| DOCUMENT ROUTING FORM | The litch of the man 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; 2) Savelogy/My Wish 4-9 51510K; and N Parade Event. | ket: 3) Coral Ridge Green Market: 4) |
| 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: | |
| By: forwarded to: | |
| 1.) Approved as to Content: | 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" |
| Please Check the proper box: CIP FUNDED YES NO | include: land, real estate, realty, real. |
| 2.) Approved as to Funds Available: by Finance Director | Date: |
| Amount Required by Contract/Agreement \$ Fu | Indina Source: |
| Dept./Div Index/Sub-object | |
| 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: | 281 |
| 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 OFFI | |
| 8.) City Clerk: retains one original document and forwardsorigin | al documents to |
| Copy of document toOriginal Rout | e 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

YOLO MUSIC LAS OLAS, LLC., a limited liability company organized under the laws of Florida, whose principal place of business is 200 SW 2nd Street, 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 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 "VIBE NYE 2012" (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.
- 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 of 2013 the 7+k day of , 2013.

WITNESSES:

[Witness print/type name]

[Witness print/type name]

CITY OF FORT LAUDERDALE

Mayor

City Manager

ATTEST:

City Cler

Approved as to form:

Assistant City Attorney

WITNESSES:

Witness prin

Ustran Witness print/type name

YOLO MUSIC LAS OLAS

Bv

TIMOTHY PETRILLO, MANAGER [Print/type name and title]

ATTEST:

(CORPORATE SEAL)

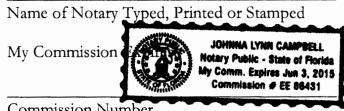
Secretary

STATE OF FLORIDA: COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \underline{H} day of (Club), 2012, by TIMOTHY PETRILLO, as MANAGER of the YOLO MUSIC LAS OLAS, LLC. Hershe is personally known to me or has produced _ as identification.

(SEAL)

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



Commission Number

L:\AGMTS\cvents\2012\December 4th\YOLO Music Las Olas, LLC.wpd

Memorandum

| To: | Harry Stewart, | City Attorney |
|-----|----------------|---------------|
|-----|----------------|---------------|

From: Jeff Meehan, Outdoor Event Coordinator

Date: October 31, 2012

Re: Request for Event Agreement

<u>Vibe New Years Eve</u> 2012 Please ask your staff 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:

City Police Department has reviewed the application and requires bloes 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. oomprehensive general liability insurance, one million dollars (\$1,000,000). —Ilquor liability insurance, five hundred thousand dollars (\$500,000).

<u>5</u> <u>M</u> 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: M + 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

| PART 1: EVENT REOUEST Event name: | |
|--|-------|
| Purpose of event (check one): □ Fundraiser □ Awareness X Recreation □ Other Requested location: South West Corner of Courtyard In front 301 East Las Olas Blvd Building and Estimated daily attendance: Requested dates and time of event: DAY BEGIN END EVENT DAY 1: Monday AM/PM AM/PM EVENT DAY 3: | |
| Requested location:South West Corner of Courtyard In front 301 East Las Olas Blvd Bullding and Estimated daily attendance: 200 Requested dates and time of event: DAY BEGIN END EVENT DAY 1: Monday 8:30_PM 3:00_A EVENT DAY 2: | |
| Estimated daily attendance: | |
| Requested dates and time of event: DAY BEGIN END DATE DAY BEGIN END EVENT DAY 1: 12/31/12 Monday 8:30_PM 3:00_A EVENT DAY 2: | Vibe |
| EVENT DAY 2: AM/PMA | N/A |
| EVENT DAY 3:AM/PMA | • |
| | |
| SETUP: <u>12/31/12</u> <u>Monday</u> <u>3:30</u> PM | \м/рм |
| | |
| BREAKDOWN: 1/1/13 Tuesday 3:30_ | AM |
| Has this event been held in the past? X YesNo | |
| If yes, please list past dates and locations:Same location as above, 12/31/11 & 12/13/1 | LO |
| | |

LED Lights will be used to illuminate the area.

din di

| PART II: APPLICANT | an a |
|---|--|
| Organization name:Yolo Music Las Olas | |
| Address: | City, State, Zip:Fort Lauderdale FL 33301 |
| Phone:Fax: | 954-618-0398 |
| Corporation name: <u>YOLO Music Las Olas LLC</u> (as it appears i | in articles of incorporation) |
| Date of incorporation: 2009 State incorp | porated in: _FL Federal ID #: _27- 0996417 |
| Two authorizing officials for the organization: President: <u>Tim Petrillo</u> | Phone:954-523-5215 |
| Secretary: | Phone: <u>954-523-5215</u> |
| Event Coordinator: <u>Aaron Abramoff</u> | Will you be on-site? X_Yes No |
| Title: General Manager Phone: 305-301 | <u>-4914</u> Cell: |
| E-mail address: Aaron@vibelasoals.com | Fax: <u>954-618-0398</u> |
| Additional Contact: Andy Fox | Will you be on-site? _XYesNo |
| Title: General Manager Phone: 954-523 | 3-1000 Cell: |
| E-mail address: | Fax: <u>954-618-0398</u> |
| Event production company (if other than applicant): | N/A |
| Address: | City, State, Zip: |
| Contact person: | |
| Phone: (day) (night) | (cell) |
| E-mail address: | Fax: |
| PART III: EVENT INFORMATION | |
| Are you planning to charge admission? If yes, how much? \$ | X_YesNo |
| Are you requesting to fence the event? | X_YesNo |
| Are you planning on having any type of concession? | |

If yes, State Health Dept. must be notified 10 days prior to event. Call John Litscher at 954-632-8094.

and the second s

| | planning on serving free alcoholic beverages?Yes _X_No If yes, to whom will it be given? |
|----------|---|
| | planning to have any type of amusement rides?YesX_No (f yes, name of company: |
| | What type of rides are you planning? |
| Are you | planning to play or have music?YesX_No If yes, what music format(s) will be used? (amplified, acoustic, recorded, live, disc jockey, etc): |
| | List the type of equipment you will use (speakers, amplifier, drums, etc): |
| | Will you use any type of soundproofing equipment?YesYesYes |
| | List the days and times music will be played: |
| | How close is the event to the nearest residence? |
| Will you | r event require road closings?Yes |

******<u>PLEASE NOTE</u>****** 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. which may terminate any event occurring without the proper use of barricades.

Will your road closings affect access to parking spaces or parking lots? <u>Yes</u> <u>X</u>No ****<u>PLEASE NOTE</u>***** 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. Please call Keela Black at 828-3794.

Will any recyclable materials be utilized at this event? <u>X</u>Yes <u>No</u> (Materials that can be recycled include all clean paper, cardboard, glass, plastic drink containers, aluminum cans, and milk or juice boxes.) Please refrain from the use of Styrofoam plates and cups.

Who will provide clean up services for garbage and recyclables? _____ In House

Contact Name: ______ Phone: _______ ****<u>NOTE</u>**** All grounds must be cleaned up **immediately** after completion of event. Recycling should be done at all City facilities and parks. Recycling may be provided by your organization, a private company or in some cases by the City of Fort Lauderdale. You are responsible for securing recycling services. Contact Janet Townsend at <u>Jtownsend@fortlauderdale.gov</u> or (954) 828-5956. Will you require electricity? _____Yes __X___No Events requiring electricity are the responsibility of the applicant. All permits must be obtained through the City's Department of Sustainable Development Building Services Division at (954) 828-5191 before setting up.

| 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, 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 sponsored activity has precedence over the above schedule and I will be notified if any conflicts arise.

I understand that the City of Fort Lauderdale Police Department will determine all security requirements and that EMS is required by City Ordinance to be onsite 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 ablde 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.

| 2 | Ouse- |
|-------------------|-------|
| Name of applicant | Title |
| 10 17 12 | |
| Date | |

Please **email** completed application at least 96 days ahead of your planned event to: **jmechan@fortlauderdale.gov** Please mail the \$100.00 application fee (payable to the City of Fort Lauderdale) to: Jeff Mechan, Outdoor Event Coordinator

> 1350 W. Broward Boulevard, Fort Lauderdale, FL 33312 Phone: (954) 828-6075 Fax: (954) 828-5650

Please include the following with the application:

* Event site plan - including stage(s), other entertainment locations, activities, booths, restrooms, canoples, 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 traffic signs company being used.

 $\mathcal{J} \in \mathbb{C}$

| FIRE DEPARTMENT OUESTIONNAIRE |
|---|
| PREVENTION |
| 1. Are you planning to have canopies (no sides) for this event?YesX_No |
| How many and what sizes? |
| Name of Company: |
| Name of Company: |
| 2. Are you planning to have tents (with sides) for this event?YesXNo |
| How many and what sizes? |
| Name of Company: |
| A building permit, exit signs, emergency lights, fire extinguishers, and "No Smoking" signs are required for tents. A fire watch at overtime rate may apply. Contact Capt. Bruce Strandhagen at 954-828-5080. |
| ****<u>PLEASE NOTE</u>***** All permits required by the Florida Building Code must be obtained through the Building Department (including but not limited to electrical, structural, plumbing). Contact the Department of Sustainable Development Building Services Division at 954-828-6520. |
| 3. Are you planning to have fireworks?YesYesYes |
| Name of company conducting the show: |
| 4. 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, 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. |
| OPERATIONS/EMS |
| 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 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. |
| 1. Does your event require EMS medical standby services based on the guidelines above? YES NOX |
| 2. What is your estimated sustained attendance?100 |
| 3. On-site contact? NAME Aaron Abramoff PHONE 305-301-4914 |

4

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 OUES | STIONNAIRE | |
|--|-----------------------|-----------------------|
| Does your event require use of police vehicles? | Yes | No <u>X</u> |
| If yes, A Hold-Harmless Agreement must be signed and Li ONE MILLION DOLLARS must be provided. | lability coverage o | f a <u>minimum</u> of |
| Is this a new or previously held event? | New | Previous X |
| If yes, Previous date(s)? <u>12/31/10 & 12/31/11</u> | | |
| Any established security, traffic, or other appropriate plan(s)? | Yes | No <u>X</u> |
| If yes, besides Fort Lauderdale Police, who will you be usi (private security company, volunteers, etc.) | · · · | |
| Do you have an established detail of off-duty officers? If yes, who is your Police department contact? | Yes_X | No |
| Frank Sousa | | |
| Any notable entertainers or special circumstances scheduled fo | or your event? Yes | No <u>X</u> |
| Who/What? | <u></u> | |
| Is there alcohol being sold or given away? | Yes_X | No |
| Are there any road closures required? | Yes | No <u>X</u> |
| If so what roads/intersections? | | |
| What is your estimated attendance? _200 | | |
| <u></u> | | |
| understand the off duty rate for Police personnel for ALL special lso understand there is a 24 hour cancellation requirement to av | old the 3 hour mi | nimum payment p |
| ourly rate and costs to be incurred by the event organizer will vents "Cost Estimate" worksheet developed at the Special Event Il payments will be paid within two (2) weeks of the payroll bein | ts logistics meetin | g and provided to |
| A | Interne | |
| Name Date | 10/77/2012- | <u> </u> |
| | | |

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| Address Chang | ed: 02/18/2010 | | | | |
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SCHEDULE ONE

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| 1. | Name of Applicant: | YOLO Music Las Olas LLC |
|----|-------------------------|---|
| 2. | Name of Outdoor Event: | Vibe NYE 2012 |
| 3. | Date and time of Event: | Monday, December 31, 2012 (8:30 PM- 11 PM) Set up (3 PM) Breakdown (3:30 AM) |
| 4. | Event Location: | Vibe- 301 East Las Olas Blvd. |
| 5. | Road Closings: | Νο |
| 6. | Alcohol: | Yes |