DOCUMENT ROUTING FORM NAME OF DOCUMENT: Event Agreements with the City of Fort Lauderdale as Anniversary Party 2) Boat Show; 3 Sandbar Anniversary Party 4 Fight for Air Run/Wall 5) My Candles of Hope Charity Car Show; 6) Fright Night 2012; 7 Las Olas Art Fair 120EC 3PM 4:07 Approved Comm. Mtg. on September 5, 2012 CAM# 12-1855 \square M - 9 \square PH - \square 0 - \square CR - \square \square R \square ITEM: ☐ ENG. ☐ COMM. DEV. ☐ OTHER _____ Routing Origin: CAO copy of CAR copy of document ACM Form #___ originals Also attached: forwarded to: Initials 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 1.) Approved as to Content: (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. Please Check the proper box: CIP FUNDED YES NO Capital Improvement Projects 2.) Approved as to Funds Available: by __ _____ Date: Amount Required by Contract/Agreement \$_____ Funding Source: Index/Sub-object Project # Dept./Div. 3.) City Attorney's Office: Approved as to Form:# Originals to City Mgr. By: X Robert B. Dunckel Harry A. Stewart Cole Copertino Paul G. Bangel Ginger Wald D'Wayne Spence DJ Williams-Persad Carrie Sarver **4.)** Approved as to content: Assistant City Manager: Susanne Torriente, Assistant City Manager Stanley Hawthorne, Assistant City Manager 5.) 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 OFFICE 8.) City Clerk: retains one original document and forwards _____original documents to Copy of document to ______Original Route form to _____ Attach ____ certified copies of Reso. #____ Fill-in date

2/11/12

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

BAM BAM ENTERTAINMENT, LLC, a Florida limited liability company operating under the laws of Florida, whose 111 SW 2nd Avenue, Fort Lauderdale, Florida 33301, 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 September 5, 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 "Off the Hookah Anniversary Party" (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 number specified by the requirements established by the City's Sustainable Development Department.
- (3) The Applicant shall coordinate with staff of the City's Sustainable Development Department 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 food service 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 control. 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 control plan.
- (7) In advance of the Event the Applicant shall submit a written plan to the City's Fire Department that regards fire safety. 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 plan.
- (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 no less than one million dollars 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 no less than of five hundred thousand dollars. 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.

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.

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 <u>Oleomber</u>, 2012.

WITNESSES:

CITY OF FORT LAUDERDALE

[Witness print/type name]

Witness print/type name]

ATTEST:

Approved as to form:

Assistant City Attorney

WITNESSES:	BAM BAM ENTERTAINMENT, LLC.
Hang)	By A. W.
[Witness print/type name]	LOUIS ATALLAH, MANAGER [Print/type name and title]
Ann 5. Sos. [Witness print/type name]	
	ATTEST:
(CORPORATE SEAL)	
	Secretary
STATE OF FLORIDA: COUNTY OF BROWARD:	
15-97. , 2012, by LOVIS	s acknowledged before me this 3 day of Africal Age of the He/She is personally known to me or has produced
(SEAL)	Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)
	JOHOT RONDON
	Name of Notary Typed, Printed or Stamped
	My Condition - State of Florida the Comm. Expires Jul 25, 2016 Genemication # EE 219498
	Commission Number

Memorandum

To:

Harry Stewart, City Attorney

From:

Jeff Meehan, Outdoor Event Coordinator

Date:

August 8, 2012

Re:

Request for Event Agreement

Off the Hookah Anniversary Party

to prepare an event 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:

APPROVID

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.

and

City Fire Department has reviewed the application and approved the proposed safety staffing plan.

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.

16 Other City Department

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



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

- 1. Facility requested
- 2. Compliance with City ordinances
- Special permits required
 Charges your organization will incur when City assistance and/or services are required
- 5. Security requirements6. Environmental Issues/effects on surrounding areas

PARTI: EVENT REQUEST
Event name: Off The Hookah Anniversary Party
Purpose of event (check one): Fundraiser Awareness Recreation Sother Anniversary Party
Requested location: 111 S.W. 2nd Avenue.
Estimated daily attendance: 1,000 Time??
EVENT DAY 1: 09-26-12 Wednesday EVENT DAY 2: 09-19-12-12-12-12-12-12-12-12-12-12-12-12-12-
Detailed event description (include activities, entertainment, vendors, etc.): Erand Opening Party for Off the Hookah Fr. Landerdale, Bellydancers, Live Music, Entertainment, Egyptian / Japanesse Culture shows, Alcoholic/N/A Drinks,

	PART II: APPLICANT
	Organization name: Off The Hookah
	Address: 111 800 2nd Avenue City, State, Zip: 33301
	Phone: 954-761-8686 Fax: 954-358-0-601
	Corporation name: Bam Bam Entertainment LLC (as it appears in articles of incorporation)
	Date of incorporation: Nov-4-201/ State incorporated in: FL Federal ID #: 45-375-3453
	Two authorizing officials for the organization: President: Louis Atallah Phone: 954-761-8686
	Secretary: Phone:
	Event Coordinator: A.J. Sos - Will you be on-site? XYes No
	Title: Director of Operations Phone: 561-308-1477 Cell: 561-308-1477
	E-mail address: 4) 6 offthchookah. con Fax: 561-655-1028
	Additional Contact: Many Arroyo Will you be on-site? Yes No Title: Many Rolf the hookah. Com Cell:
	Title: MANY Work the Norman Com Cell: Cell:
	E-mail address: Fax:
	Event production company (if other than applicant):
•	Address: City, State, Zip:
	Contact person:Title:
	Phone: (day) (nlght) (cell)
	E-mail address: Fax:
	PART III: EVENT INFORMATION
	Are you planning to charge admission? Yes No If yes, how much? \$
	Are you requesting to fence the event?YesYes
	Are you planning on having any type of concession? Yes No If yes, State Health Dept, must be notified 10 days prior to event, Call John Litscher at 954-632-8094.

Are you	u planning on serving free alcoholic beverages? If yes, to whom will it be given?	YesNo
Are yo	ou planning to have any type of amusement rides? If yes, name of company:	YesNo
	What type of rides are you planning? (All rides must be approved by the State of Florida Bureau of prior to opening. Contact Ron Jacobs at (850) 921-1530.	Fair Rides and all permits must be secured
Are yo	ou planning to play or have music? If yes, what music format(s) will be used? (amplified, acoustic	No c, recorded, live, disc jockey, etc):
	amplified / live / DJ	
	List the type of equipment you will use (speakers, amplifier, d	irums, etc):
	spenkers / Amplified / B-nd equip	
	Will you use any type of soundproofing equipment?	YesN0
	List the days and times music will be played:	
	How close is the event to the nearest residence?	
Will yo	our event require road closings? If yes, list requested streets and times in detail:	No
****	PLEASE NOTE**** You are required to secure barricades at	nd/or directional traffic signs for road closi
Please	e attach a layout of your traffic plan, including the placement	t and number of barricades, signs, directi
	s, cones, and message boards, as well as the name of the comproved by the Police Dept. which may terminate any event occu	
Will vo	our road closings affect access to parking spaces or parking lote:	? У Yes No
****	PLEASE NOTE**** All road closings which result in loss of n	evenue from inaccessible parking spaces w
de bille	ted to the event organizer and must be paid in full before the ev	vent. Please call Keela Black at 828-3794.
Will an	ny recyclable materials be utilized at this event?	No
	(Materials that can be recycled include all clean paper, cardbo cans, and milk or juice boxes.) Please refrain from the use of	pard, glass, plastic drink containers, alumin Styrofoam plates and cups.
	vill provide clean up services for garbage and recyclables?	off the Hookah
Who w		
		ле:

٨.

	Yes					
Company:	License #:					
Name of electrician:	Phone;					
PART IV: APPLICANT'S ACCEPTANCE						
The Information I have provided on this ap	plication is true and complete to the bast of my knowledge.					
Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable) must furnish an original certificate of General Liability insurance naming the City of Fort Lauderdale as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of \$500,000 if alcohol is being served.						
I understand that a Parks and Recreation anotified if any conflicts arise.	sponsored activity has precedence over the above schedule and I will be					
I understand that the City of Fort Laudero EMS is required by City Ordinance to be on	date Police Department will determine all security requirements and that usite during all outdoor-events.					
I understand that the City has a noise ordinance. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other city representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event.						
1.J. Sos-	Director of Operations					
Name of applicant	Title					
7/27/12 Date						
imeehan@fortlauderda Please mail the \$100.00 application fee (pa Jeff Meehan, Outdoor Ever	nyable to the City of Fort Lauderdale) to: nt Coordinator rd, Fort Lauderdale, FL 33312					
canopies, dumpsters, fencing, general * Traffic/detour plan - including the page 1.	, other entertainment locations, activities, booths, restrooms.					

FIRE DEPARTMENT QUESTIONNAIRE

. 1	PIRE DEPARTMENT OULS TOMATRE
PRE	EVENTION
1.	Are you planning to have canopies (no sides) for this event? Yes
	How many and what sizes?
	Name of Company:
	A building permit is required. Please contact Capt. Bruce Strandhagen at 954-828-5080.
2.	Are you planning to have tents (with sides) for this event?No
	How many and what sizes? 10×10 - 10 trafts. Tot-1
	Name of Company:
	tents. A fire watch at overtime rate may apply. Contact Capt. Bruce Strandhagen at 954-828-5080.
***	第DI EASE MATERRY All manually engined by the Playing Pullding Code may be able to a bloom of the control of a
	** <u>PLEASE NOTE****</u> All permits required by the Florida Building Code must be obtained through the ding Department (including but not limited to electrical, structural, plumbing). Contact the Department of
	ainable Development Building Services Division at 954-828-6520.
3.	Are you planning to have fireworks?Yes
	Name of company conducting the show:
α.	Are you having food vendors?YesNo
••	
	How many and what kind?
	A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, i
	must be secured on the outside of the booth. A Fire inspection is required for all food booths. I
	the inspection is during non-working hours the cost will be \$75 per hour.
001	
<u>QP</u>	ERATIONS/EMS
Spec	dal 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 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
The	number of rescue units and paramedics is determined according to attendance and other risk factors.
	loes your event require EMS medical standby services based on the guidelines above? YESNO
	hat is your estimated sustained attendance?
,	
3. C	on-site contact? NAME Manay Arroyo PHONE

A minimum of 4 hours will be charged for all special event details. 45 minutes will be added to the pre and post event times (totaling 1.5 hours), allowing for travel and preparation for the event.

POLICE DEPARTMENT QUESTIONNAIRE

1.	Does your event require use of police vehicles?	Yes 🗡	No	
	If yes, A Hold-Harmless Agreement must be signed and Liabil ONE MILLION DOLLARS <u>must be provided.</u>	ity coverage of	a <u>minimum</u> of	
2.	Is this a new or previously held event?	New	Previous 🎉	
	If yes, Previous date(s)?			
3,	Any established security, traffic, or other appropriate plan(s)?	Yes	No	
	If yes, besides Fort Lauderdale Police, who will you be using a (private security company, volunteers, etc.)			
4.	Do you have an established detail of off-duty officers? If yes, who is your Police department contact?	Yes X _	No	
5.	Any notable entertainers or special circumstances scheduled for you	our event? Yes	No_X	
_	Who/What?	_		
٠.	is there alcohol being sold of given away?		No	
7.	Are there any road closures required?	Yes×	No	
	If so what roads/intersections?			
8.	What is your estimated attendance?	·		
_				
als ho Ev Ali	understand the off duty rate for Police personnel for ALL special everage of understand there is a 24 hour cancellation requirement to avoid ourly rate and costs to be incurred by the event organizer will be rents "Cost Estimate" worksheet developed at the Special Events is payments will be paid within two (2) weeks of the payroll being supported by the payroll by t	the 3 hour mini quoted on the gistics meeting	imum payment pe city of Ft. Laud	or officer. The lerdale Special
148	Date .	•	·	

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Florida Limited Liability Company

BAM BAM ENTERTAINMENT LLC

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Document Number L11000126114

FEI/EIN Number

N/A

Date Filed

11/04/2011

State

Status

ACTIVE 11/04/2011

Effective Date

LC AMENDMENT

Last Event

Event Date Filed

07/05/2012

Event Effective Date NONE

Principal Address

111 SW 2ND AVE

FORT LAUDERDALE FL 33301

Changed 05/01/2012

Mailing Address

111 SW 2ND AVE

FORT LAUDERDALE FL 33301

Changed 05/01/2012

Registered Agent Name & Address

ATALLAH, LOUIS 111 SW 2ND AVE

FORT LAUDERDALE FL 33301 US

Name Changed: 05/01/2012

Address Changed: 05/01/2012

Manager/Member Detail

Name & Address

Title MGRM

ATALLAH, LOUIS N 111 SW 2ND AVE

FORT LAUDERDALE FL 33301

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Report Year Filed Date

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SCHEDULE ONE

Name of Applicant: Bam Bam Entertainment, LLC 1.

2. Off the Hookah Anniversary Party Name of Outdoor Event:

Wednesday, September 26, 2012 (6 PM - 11:30 AM) 3. Date and time of Event:

Off the Hookah- 111 SW 2nd Ave 4. **Event Location:**

Yes- SW 2nd Ave from Broward Blvd south to SW 2nd Street Road Closings: 5.

6. Alcohol: Yes