DOCUMENT ROUTING FORM	The plich of the man 1/11/13	\mathbb{C}
NAME OF DOCUMENT: Event Agreements with the City of Fort L Winter Wonderland; 2) Vibe New Year's Party; Las Olas Gourmet Mar Biggest Loser 5K Run; 5) Coral Ridge Association Holiday Party; 6) Festival; 8) Yogafest 2013; 9: Savelogy/My: Wish: 4-9-51610K; and N Parade Event.		
Approved Comm. Mtg. on December 4, 2012 CAM# 12-2513	12 DEC 20 PH 4:02	
ITEM: M-01 PH O CR -		
Routing Origin: CAO ENG. COMM. DEV. OTHER		
Also attached: Copy of CAR Copy of document ACM	Form 🔲 # originals	
By:forwarded to:		
	Capital Improvements defined as having a life	
1.) Approved as to Content: Department Director	of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property"	
Please Check the proper box: CIP FUNDED YES NO Capital Improvement Projects	include: land, real estate, realty, real.	
2.) Approved as to Funds Available: by Finance Director	Date:	
Amount Required by Contract/Agreement \$ Fu	undina Source:	
Dept./Div Index/Sub-object		
3.) City Attorney's Office: Approved as to Form:# Originals to	City Mgr. By:	
Harry A. Stewart Cole Copertino X Robert B.	Dunckel	
Ginger Wald D'Wayne Spence Paul G. Ba		
Carrie Sarver DJ Williams-Persad		
Approved as to content: Assistant City Manager: By: By: Stanley Hawthorne, Assistant City Manager Susanne Torriente,	2017 DE	
By: By: Stanley Hawthorne, Assistant City Manager Susanne Torriente,	Assistant City Manager	
5.) Acting City Manager: Please sign as indicated and forward :#	_originals to Mayor.	
6.) Mayor: Please sign as indicated and forward :# originals to	Clerk.	
7.) To City Clerk for attestation and City seal.		
INSTRUCTIONS TO CLERK'S OFF		
8.) City Clerk: retains one original document and forwardsorigin	nal documents to	
Copy of document to Original Rout	te form to	
Attach certified copies of Reso. # Fill-in date		

CITY OF FORT LAUDERDALE

OUTDOOR EVENT AGREEMENT

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, referred to hereinafter as "City",

and

MAHASHAKTI FOUNDATION, INC., a non - profit corporation operating under the laws of Florida, whose principal place of business is 610 Heron Drive, Delray Beach, Florida 33444 and who is referred to hereinafter as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold an outdoor event and has submitted an application pursuant to the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the Applicant is willing to obtain the requisite insurance, and is willing to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event; and

WHEREAS, on December 4, 2012, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

The foregoing recitals are true and correct, and:

1. Effective Date.

The Effective Date of this Agreement is the date upon which City Commission approval is granted.

2. Outdoor Event.

The Applicant is permitted to operate or sponsor the "YOGAFEST 2013" (referred to hereinafter as the "Event") outdoors only at the location(s) and time(s) set forth in the attached Outdoor Event Agreement Schedule One, which is attached hereto and made a part hereof.

3. General Requirements.

- (1) If the Event includes use of fireworks, in advance of the Event the Applicant shall obtain a fireworks permit from the City's Fire Department. The Applicant shall comply with all applicable state laws regarding the use of fireworks.
- (2) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City's Department of Sustainable Development.
- (3) The Applicant shall coordinate with the City's Department of Sustainable Development who will schedule appropriate City staff to conduct electrical inspections of all electrical facilities whether power is supplied by local utilities or is self-provided by generator systems. The Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (4) If the Event includes the sale or distribution of any food or beverages, the Applicant shall comply with all applicable state, county and City health code requirements.
- (5) If the Event includes use of tents, awnings, or canopies, in advance of the Event the Applicant shall submit current flameproof certificates to the City's Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (6) In advance of the Event the Applicant shall submit a written plan to the City police department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the police department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.
- (7) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.
- (8) Unless the Applicant meets the requirements for exception found in Section 15-184 of the Code of Ordinances of the City of Fort Lauderdale, Florida, in advance of the Event the Applicant shall provide a certificate of insurance satisfactory to the City's Risk Manager. The certificate shall show that the

Applicant has obtained comprehensive general liability insurance with a policy limit of not less than one million dollars (\$1,000,000.00) combined single limit coverage, which shall include property damage, bodily injury, and death. The "City of Fort Lauderdale" shall be named as an additional insured. If the Event includes the dispensing, serving, sale, or distribution of any alcoholic beverage, the Applicant shall in addition provide liquor liability insurance with a policy limit of not less than of five hundred thousand dollars (\$500,000.00). The Applicant shall not hold or sponsor the Event until the City's Risk Manager has provided written approval of the Applicant's certificate of insurance or insurance policy.

- (9) The Applicant shall indemnify and hold harmless the city for any damage to person or property that occurs during or as a result of the operation of the Event.
- (10) In advance of the Event the Applicant shall submit a written plan to the City's Parks and Recreation Department that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's Parks and Recreation Department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (11) The sale, possession, or consumption of any alcoholic beverage at the Event is subject to approval by the City Commission in accordance with Section 15-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4. Restoration of public property.

If the Event includes use of public property the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

5. Reimbursement of expenses.

Should the City incur expenses as a result of the Event the City shall provide the Applicant with an invoice of expenses. Within fourteen days of the Applicant's receipt of any invoice the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the Director of the City's Parks and Recreation Department. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

6. Authority of the City of Fort Lauderdale City Manager.

The City of Fort Lauderdale City Manager and his designee, the Director of the City of Fort Lauderdale Parks and Recreation Department (referred to hereinafter as "the Director") shall have the authority to suspend all or any part of the Event when the City Manager or the Director determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager also reserves the right to immediately revoke permission and to suspend or terminate the event or any portion of it if any of the elements of the agreement are violated.

7. Compliance with laws.

- (1) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.
- (2) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.
- (3) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar

organization that may require written permission and payment of a fee for use of protected material

8. Transfer of Rights.

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

9. Venue.

Venue to enforce the provisions of this agreement shall be Broward County, Florida.

10. Incorporation.

This Outdoor Event Agreement, together with the attached Schedule One constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this the $\underline{74}$ day of $\underline{400}$, 2013.

WITNESSES:

•

[Witness print/type name]

[Witness print/type name]

CITY OF FORT LAUDERDALE

Mayor Mayor

City Manager

ATTEST:

sh ULO O City Clerk

Approved as to form: Assistant City Attorney

WITNESSES:

NIX ON Barthelen y [Witness print/type name]

[Witness print/type name]

MAHASHAKTI FOUNDATION, INC.

KEITH S. FOX, PRESIDENT [Print/type name and title]

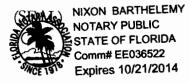
ATTEST:

(CORPORATE SEAL)

Secretary

STATE OF FLORIDA: COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \underline{S} day of $\underline{DECEMBER}$, 2012, by KEITH S. FOX, as PRESIDENT of MAHASHAKTI FOUNDATION, INC. He/She is personally known to me or has produced \underline{DTVEr} (LENSE as identification.



Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

NIXON Barthelemi Name of Notary Typed, Printed or Stamped

My Commission Expires: 10

10/21/2014

Commission Number

L:\AGMTS\events\2012\December 4th\YogaFest.wpd

Memorandum

To: Harry Stewart, City Attorney

From: Jeff Meehan, Outdoor Event Coordinator

Date: October 17, 2012

Re: Request for Event Agreement

<u>Yogafest</u> above named event. Attached to this memo is the application, proof of corporate identification and Schedule 1, which should be attached to the agreement as an exhibit. In addition, the following City Departments have reviewed and approved the plans:

City Police Department has reviewed the application and requires/does not require the applicant to pay for security personnel for crowd control and traffic direction purposes.

City Fire Department has reviewed the application and approved the proposed safety staffing plan (contingent upon compliance with the Florida Fire Prevention Code and passing any required inspections).

City Risk Manager has reviewed and approved the Certificate of Insurance. Comprehensive general liability insurance, one million dollars (\$1,000,000). Iliquor liability insurance, five hundred thousand dollars (\$500,000).

____ City Building Department has reviewed and approved the proposed use of temporary structures and electrical facilities.

City Parks and Recreation Department has reviewed and approved the proposed set-up, clean-up plan.

____ Other City Department: $\mathcal{A} \leftarrow \mathcal{T}$ has reviewed and approved the proposed plan.

Please contact me at (954) 828-6075 if you have any questions. Thank you.

CITY OF FORT LAUDERDALE OUTDOOR EVENT APPLICATION



\$100 Fee must accompany application

Application in up to all lied out completely. In DARK Ink ortype/and submitted at least 90 taxes are enclosed by the contract of the second submitted at least 90

The application will be reviewed by our administrative staff to determine the following criteria:

- 1. Facility requested
- 2. Compliance with City ordinances
- 3. Special permits required
- Charges your organization will incur when City assistance and/or services are required
- 5. Security requirements

Before receiving final approval from the City Commission, the applicant (and production company, if applicable) must furnish the City of Fort Lauderdale with an original certificate of liability insurance in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager. *The insurance must name the City of Fort Lauderdale as an additional insured.* If alcohol is being served at the event, a certificate of liquor liability insurance in the amount of \$500,000 naming the City as additionally insured must also be provided.

PART I: EVENT RÉQUEST

Event name: YogaFest 2013

Purpose of event: _______ Fundraiser for MahaShakti Foundation – to bring Yoga and Meditation to Those in Need.....Sharing Yoga with the entire South Florida community

Requested location: 10S New River Dr E, FT Lauderdale FL, 33301 & Huizenga Plaza

Requested dates and	time of event (I	NOT inc	luding set up and	d tear down)
DATE	DAY		BEGIN	END
EVENT DAY 1: 4/20/13	<u>Sat</u>	10:00	AM/PM 10:00	_am/ <u>pm</u>
EVENT DAY 2:	···		AM/P	MAM/PM
EVENT DAY 3:			AM/P	MAM/PM
Set up for event will begin on:	4/20/12	at	9 2 m	
Set up for event will begin on.		at _	<u> </u>	
Break down will be completed by:	4/20/13	3	at <u>12pr</u>	<u>n</u> .
	Date		Time	

Will your event require road closings? <u>X</u>Yes <u>No</u>

1

If yes, list requested streets and times in **detail**: ______ As above_____

****PLEASE NOTE***** You are required to secure barricades and/or directional traffic signs for road closings. Please attach a layout of your traffic plan, including the placement and number of barricades, signs, directional arrows, cones, and message boards, as well as the name of the company you will be using. Your traffic plan must be approved by the Police Dept. who may terminate any event taking place without the proper use of barricades.

Will your road closings affect access to parking spaces or parking lots? _____Yes ___X_No

****PLEASE NOTE***** According to City policy, all road closings which result in loss of revenue from inaccessible parking spaces, will be billed to the event organizer and must be paid in full before the event will be allowed to take place. For additional details regarding this charge, please call Keela Black at 828-3794.

Has this event been held in the past? X Yes No

If yes, please list past dates and locations: <u>11.11.11 & 11.12.11 International Polo Club</u> Palm Beach and 4.22.10 Miami Beach Botanical Garden

PART II: APPLICANT

Organization name: MahaShakti Foundation Inc.

(as it appears in articles of incorporation)

Address: 610 Heron Dr.

City, State, Zip Code: ______ Delray Beach FL 33444 ______

Phone: 704-756-9245 Fax:_____

Non Profit Organization? <u>x</u>Yes No Tax ID #:27-2753112

Corporation name: same

Date of incorporation: <u>5/2010</u> State incorporated in: FL_____

Federal ID # 27-2753112

Two authorizing officials for the organization:

President: Keith Fox Phone: 561-703-1236

Secretary: Kelly Brookbank Phone: 704-756-9245

Event Coordinator: John Conlon

Title: <u>General manager of DTS</u> Phone: <u>9544639800</u> (cell)

E-mail address: <u>dtsaloon@bellsouth.net</u> Fax: _____

Additional contact Person:			
Title:	Phone:	Cell:	
E-mail address:		Fax:	
Event production company (i	f other than applicant):	Jose Sąlano/Amazing L	ogistics
Address:	City, State,	Zip:	
Contact person:		Title:	
Phone: (day)305-46	<u> 9-7204</u> (night)	(cell)	
E-mail address:		(fax)	
PART III: EVENT INFORM			
Detailed event description:			
Yoga, Meditation, Shopping,	Music, etc. for everyone		
· · ·			
Are you planning to charge a If yes, how much? \$		<u>X</u> Yes	No
Are you requesting to fence	the event?	<u>X</u> Yes	No
Are you planning on having a If yes, State Health Call John Litscher at	Department must be notified	Yes ed 10 days prior to event.	<u>X</u> No
Are you planning on selling a If yes, how will the be service, etc.)	verages be served? (Draft		
Are you planning on serving If yes, who will you	free alcoholic beverages? be giving it to?	Yes	
Are you planning to play or l	nave music?	<u>X</u> Yes	No
	escribe in detail (Amplified Band		
Are you planning to have an If yes, name of company: What type of rides are you			
	planning?		

(All rides must be approved by the State of Florida Bureau of Fair Rides and all permits must be secured <u>prior</u> to opening. Contact Ron Jacobs at <u>jacobsr@doacs.state.fl.us</u> or(850) 488-9790).

Who will provide clean up services?: _____Yes, Downtowner Saloon______ (Company name)

Name: _____John Conlon_____Phone: ___9544639800_____ *Note: All grounds must be cleaned up **immediately** after completion of event.

Events requiring electricity are the responsibility of the applicant. All permits must be obtained through the City's Building Department at (954) 828-5191 before setting up.

Company: _Atlantic Electric_____

Name of electrician: Scott Lutz_____ Phone: 9544943702_____

License #: __13002581_____

All security requirements will be determined by the City of Fort Lauderdale Police Department. EMS is required by City Ordinance to be onsite during all outdoor events.

Please attach a copy of your proposed event site plan including stage(s), other types of entertainment, activities, booths, restrooms, dumpsters, fencing, etc.

The information I have provided on this application is true and complete to the best of my knowledge. If this application is approved, I understand that I must furnish an original certificate of General Liability insurance naming the City of Fort Lauderdale as additionally insured, and an original certificate of Ilquor liability Insurance if alcohol is being served. I understand that a Parks and Recreation sponsored activity has precedence over the above schedule and I will be notified if any conflicts arise.

In addition, when approval for the event is given by the City Commission, that approval is contingent upon review and approval of the event agreement by the City Attorney's Office.

___Bradley Noonan_____ Signature of applicant ___V, Pres_____ Title

Date

Please return completed application <u>at least 90 days ahead of your planned event</u>, along with \$100.00 application fee (payable to the City of Fort Lauderdale) to:

Susan Fyfe Molnar Outdoor Event Coordinator 1350 W. Broward Boulevard Fort Lauderdale, FL 33312

E-mail address: <u>smolnar@fortlauderdale.gov</u> Phone: (954) 828-5362 Fax: (954) 828-5650

FIRE DEPARTMENT QUESTIONNAIRE

No



ame of Company:Robin building permit is requi	nhood rental red. Please contact Lt. Je	eff Lucas at 95	4-828-5892.
re you planning to have ter	ts (have sides) for this even	t?Yes	<u>X</u> No
low many and what sizes?			

1. Are you planning to have canoples (no sides) for this event? <u>X</u>Yes

3. Are you planning to have fireworks? _____Yes ___X__No

4. Are you having food vendors? ____Yes ___X_No

How many and what kind?

A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. A Fire inspection is required for all food booths. If the inspection is during non-working hours the cost will be \$50 - \$60 per hour.



Special Event Detail Guidelines:

- * One rescue unit/cart for 500 to 5,000 people in attendance (sustained attendance)
- * Two rescue units/carts for 5,000 to 10,000 plus people in attendance (sustained attendance)
- * One command person if two or more rescue units/carts. One more rescue unit/cart per 5,000 additional people.

The number of rescue units and paramedics is determined according to attendance and other risk factors.

1. Does your event require EMS medical standby services based on the guidelines above? YES_____ NO__X____

- 2. What is your estimated sustained attendance? ______300____
- 3. On-site contact?

NAME____John Conlon______PHONE_9544639800___

A minimum of 4 hours will be charged for all special event details. 30 minutes will be added to the pre and post event times (totaling 1 hour), allowing for travel and preparation for the event.

POLICE DEPARTMENT QUESTIONNAIRE

1. Does your event require use of police vehicles? Yes

> If yes, you must provide a certificate of liability insurance that includes automobile comprehensive and collision, and worker's compensation, for damage or incidents that occur in non-police action while in our employment, in addition to the required \$1,000,000 general liability naming the City as additional insured as required for all events

No X

2. Is this a new or previously held event? New Previous X

Previous date(s) 5 years

Any established security, traffic, or other appropriate plan(s)? Yes_X__No____

If yes, besides Fort Lauderdale Police, who will you be using for this plan? (private security company, volunteers, etc.)

_____private & security company _

 Do you have an established detail of off-duty officers? Yes X No. If yes, who is your Police department contact?

Mitch Van Sant_____

5. Any notable entertainers or special circumstances scheduled for your event? No X Yes

Who/What?_____

I understand the off duty rate for Police personnel for ALL special events is calculated at a 3hour minimum rate. The hourly rate and costs to be incurred by the event organizer will be quoted on the City of Ft. Lauderdale Special Events "Cost Estimate" worksheet developed at the Special Events logistics meeting and provided to the organizer.

Bradley Noonan_____ Signature

Date

_

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610 HERON DR. DELRAY BEACH FL				
Registered Ag	ent Name	& Address		
BROOKBANK, KELL 610 HERON DR. DELRAY BEACH FL				
Officer/Directo	r Detail			
Name & Address				
Title P				
FOX, KEITH S 610 HERON DR. DELRAY BEACH FL	33444			
Title SEC				
BROOKBANK, KELL 610 HERON DR. DELRAY BEACH FL				
Title VP				
POULIS, JIM 610 HERON DR.				

DELRAY BEACH FL 33444				
Annual Reports				
Report Year Filed Date 2011 05/01/2011 2012 04/09/2012				
Document Images				
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05/27/2010 Domestic Non-Profit				
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SCHEDULE ONE

1.	Name of Applicant:	MahaShakti Foundation, Inc
2.	Name of Outdoor Event:	YogaFest 2013
3.	Date and time of Event:	Saturday, April 20, 2013 (10 AM- 10 PM) Set up (8 AM) Breakdown (12 midnight)
4.	Event Location:	Huizenga Plaza- 32 East Las Olas Blvd Downtowner- 10. South New River Drive (Event to take place on both sides of the river)
5.	Road Closings:	Yes- south side of the river from Andrews Ave east to the circle just east of 10 South River Drive Saturday, April 20, 2013 (8 AM- 11 PM)
6.	Alcohol:	Yes