BOCUMENT ROUTING FORM ONCE OF THE 12/16/12
NAME OF DOCUMENT: Event Agreements with the City of Fort Lauderdale as follows: 1) St. Jerome Fall
Festival (2) Novemberfest 2012;)3) Float Parade; (4) (Healthy Living – Better Health, 5) (Day of the Dead) Celebration 6 Coral Ridge Green Market at Plaza 3000;)7 (Medicare Informational–CVS/Pharmacy) 8)
Museum of Discovery MAD for MODS Gala: 19) Flavors of Fort Lauderdale (10) Souls to Polls (Walk-On)
Approved Comm. Mig. on October 10, 2012 CAN # 12-2243 M-3
Routing Origin: CAO ENG. COMM. DEV. OTHER
Also attached:
By: forwarded to:
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
Department Director extend useful life, inc. major repairs such as
Please Check the proper box: CIP FUNDED TYES NO Capital Improvement Projects roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.
2.) Approved as to Funds Available: by Date:
Finance Director
Amount Required by Contract/Agreement \$ Funding Source:
Dept./DivProject #
3.) City Attorney's Office: Approved as to Form:# Originals to City Mgr. By:
Harry A. Stewart Cole CopertinoX
Ginger Wald D'Wayne Spence Paul G. Bangel
Carrie Sarver DJ Williams-Persad
4.) Approved as to content: Assistant City Manager:
By:
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.
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 forwardsoriginal documents to5
Copy of document toOriginal Route 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

ROS ENTERPRISES, INC., a profit corporation organized 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 October 16, 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 Market" (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]

this the day of December,	the parties hereto have set their hands and seals , 2012.
WITNESSES:	CITY OF FORT LAUDERDALE
[Witness print/type name] Light Mulliplan [Witness print/type name]	Mayor Anfella City Manager

ATTEST:

Approved as to form:

Assistant City Attorney

WITNESSES:

ROS ENTERPRISE, INC.

LAUREEN O. OMBRES

[Witness print/type name]

Megan Reid
[Witness print/type name]

(CORPORATE SEAL)

Ru Rachel Moil

RACHEL O'NEILL, PRESIDEN'T

[Print/type name and title]

ATTEST:

Secret

STATE OF FLORIDA: COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 6 day of CCCOP 2012, by RACHEL O'NEILL, as PRESIDENT of the ROS ENTERPRISE, INC. He/She is personally known to me or has produced as identification.

(SEAL)

Notary Public, State of Florida (Signature of

Notary Taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Compatition Expellem M LUBBERS

Notary Public - State of Florida

Notary Public - State of Florida

Wy Comm. Expires Mar 24, 2016

Commission & EE 151056

Commission National Notary Assn.

L:\AGMTS\cvents\2012\Oct 16th\Coral Ridge Market.wpd

Memorandum To: Harry Stewart, City Attorney From: Jeff Meehan, Outdoor Event Coordinator October 3, 2012 Date: Re: Request for Event Agreement Coral Ridge Green Market 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: 542 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. 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

Other City Department: Mat has reviewed and approved the proposed plan.

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

proposed set-up, clean-up plan.

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

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Home	Contact Us	E-Filing Services	Document Searches	Forms	Help	Charles 4/45/2
Previous on	List Next on List	Return To List		Entity	Name Searc	h

No Events

No Name History

[₅Submit_{il}

Detail by Entity Name

Florida Profit Corporation

ROS ENTERPRISES, INC.

Filing Information

 Document Number P09000042829

 FEI/EIN Number Date Filed
 264811818

 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

2010 04/17/2010 2011 03/17/2011 2012 01/10/2012

Document Images

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04/17/2010 ANN	IUAL REPORT [View image in RDE format]	
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CITY OF FORT LAUDERDALE OUTDOOR EVENT APPLICATION

\$100 Fee must accompany application

Application imust be filled out completely. In DARK ink of type, and submitted at least 90 days ahead or your planned event.

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

urpose of event (check one): Other <u>Green Market for the state of Plane 2000, 2000 to the the state of Plane 2000, 2000 to the the state of Plane 2000, 2000 to the state of Plane 2000 to the state of Pl</u>		
equested location: Parking Lot of Plaza 3000, 3000 North F	ederai Highway, Fort Lau	gerdale \
stimated daily attendance: 250		
equested dates and time of event: DATE DAY	BEGIN	END
EVENT DAY 1: Each Saturday in Oct., Nov., Dec.	9 AM	<u>2 PM</u>
EVENT DAY 2:	AM/PM	AM/PM
EVENT DAY 3;	AM/PM	AM/PM
SETUP: Same Day	8AM	
BREAKDOWN: Same Day		4PM
as this event been held in the past? Yes		
If yes, please list past dates and locations: Every Sa	turday since 02/11 same	location

PART II: APPLICANT	<u>-</u>
Organization name: The Green Market Managemen	nt 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 #:26-48118	318
Corporation name: ROS Enterprises, Inc. (As it appe	ears 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: <u>954-426-8436</u>
Secretary: Bryan O'Neill	Phone: <u>954-347-1474</u>
Event Coordinator: Rachel O'Neill	Will you be on-site? No
Title: President Phone: 954-426	-8436 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	5-8436 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, Zip:
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 If yes, State Health Dept. must be notified	n? No 10 days prior to event. Call John Litscher at 954-632-8094.

If yes, how will the beverages be served? (Draft truck, cold plate, mini-bar, beer tub, table service, etc.)
Are you planning on serving free alcoholic beverages? No If yes, to whom will it be given?
If yes, to whom will it be given?
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).
Are you planning to play or have music? 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?YesNo
List the days and times music will be played:
How close is the event to the nearest residential use?
Will your event require road closings? If yes, list requested streets and times in detail :
****PLEASE NOTE***** You are required to secure barricades and/or directional traffic signs for road closing Please attach a layout of your traffic plan, including the placement and number of barricades, signs, direction arrows, cones, and message boards, as well as the name of the company you will be using. Your traffic plan mube 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? No ****PLEASE NOTE***** 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? (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? Rachel O'Neill (Company name)
Contact Name: Rachel O'Neill Phone: 954-214-9933 ****PLEASE NOTE***** All grounds must be cleaned up immediately after completion of event. Recyclable materials should be recycled at all City facilities and parks. Recycling service 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 Jtownsend@fortlauderdale.gov or (954) 828-5956.
Will you require electricity? No 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:	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 applicable) must furnish an original certificate of General Liabi additionally insured in the amount of at least one million dollar the City Risk Manager, and an original certificate of liquor liabil being served.	lity insurance naming the City of Fort Lauderdale as s (\$1,000,000) or greater as deemed satisfactory by				
I understand that a Parks and Recreation sponsored activity had notified if any conflicts arise.	as precedence over the above schedule and I will be				
I understand that the City of Fort Lauderdale Police Departme EMS is required by City Ordinance to be onsite during all outdo					
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.					
Rachel O'Neill	President				
	itle				
9/21/2012 Date					
Please email completed application <u>at least 90 days ahead of samolnar@fortlauderdale.gov.</u> Please mail the \$100.00 application fee (payable to the City of Susan Fyfe Molnar, Outdoor Event Coordinator 1350 W. Broward Boulevard, Fort Lauderdale, Phone: (954) 828-5362 Fax: (954) 828-5650	Fort Lauderdale) to: FL 33312				
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 OU	ESTIONNAIRE				
PREVENTION					
1. Are you planning to have canopies (no sides) for this ever	nt? X Yes No				

	How many and what sizes? 10 X 10 Pop-ups – vendors bring their own
	Name of Company:
	A bullding permit is required. Please contact Capt. Bruce Strandhagen at 954-828-5080.
2.	Are you planning to have tents (with sides) for this event?YesXNo
	How many and what sizes?
	Name of Company:
Build	* <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 Building Department 54-828-6520.
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?
ΩĐI	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. ERATIONS/EMS
<u>QFI</u>	ERATIONS/ LPIS
Spec	* 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? YESNOX
2. W	/hat is your estimated sustained attendance? 40-50
3. 0	On-site contact? NAMESame as above PHONE
	inimum of 4 hours will be charged for all special event details. 45 minutes will be added to the pre and post nt times (totaling 1.5 hours), allowing for travel and preparation for the event.

		POLICE DEPA	RTMENT OUESTI	ONNAIRE		
1.	Does your event require use	of police vehicles?		Yes	No_X	
2.	Is this a new or previously h	eld event?	New	Previous	X	
	Previous date(s)?	Saturdays since Fe	ebruary 2011			
3.	Any established security, tra	ffic, or other appro	priate plan(s)?	Yes	NoX	
If yes, besides Fort Lauderdale Police, who will you be using for this plan? (private security company, volunteers, etc.)						
		N/A			·	
4.	Do you have an established If yes, who is your Police			Yes	No <u>X</u>	
		N/A				
5.	Any notable entertainers or	special circumstanc	ces scheduled for ye	our event? Yes	NoX	
	Who/What?	N/A				
Th	understand the off duty rate te hourly rate and costs to be tents "Cost Estimate" worksho	incurred by the ev	ent organizer will t	be quoted on the	City of Ft. Lauderd	ale Special
<u></u>	Same as above		•	er 21, 2012		
IN9	ame		Date			

SCHEDULE ONE

1. Name of Applicant: Ros Enterprises, Inc.

2. Name of Outdoor Event: Coral Ridge Market

3. Date and time of Event: Saturday's in October, November and December (9

AM- 3 PM)

Set Up (8 AM) Breakdown (4 PM)

4. Event Location: Parking lot of Plaza 3000, 3000 North Federal Hwy

5. Road Closings: No

6. Alcohol: No