceptance of this waiver by such sponsor shall render the event a public accommodation subject to the human rights provision of the section 38-225.

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

Section 2. That section 6-27 is hereby added to the Code of Ordinances as follows:

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 person or business entity.

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

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

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 percentage of the revenues of a special event that causes the closing of a city street must be donated to the nonprofit organization and, at the sponsor's option, to additional charities. On the application form issued by the city manager, the nonprofit must state the amount or percentage of revenues it anticipates to receive from the special event.~~ When a sponsor proposes a special event that will cause the closing of a city street or other public right-of-way, the sponsor must donate at least twenty-five percent (25%) of the sponsor's gross revenues or \$1,000.00, whichever is greater, to at least one nonprofit organization. The sponsor must designate the nonprofit organization(s) on the application for the event. Each named nonprofit organization must provide the city manager with a letter of assent.

Section 5. That section 6-58 of the Code of Ordinances is hereby amended as follows:

Sec. 6-58. Major festival.

(a) A major festival is a special event of regional impact. Major festivals are: ~~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 with physical disability.

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

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

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

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

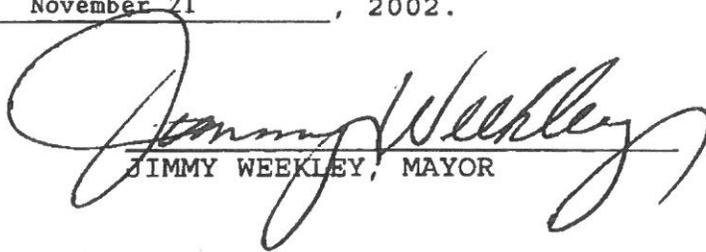
Read and passed on first reading at a regular meeting held this 16th day of October, 2002.

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

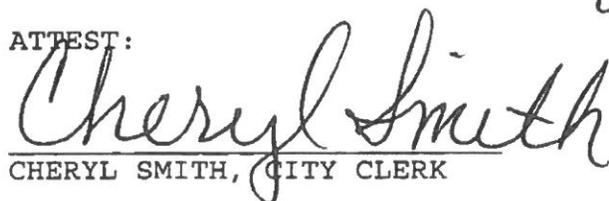
Read and passed on final reading at a regular meeting held this 19th day of November, 2002.

Authenticated by the presiding officer and Clerk of the Commission on 21st day of November, 2002.

Filed with the Clerk November 21, 2002.


JIMMY WEEKLEY, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041-1409
WWW.KEYWESTCITY.COM

MEMORANDUM

TO: Mayor & Members of the City Commission

FROM: Robert Tischengel RT
City Attorney

DATE: October 17, 2002

RE: Special Events Ordinance
Second Reading

The following are the changes made to the Special Events Ordinance for second reading:

- Section 6-26. The requirement of certified check or credit card applies only to the down payment.
- Section 6-27. The requirement of payment for parking meters has been removed altogether. In its place is a new section concerning food and beverage booths, and a prohibition against their placement in front of or near restaurants and bars.
- Section 6-56. The contact person's telephone number is now required.
- Section 6-57. Each nonprofit organization named by a sponsor in the application must provide a letter of assent to the City Manager.
- The effective date of the ordinance is January 1, 2003.

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

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: _____ Phone number: _____

- 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: _____

- 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: _____

- Capacity of containers on grounds: _____
Contact person for containers: _____ Phone #: _____

- Order signs to inform customers of recycling. Signs are needed for point-of-purchase locations and recycling containers.

- Acquire liner bags for the recycling containers to be placed on the grounds. Ensure that the capacity of the bags is equal to or greater than that of the recycling containers on the grounds.

- Arrange for emptying of recycling containers during the event – from the containers on the grounds to the large container.
Arrangements made: _____

- Arrange for pick-up of the recyclables. The agency providing containers will often take the materials for recycling. In other cases, arrange for the materials to be taken to a recycling facility.
Arrangements made: _____

- Meet with vendors and tell them to ask customers to recycle the appropriate materials. Make sure vendors know what will be recycled. Inform them that signs will be posted in their areas.

- Oversee the delivery of containers and placement of signs.

- Place recycling containers next to trash cans on the grounds and insert liner bags. All recycling

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

- 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*



THE CITY OF KEY WEST

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

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

**INSTRUCTIONS FOR COMPLETING
DBPR ABT- 6003
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO
APPLICATION FOR ONE/TWO/THREE DAY PERMIT OR SPECIAL SALES LICENSE**

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application to your local district office at least seven (7) days prior to the first date of the event to insure the permit is issued by the event date. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.

http://www.myfloridalicense.com/dbpr/abt/district_offices/licensing.html

This application is used for obtaining a One, Two, Three Day Permit to sell alcoholic beverages for consumption on the reported premises only.

A special sales license may also be obtained by the use of this application for the sale of alcoholic beverages for a period of up to three days. This license does not permit the sale of alcoholic beverages for consumption on the premises and only allows package sales in the manufacturer's original sealed containers.

GENERAL INSTRUCTIONS

Submitting Your Application

The Division of Alcoholic Beverages and Tobacco, Bureau of Licensing, accepts applications for one, two, and three day events and special sales licenses. Please complete all required information. All questions must be answered fully and truthfully. You must provide an original application and supporting documentation that may be required by the local authorities. All signatures must be original.

Contact Person

All communications regarding your application will be sent to the applicant at the mailing or email address provided. However, if you would like for us to communicate with someone other than the applicant regarding your application, please provide the name and contact information for that person in the "Permit or License Information" section. Your named contact person will be permitted to make changes to the application paperwork on your behalf and we will communicate directly with them regarding any application issues or deficiencies. You will not be copied by the division with the correspondence.

APPLICATION REQUIREMENTS AND INSTRUCTIONS FOR COMPLETING THIS APPLICATION

Florida Law for One/Two/Three Day Permit

Per Florida Statute 561.422, upon the filing of an application and payment of a fee of **\$25 per permit**, the division may issue a permit authorizing a bona-fide non-profit civic organization to sell alcoholic beverages for consumption on premises only for a period not to exceed 3 days for a single event, subject to any state law or municipal or county ordinance regulating the time for selling such beverages. Any such civic organization may be issued only three such permits per calendar year except in those counties or cities with special acts governing the number of permits allowed. Any bona-fide non-profit civic organization permitted under this section may purchase alcoholic beverages from a distributor or vendor licensed under the beverage law. The applicable statute can be found at: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0500-0599/0561/Sections/0561.422.html

The following cities have special acts which permit the issuance of more than three permits per calendar year if the event is held in a specific geographical area:

City of St. Petersburg; City of Tallahassee; City of Leesburg; City of Eustis; City of Tavares; City of Mount Dora; City of Clearwater. The special acts may be viewed at:

<http://www.myfloridalicense.com/dbpr/abt/documents/ODP-SpecialActsallowingmorethan3permits.doc>

All sections of the application must be completed except the section titled Affidavit for Special Sales License.

Registration of Legal Entity or Proof of Non-Profit Status

All corporations, domestic or foreign and limited liability companies seeking this permit are required to be registered with the Florida Secretary of State, Division of Corporations, as "non-profit" and the status of the

registered entity must be "active." Organizations NOT incorporated must submit one of the following: a letter outlining the purpose and the goals of the event and who will benefit from the event's profits; organization's National, State, or Local charter; organization's by-laws, 501(c)3 registration, or Minutes of Meeting. If you have not already registered, you will need to contact the Department of State at (850) 488-9000 or www.sunbiz.org for further information. Your application will be considered incomplete without this active registration or proof of non-profit status.

Sales Tax Certification to be completed by the Florida Department of Revenue. Please take this application form to the **Department of Revenue** for their approval. The address for the office serving your area of interest can be found at <http://www.myfloridalicense.com/dbpr/abt/forms/documents/abtdistrictofficelist.pdf>. Applications must be submitted within **90 days** of receiving this approval.

Zoning Approval

This section only applies to applications for a One, Two, Three Day Permit. The city or county zoning authority in which the event or special sale will be held executes zoning approval. Please check with your local authority for their requirements. The address for the zoning office serving your area of interest can be found at <http://www.myfloridalicense.com/dbpr/abt/forms/documents/abtdistrictofficelist.pdf>. Applications must be submitted within **180 days** of receiving this approval.

Sketch of Premises

A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. Include any outside areas where alcoholic beverages will be sold, consumed, or served. **Due to the difficulty of scanning, no blueprints are accepted.** When the event of the non profit organization is being held at a location that is already licensed for the sale of alcoholic beverages, a sketch of the entire premises **must** be submitted. If the event does not include the entire premises, the sketch must identify the area of the licensed premises where the event is to be held and must be a separate room or enclosure. The attestation included with this application must have the original signature of the permanent license holder and must be submitted by the non-profit group as part of the completed application.

Affidavit of Applicant for One, Two, Three Day Permit

Read and sign in the presence of a notary. The affidavit must be signed by an officer of the Non-Profit Civic Organization; or in the case of a church, synagogue, school, or fraternity/sorority, the signature of an authorized representative of the church, synagogue, school, or fraternity/sorority.

There are several important points you should be aware of:

1. The legal drinking age is 21. Please ensure that no one under 21 years of age is served an alcoholic beverage or allowed to consume alcoholic beverages.
2. The purpose of this permit is to provide your *non-profit organization* with a permit to sell alcoholic beverages to generate funds for your civic or charitable cause.
3. **Your organization, as the permit holder, is the ONLY entity that may receive any of the profits from the sale of alcoholic beverages on this permit. You must have responsible members of your organization at the alcoholic beverage sales location at all times. Your event CANNOT involve the SHARING OF ANY PROFITS OR RECEIPTS, or a "DONATION" to your cause if you obtain a temporary permit. Participation in this practice subjects your organization to jeopardy and denial of future alcoholic beverage permits.**
4. All records of alcoholic beverage purchases and sales must be retained for examination by the Division of Alcoholic Beverages and Tobacco personnel.
5. No One, Two, Three Day Permit will be issued to any organization in connection with any type of gambling activity, i.e. Casino Night, Las Vegas Night, Monte Carlo Night, etc.
6. **If your event is cancelled due to acts of nature, and you plan to reschedule, you need to notify the division within 14 days of the cancellation so that you will be eligible for re-issuance of the permit at no fee to you.**
7. **The Division of Alcoholic Beverages and Tobacco will issue One, Two, Three Day Permits to College fraternities and sororities only when the following conditions are met:**
 - a) The permit is being requested for an event that clearly has a designated charitable or civic

- purpose, such as a charity fundraiser.
- b) The Division must have written approval for the holding of such event from a designated school official with responsibility over fraternity or sorority activities, such as the organization's advisor, or the director of student activities or his/her designee.
 - c) The Division must receive a specific written outline from the fraternity or sorority as to where the event will be held, how entry into the event will be controlled so as to prevent the attendance of minors, and how control of the event will be maintained by the fraternity or sorority to prevent such matters as excess consumption, improper distribution of alcoholic beverages and the like.

Florida Law for Special Sales License

Florida Statute 561.20(12)(a), upon the filing of an application and payment of a fee of \$25 per permit, the division may issue a license authorizing the sale of alcoholic beverages in sealed containers only, for a period not to exceed 3 days. This license is issued only for the purpose of authorizing a sale pursuant to: levy and execution; bankruptcy sale; a sale by an insurance company in possession of alcoholic beverages; a sale resulting from a license suspension or revocation; a sale of damaged goods by a common carrier; a sale by a bona fide wine collector; or a sale pursuant to part V of chapter 679

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0679/0679PartVContentsIndex.html&StatuteYear=2012&Title=%2D%3E2012%2D%3EChapter%20679%2D%3EPart%20V.

Registration of Legal Entity

All corporations, domestic or foreign; general partnerships; limited liability companies; limited liability partnerships; and limited partnerships are required to be registered with the Florida Department of State, Division of Corporations. If you have not already registered, you will need to contact the Department of State at (850) 488-9000 or www.sunbiz.org for further information. Your application will be considered incomplete without this active registration.

Sales Tax Certification to be completed by the Florida Department of Revenue. Please take this application form to the **Department of Revenue** for their approval. The address for the office serving your area of interest can be found at <http://www.myfloridalicense.com/dbpr/abt/forms/documents/abtdistrictofficelist.pdf>. Applications must be submitted within **90 days** of receiving this approval.

Affidavit of Applicant for Special Sales License

Read and sign in the presence of a notary. The affidavit must be signed by the individual applicant, each partner of a general partnership, a general partner of a general partnership of a limited partnership, a managing member, manager, or officer of a limited liability company, each partner of a limited liability partnership, or one of the officers of a corporate applicant. All signatures must be original.

APPLICATION CHECKLIST

TRANSACTION	APPLICATION REQUIREMENTS
One/Two/Three Day Permit	<ul style="list-style-type: none"> <input type="checkbox"/> Complete DBPR ABT-6003 Division of Alcoholic Beverages and Tobacco Application for One/Two/Three Day Permit or Special Sales License. You may apply for multiple event dates. <input type="checkbox"/> Pay \$25 fee for each event (make check payable to the Division of Alcoholic Beverages and Tobacco). <input type="checkbox"/> College fraternities and sororities must meet certain conditions which are outlined in the application instructions and requirements.
Special Sales License	<ul style="list-style-type: none"> <input type="checkbox"/> Complete DBPR ABT-6003 Division of Alcoholic Beverages and Tobacco Application for One/Two/Three Day Permits or Special Sales License. <input type="checkbox"/> Pay \$25 fee (make check payable to the Division of Alcoholic Beverages and Tobacco).

**DBPR ABT-6003 – Division of Alcoholic Beverages and Tobacco
Application for One/Two/Three Day Permit or Special Sales License**

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DBPR Form
ABT- 6003
Revised 08/2013**

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application to your local district office at least (7) days prior to the first date of the event to insure the permit is issued by the event date. This application may be submitted by mail, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's page of the DBPR web site at the link provided below.

http://www.myfloridalicense.com/dbpr/abt/district_offices/licensing.html

SECTION 1 -- CHECK TRANSACTION REQUESTED	
Transaction Type:	
<input type="checkbox"/> One/Two/Three Day Permit	<input type="checkbox"/> Special Sales License

SECTION 2 – PERMIT or LICENSE INFORMATION				
If the applicant is a corporation or other legal entity, enter the name and the document number as registered with the Florida Department of State Division of Corporations on the line below.				
FEIN Number	Business Telephone Number	E-Mail Address (Optional)		
Full Name of Applicant(s): (This is the name the permit or license will be issued in)				Department of State Document #
Business Name (D/B/A) or Name of Event				
Location of Event (Street and Number)				
City	County	State FL	Zip Code	
Mailing Address (Street or P.O. Box)				
City			State	Zip Code
Contact Person - This section is optional, see application instructions for details				
Contact Person		Telephone Number ext.		
Email Address (Optional)				
Mailing Address (Street or P.O. Box)				
City			State	Zip Code
Date(s) Permit Desired				

ABT District Office Received Date Stamp
--

**SECTION 3 – SALES TAX
TO BE COMPLETED BY THE DEPARTMENT OF REVENUE**

Full Name of Applicant Organization

The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax and has agreed to pay any applicable taxes due.

Signed _____ Date _____

Title _____

Department of Revenue Stamp:

**SECTION 4 - ZONING
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING THE EVENT LOCATION**

Location of Event (Street and Number)

City

County

The location complies with zoning requirements for the temporary sale of alcoholic beverages pursuant to this application for a One/Two/Three Day Permit.

Signed _____ Date _____

Title _____

Note: College fraternities and sororities must meet certain additional conditions which can be found in the application instructions and requirements.

**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.



**SECTION 6 - AFFIDAVIT OF APPLICANT
FOR NON-PROFIT CIVIC ORGANIZATION ALCOHOLIC BEVERAGE PERMIT**

NOTARIZATION REQUIRED

Full Name of Applicant Organization

"This is to certify that the applicant requesting the permit in the above and foregoing application is a non-profit civic organization and that the permit, if used, will be used only by the organization making application, on the date(s) requested and at the location stated. By acceptance of this permit, we agree that the applicant organization, as the permit holder, is the ONLY entity that will receive any of the profits from the sale of alcoholic beverages on this permit. This is to further certify that the applicant organization has not received more than three (3) permits within the calendar year, unless otherwise authorized by law, and acknowledge that the location may be inspected and searched during the time that the permit is issued and business is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for purposes of determining compliance with the alcoholic beverage laws.

I, the undersigned individual, hereby swear or affirm that I am an officer or authorized representative and am duly authorized to make the above and foregoing statements on behalf of the applicant organization. Furthermore, I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45, and 837.06, Florida Statutes, that the foregoing information is true to the best of my knowledge."

STATE OF _____

COUNTY OF _____

APPLICANT/ AUTHORIZED REPRESENTATIVE NAME

APPLICANT/ AUTHORIZED REPRESENTATIVE SIGNATURE

The foregoing was () Sworn to and Subscribed before me this _____ Day

of _____, 20_____, By _____ who is () personally known to me
(print name(s) of person making statement)

OR () who produced _____ as identification.

Commission Expires: _____

Notary Public

**SECTION 7 - AFFIDAVIT OF APPLICANT
FOR SPECIAL SALES LICENSE**

NOTARIZATION REQUIRED

Full Name of Applicant Organization

"I, the undersigned individual, or if a corporation, its authorized representative, hereby swear or affirm that I am duly authorized to make the above and foregoing application for a special sales license which authorizes the sale of alcoholic beverages for period of up to three (3) days. I understand this license does not permit the sale of alcoholic beverages for consumption on the premises and only allows package sales in sealed containers and acknowledge that the location may be inspected and searched during the hours that the special sale is being conducted without a search warrant by authorized agents or employees of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for purposes of determining compliance with the beverages laws.

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45, and 837.06, that the foregoing information is true to the best of my knowledge and that no other person or entity except as indicated herein has an interest in the special sales license and that all of the above listed persons or entities meet the qualifications necessary to hold this special sales license."

STATE OF _____

COUNTY OF _____

APPLICANT/ AUTHORIZED REPRESENTATIVE NAME

APPLICANT/ AUTHORIZED REPRESENTATIVE SIGNATURE

The foregoing was () Sworn to and Subscribed before me this _____ Day

of _____, 20_____, By _____ who is () personally known to me
(print name(s) of person making statement)

OR () who produced _____ as identification.

Commission Expires: _____

Notary Public

ATTESTATION

This form is to be completed by the alcoholic beverage license holder **ONLY** when the event of the non profit organization is being held at a location that is licensed by the Division of Alcoholic Beverages & Tobacco for the sale of alcoholic beverages.

Note: This attestation must have the original signature of the alcoholic beverage license holder (only persons on file with the division may sign) and must be submitted by the non-profit group along with the application for the One/Two/Three Day Permit.

Licensee:		
Business Name (DBA):		
License #:	Series of Permanent License: Type:	
Contact Person	Telephone Number	ext.
E-Mail Address (Optional)		
Name of Non-Profit Group:		
Date(s) of Event		

IMPORTANT

A One/Two/Three Day permit is being requested for an event to be held on your licensed premises. During the event, no sales or service of alcoholic beverages may be made under your alcoholic beverage license in the area identified for use by the non-profit organization. Failure to comply will result in administrative charges being filed against your license.

Signature of Licensee: _____

Date: _____

9:28:53 AM 4/27/2015

ONE-TWO-THREE DAY PERMIT (ODP, SODP)

This license category allows a bona-fide non-profit civic organization to sell alcoholic beverages for consumption on premises for a period not to exceed 3 days for a single event. These organizations are limited to 3 permits per calendar year with the exception of small areas in Leon County, Pinellas County and Lake County which are allowed to have an additional 15 permits per calendar year.

Application Requirements:

- **DISCLAIMER:** Applicants may be required to provide some or all of the following (any additional requirements are listed in the form instructions):
- **FEE:** Pay \$25 fee.
- **APPLICATION:** Complete form DBPR ABT-6003 by clicking on "Printable Application" at the bottom of this page (detailed instructions included). If you already have a copy of the detailed instructions, you may prefer to obtain the form without the instructions in [ABT-6003 PDF](#) or [ABT-6003 Word](#) format.
- **ZONING:** Submit Zoning approval, if applicable.
- **DOR:** Obtain and submit Department of Revenue clearance.
- **REGISTRATION/NON-PROFIT PROOF:** Submit Corporate Registration or proof of non-profit status.
- **SUBMIT APPLICATION:** Submit your application to one of our [district offices](#) by mail, hand delivery or contact the local office to make an appointment.

Application Currently Unavailable Using Online Services

[Apply Using a Printable Application](#)

[1940 North Monroe Street, Tallahassee FL 32399](#) :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

ATTACHMENT A

LICENSE FOR USE OF CITY OF KEY WEST OWNED PROPERTY

LICENSE NUMBER

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

1. PROPERTY LOCATION
KEY WEST, FLORIDA

2. DATES COVERED

FROM: TO:

3. DESCRIPTION OF PROPERTY (INCLUDE ROOM AND BUILDING NUMBERS WHERE APPROPRIATE)

TRUMAN WATERFRONT PROPERTY

4. PURPOSE OF LICENSE

5. LICENSOR

CITY OF KEY WEST

5a. CITY REPRESENTATIVE (TITLE AND ADDRESS)

DOUG BRADSHAW, PORT PROJECT MANAGER, P.O. BOX 6434, KEY WEST, FL 33041-6434, (305) 809-3792

6. LICENSEE (NAME AND ADDRESS)

6a. LICENSEE REPRESENTATIVE (NAME/ADDRESS/PHONE)

7. REFUNDABLE DEPOSIT FOR USE OF PROPERTY (PAYABLE IN ADVANCE)
(IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 7a "AMOUNT")

a. AMOUNT	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (MAILING ADDRESS)
One time payment	Submitted with License	Submitted with License	Port office at P.O Box 6434, Key West, FL 33041-6434

8. ADDITIONAL CHARGES FOR USE OF PROPERTY
(IF NO CASH PAYMENT IS REQUIRED, ENTER "NONE" UNDER ITEM 8a "AMOUNT")

a. AMOUNT (EACH PAYMENT)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. TO (MAILING ADDRESS)
			Port office at P.O Box 6434, Key West, FL 33041-6434

9. INSURANCE REQUIRED AT EXPENSE OF LICENSE
(IF ANY OR ALL INSURANCE REQUIREMENTS HAVE BEEN WAIVED, ENTER "NONE" IN a, b, c, OR d AS APPROPRIATE)

TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
a. FIRE AND EXTENDED COVERAGE	SEE ITEM #10	c. THIRD PARTY PERSONAL INJURY PER PERSON	SEE ITEM#10
b. THIRD PARTY PROPERTY DAMAGE	SEE ITEM#10	d. THIRD PARTY PERSONAL INJURY PER ACCIDENT	SEE ITEM #10

10. GENERAL CONDITIONS (SEE ATTACHED)

Licensee shall carry (A.) COMPREHENSIVE AUTOMOBILE INSURANCE AND VEHICLE LIABILITY INSURANCE FOR OWNED AND NON-OWNED VEHICLES COVERING CLAIMS FOR INJURIES TO MEMBERS OF THE PUBLIC AND/OR DAMAGES TO PROPERTY OF OTHERS ARISING FROM USE OF MOTOR VEHICLES INCLUDING ONSITE AND OFFSITE OPERATION WITH LIMITS OF ONE MILLION DOLLARS EACH OCCURRENCE AND THREE MILLION DOLLARS ANNUAL AGGREGATE. (B.) COMMERCIAL GENERAL LIABILITY COVERAGE IN THE AMOUNT OF 1 MILLION DOLLARS/OCCURRENCE AND 2 MILLION DOLLARS ANNUAL AGGREGATE FOR THE TERM OF THE LICENSE. LICENSE IS FURTHER SUBJECT TO THE PROVISIONS IN ATTACHMENT B AND C.

II. EXECUTION OF LICENSE

FOR	BY		DATE
	NAME AND TITLE	SIGNATURE	
CITY OF KEY WEST	MR. JIM SCHOLL, CITY MANAGER		
LICENSEE			

IF LICENSEE IS A CORPORATION, ATTACH CERTIFICATION OF SIGNATURE.

ATTACHMENT B: GENERAL CONDITIONS

- a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in item 3, together with the necessary rights of ingress and egress.
- b. This License shall be effective for the period stated in item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.
- c. The use shall be limited to the purposes specified herein. Licensor does not warrant or represent that the property is safe or suitable for the purpose for which Licensee intends to use it, and Licensee assumes all risks in its use.
- d. This License shall be neither assignable nor transferable by the Licensee.
- e. If utilities and services are furnished to the Licensee during License period, the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.
- f. The Licensee, at its own cost and expense shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share on demand.
- g. No additions to, or alterations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License.
- h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required for the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to City of Key West property shall name the Licensee and the City of Key West, as the insured and shall contain a loss payable clause reading substantially as follows: "Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the City of Key West and the proceeds shall be payable to the City of Key West". In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the City of Key West for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement,

Initials of Applicant _____

- which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the City of Key West on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.
- i. The Licensee shall indemnify and save harmless the City of Key West, its officers, agents, servants and employees from all liability or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from the use of the premises by the Licensee, and shall furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows: "The insurer waives any right of subrogation against the City of Key West which might arise by reason of any payment made under this policy." This indemnity shall survive the expiration of this License.
 - j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.
 - k. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the City of Key West the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.
 - l. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin, sex, disability, ancestry, sexual orientation, gender identity or expression, marital status, parental status or source of income. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except Subcontracts for standard commercial supplies or raw materials.
 - m. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.
 - n. The laws of the State of Florida shall govern the validity of this license agreement, interpretation, performance, and any other claims related to it. The venue for any and all claims or legal actions will be Monroe County, Florida.

Initials of Applicant _____

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

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

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

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



**KEY WEST FIRE DEPARTMENT
FIRE MARSHAL'S OFFICE**

Please Check All That Apply To This Event

Cooking

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

Electrical Power

- Generator
- 110 AC with Extension Cords
- DC Power

Road Closure

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

Tents (More Than 200 SqFt.)

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

Food Booths

- Food Booths – Total # _____
- Vendor Booths – Total # _____
- Total Number of Booths - _____

Parade

- Floats – Total # _____

Event Name: _____

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

X	TITLE	COMMENTS
	Special Event Application	
	Noise Exemption (If applicable)	
	\$50.00 for Noise	
	Ordinance initialed	
	Recycling checklist completed	
	Recycling deposit \$1,000.00	
	Recycling Plan	
	Authorization Letter for continuous cleaning of recycled area	
	Signatures of No Objection of Street closure (If applicable)	
	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)	
	Letter from non profit that states they will be receiving the funds	