DOCUMENT ROUTING FORM NAME OF DOCUMENT: Event Agreements with the City of Fort L	me lick of the 1/11/13 (
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; Stavelogy/My Wist 4 5 516710K; and Nearade Event.	auderdale as follows: 1) Chanukah ket: 3) Coral Ridge Green Market; 4) MS Walk 7) Las Olas Wine & Food North Beach Village Winterfest Boat
Approved Comm. Mtg. on December 4, 2012 CAM# 12-2513	23 12 838 (C 130a min 2011 201)
ITEM:	12 DEC 20 PM 4:02
Routing Origin: CAO ENG. COMM. DEV. OTHER	
Also attached:	Form # originals
By: forwarded to:	
Initials	
1.) Approved as to Content: Department Director Please Check the proper box: CIP FUNDED YES NO	Capital Improvements defined as having a life 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" include: land, real estate, realty, real.
Capital Improvement Projects	
2.) Approved as to Funds Available; by	Date:
Finance Director	
Amount Required by Contract/Agreement \$ Fu	
Dept./Div Index/Sub-object	Project #
3.) City Attorney's Office: Approved as to Form:# Originals to	City Mgr. By:
Harry A. Stewart Cole CopertinoX Robert B.	Dunckel
Ginger Wald D'Wayne Spence Paul G. Ba	
Carrie Sarver DJ Williams-Persad	
4.) Approved as to content: Assistant City Manager: By: By: Susanne Torriente,	CITY AT
Stanley Hawthorne, Assistant City Manager Susanne Torriente,	Assistant City Manager
5.) Acting City Manager: Please sign as indicated and forward :#	O ←
6.) Mayor: Please sign as indicated and forward :# originals to	Clerk.
7.) To City Clerk for attestation and City seal:	
INSTRUCTIONS TO CLERK'S OFFI	CE //7
8.) City Clerk: retains one original document and forwardsorigin	/ al documents to
Copy of document to Original Route	
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

ROS ENTERPRISES, INC., a profit corporation operating under the laws of Florida, whose principal place of business is 2760 NE 52nd Street, Lighthouse Point, Florida 33064 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 "CORAL RIDGE GREEN MARKET AT PLAZA 3000" (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 day of January, 2013

WITNESSES:

CITY OF FORT LAUDERDALE

Mayor

Witness print/type name

City Manager

[Witness print/type name]

ATTEST:

Approved as to form:

Assistant City Attorney

WITNESSES:	ROS ENTERPRISES, INC.
Shannon Spinks	By Rachel Oneill
Shannon Spinks [Witness print/type name]	RACHEL O'NEILL, PRESIDENT [Print/type name and title]
See See	
Sean Spint/sype name]	
	ATTEST:
(CORPORATE SEAL)	
	Secretary
STATE OF FLORIDA: COUNTY OF BROWARD:	_1
The foregoing instrument was 2012, by RAC ENTERPRISES, INC. He/She is personal as identification.	acknowledged before me this 23 day of HEL O'NEILL, as PRESIDENT of ROS lly known to me or has produced
(SEAL)	Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)
	Name of Notary Typed, Printed or Stamped
	My Commission Expires: SUSAN M LUGBERS Hostry Public - State of Florido My Commission Number State of Florido Commission Number State

Memorandum Harry Stewart, City Attorney To: From: Jeff Meehan, Outdoor Event Coordinator Date: October 31, 2012 Re: Request for Event Agreement Please ask your staff to prepare an event Coral Ridge Green Market agreement for the 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). liquor 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: U^{-1} 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 table tilledicula completely ain DARKINI (contribe) and submitted at least 20 days a head of Avgundant of Evants

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
- 4. Charges your organization will incur when City assistance and/or services are required
- 5. Security requirements
- 6. Environmental issues/effects on surrounding areas

t for the Community	
orth Federal Highway, Fort Lauc	lerdale
BEGIN	END
ar. <u>9 AM</u>	<u>2 PM</u>
AM/PM	AM/PM
AM/PM	AM/PM
8AM	
	4PM
ery Saturday since 02/11 same l	ocation
nment, vendors, etc <u>.):Approxim</u> d items.	ately 15 vendors selling fru
	BEGIN ar. 9 AMAM/PMAM/PMAM/PM AMM

PART II: APPLICANT	
Organization name: The Green Market Management (Co
Address: 2760 NE 52 St	City, State, Zip: Lighthouse Point, FL 33064
Phone: 954-426-8436	Fax: <u>954-698-6607</u>
Non-Profit Organization? No Tax ID #:26-4811818	
Corporation name: ROS Enterprises, Inc. (As it appears	s in articles of incorporation)
Date of incorporation: <u>05/13/2009</u>	State incorporated in: Florida Federal ID #:26-4811818
Two authorizing officials for the organization: President: Rachel O'Neill Phone: 954-426-8436	
Secretary: Bryan O'Neill	Phone: 954-347-1474
Event Coordinator: Rachel O'Neill	Will you be on-site? No
Title: President Phone: 954-426-84	Cell: <u>954-214-9933</u>
E-mail address: racheloneill@bellsouth.net	Fax: <u>954-426-8436</u>
Additional Contact: Rachel O'Neill	Will you be on-site? Yes
Title: President Phone: 954-426-84	436 Cell: <u>954-214-9933</u>
E-mail address: racheloneill@bellsouth.net	Fax: <u>954-426-8436</u>
Event production company (if other than applicant): _	
Address:	City, State, Zlp:
Contact person:	Title:
Phone: (day) (night)	(cell)
E-mail address:	Fax:
PART III: EVENT INFORMATION	
Are you planning to charge admission? If yes, how much? \$	No
Are you requesting to fence the event?	No
Are you planning on having any type of concession?	No days prior to event. Call John Litscher at 954-632-8094

	anning on selling alcoholic beverages? es, how will the beverages be served? (Draft truck, co	No Id plate, mini-bar, beer tub, table service, etc.)
	anning on serving free alcoholic beverages? yes, to whom will it be given?	No
Are you pla	anning to have any type of amusement rides? yes, name of company:	No
(A	hat type of rides are you planning? Il rides must be approved by the State of Florida Bure ior to opening. Contact Ron Jacobs at jacobsr@doacs	eau of Fair Rides and all permits must be secured state.fl.us or (850) 488-9790).
Are you pla	anning to play or have music? yes, what music format(s) will be used? (amplified, a	No coustic, recorded, live, disc jockey, etc):
Lis	st the type of equipment you will use (speakers, ampl	ifier, drums, etc):
W	ill you use any type of soundproofing equipment?	YesNo
Lis	st the days and times music will be played:	
Но	ow close is the event to the nearest residential use? _	
Will your e If	event require road closings? yes, list requested streets and times in detail :	No
Please att	ASE NOTE***** You are required to secure barrical fach a layout of your traffic plan, including the place ones, and message boards, as well as the name of the red by the Police Dept. which may terminate any ever	ement and number of barricades, signs, directiona ne company you will be using. Your traffic plan mus
*** [*] PLE	road closings affect access to parking spaces or parking ASE NOTE***** All road closings which result in lo to the event organizer and must be paid in full before	ss of revenue from inaccessible parking spaces will
· (M	ecyclable materials be utilized at this event? Materials that can be recycled include all clean paper, ans, and milk or juice boxes.) Please refrain from the	
Who will p	provide clean up services for garbage and recyclables	? Rachel O'Neill (Company name)
**** PLE materials : a private d	ontact Name: <u>Rachel O'Neill</u> FASE NOTE***** All grounds must be cleaned up In should be recycled at all City facilities and parks. Recycompany or in some cases by the City of Fort Lauderd Contact Janet Townsend at <u>Jtownsend@fortlauderdala</u>	ycling service may be provided by your organization, dale. You are responsible for securing recycling
Events rec	equire electricity? No quiring electricity are the responsibility of the applicar epartment at (954) 828-5191 before setting up.	nt. All permits must be obtained through the City's

Company:	License #:
Name of electrician:	Phone:
PART IV: APPLICANT'S ACCEPTANCE	
The information I have provided on this application is true	and complete to the best of my knowledge.
Before receiving final approval from the City Commission applicable) must furnish an original certificate of General additionally insured in the amount of at least one million dithe City Risk Manager, and an original certificate of liquor being served.	Liability insurance naming the City of Fort Lauderdale as ollars (\$1,000,000) or greater as deemed satisfactory by
I understand that a Parks and Recreation sponsored activinotified if any conflicts arise.	ty has precedence over the above schedule and I will be
I understand that the City of Fort Lauderdale Police Depa EMS is required by City Ordinance to be onsite during all or	
I understand that the City has a noise ordinance. If a enforcement personnel, code enforcement personnel, representative that the entertainment or music is causir volume to an acceptable level as determined by City staff. may be directed to shut down the music or entertainment provisions of the noise control ordinance and understand physical arrest, or the shutting down of the event.	parks and recreation personnel, or any other citying a noise disturbance, I will be directed to lower the If a second noise disturbance arises during the event, I tor the remainder of the event. I agree to abide by all
Rachel O'Neill Name of applicant	President Title

Please **email** completed application at least 90 days ahead of your planned event to:

imeehan@fortlauderdale.gov.

Please mail the \$100.00 application fee (payable to the City of Fort Lauderdale) to:

Jeff Meehan, Outdoor Event Coordinator

1350 W. Broward Boulevard, Fort Lauderdale, FL 33312

Phone: (954) 828-5362 Fax: (954) 828-5650

Please include the following with the application:

- * Event site plan including stage(s), other entertainment locations, activities, booths, restrooms, canopies, dumpsters, fencing, generators, etc.
- * Traffic/detour plan including the placement and number of barricades, signs, directional arrows, cones, message boards, and name of the barricade and/or directional traffic signs company being used.

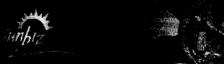
FIRE DEPARTMENT OUESTIONNAIRE

PREVENTION

1.	Are you planning to have canopies (no sides) for this event?No
	How many and what sizes? 10 X 10 Pop-ups - vendors bring their own
	Name of Company:
2.	Are you planning to have tents (with sides) for this event?YesXNo
	How many and what sizes?
	Name of Company:
Bu	** <u>PLEASE NOTE</u> ***** All permits required by the Florida Building Code must be obtained through the ilding Department (including but not limited to electrical, structural, plumbing). Contact the Building Department 954-828-6520.
3.	Are you planning to have fireworks?YesXNo
	Name of company conducting the show:
4.	Are you having food vendors?YesXNo
	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 \$75 per hour.
<u>Oi</u>	PERATIONS/EMS
Sp	 * One rescue unit/cart for 500 to 5,000 people in attendance (sustained attendance) * Two rescue units/carts for 5,000 to 10,000 people in attendance (sustained attendance) * One more rescue unit/cart per 5,000 additional people * One command person if two or more rescue units/carts are required
Th	e 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? YESNOX
2.	What is your estimated sustained attendance?
3.	On-site contact? NAME Same as above PHONE
	minimum of 4 hours will be charged for all special event details. 45 minutes will be added to the pre and post ent times (totaling 1.5 hours), allowing for travel and preparation for the event.

		POLICE DEPARTM	ALIAL OOFSITO	MINAIRL		
1.	Does your, event require use o	of police vehicles?		Yes	No_X	
2.	Is this a new or previously he	ld event?	New	Previous	X	
	Previous date(s)?	Saturdays since Febru	ary 2011			
3.	Any established security, traff	ic, or other appropria	te plan(s)?	Yes	No_X	
	If yes, besides Fort Laud (private security compan		Il you be using fo	or this plan?		
	N	I/A	-			
	·					
4.	Do you have an established d If yes, who is your Police			Yes	No_X	
		N/A				
5.	Any notable entertainers or s	pecial circumstances s	scheduled for you	ur event? Yes	NoX	
	Who/What?	N/A			ALCONO	
The	nderstand the off duty rate for the hourly rate and costs to be into "Cost Estimate" workshee	ncurred by the event	organizer will be	quoted on the	City of Ft. Lauderdale S	Specia
	Same as above		October 15	, 2012		
Nar	ne		Date			

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Florida Profit Corporation

ROS ENTERPRISES, INC.

Filing Information

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Date Filed

05/13/2009

State

FL

Status

ACTIVE

Principal Address

2760 NE 52 STREET LIGHTHOUSE POINT FL 33064

Mailing Address

2760 NE 52 STREET LIGHTHOUSE POINT FL 33064

Registered Agent Name & Address

O'NEILL, BRIAN 2760 NE 52 STREET LIGHTHOUSE POINT FL 33064

Officer/Director Detail

Name & Address

Title PD

O'NEILL, RACHEL 2760 NE 52 STREET LIGHTHOUSE POINT FL 33064

Title ST

O'NEILL, BRIAN 2760 NE 52 STREET LIGHTHOUSE POINT FL 33064

Annual Reports

Report Year Filed Date

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2012 01/10/2012

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SCHEDULE ONE

1. Name of Applicant: Ros Enterprises, Inc.

2. Name of Outdoor Event: Coral Ridge Green Market at Plaza 3000

3. Date and time of Event: Saturday's in January, February & March 2013

(9 AM- 3 PM)

Set up (8 AM) Breakdown (4 PM)

4. Event Location: Parking Lot of Plaza 3000 N. Federal Hwy

5. Road Closings: No

6. Alcohol: No