



PARKS AND RECREATION DEPARTMENT

BEACH FOOD AND ALCOHOLIC BEVERAGES APPLICATION

PRD.BFABA

LICENSE APPLICATION FOR THE SALE, SERVICE, AND DELIVERY OF FOOD AND ALCOHOLIC BEVERAGES ON CITY BEACHES BY UPLAND HOTELS

PROCESS: Pursuant to Section 8-55.4, of the City's Code of Ordinances, the Parks and Recreation Department will review all applications from upland hotels for a license to sell, serve, and deliver food and alcoholic beverages on City beaches. Applicants will be notified via e-mail, if application does not meet the submittal requirements and if changes or additional information is required. Completed applications should be provided to the Parks and Recreation Department no later than November 1 in order to allow time to process the application for approval prior to January 1.

An application for a license to sell, serve, and deliver food and alcoholic beverages on the Public Beach for consumption by an upland hotel guest or any person who rents a beach chair from a city-approved beach concessionaire shall be submitted to the city's Parks and Recreation Department by email to cbean@fortlauderdale.gov on forms provided by the department and shall be subject to the minimum requirements set by the department. The Parks and Recreation Department is responsible for the processing and administration of license applications.

FEES: All application fees for the sale, service, and delivery of food and alcoholic beverages on city beaches are calculated at an amount equal to Twenty-Five Dollars (\$25) times the total number of guest rooms at Applicant's upland hotel and shall be due annually on January first of each year, and may be amended from time to time by the City Commission. In addition to the application fee, any additional costs incurred by the City shall be paid by the applicant. Any additional costs, which are unknown at the time of application, are later incurred by the City, shall be paid by the applicant prior to the issuance of the license.

LICENSE FEE: NUMBER OF HOTEL GUEST ROOMS X \$25.00


INSTRUCTIONS: The following information is required pursuant to Section 8-55.4 of the City's Code. The application must be filled out accurately and completely. Please print or type and answer all questions. Indicate N/A if does not apply.

SALE, SERVICE, AND DELIVERY OF FOOD AND ALCOHOLIC BEVERAGES ON CITY BEACHES APPLICATION




OWNERSHIP / OPERATOR INFORMATION	
PROPERTY OWNER / OPERATOR	CWI-GG RCFL Property Owner, LLC
PROPERTY OWNER SIGNATURE	
Address, City, State, Zip	272 E. Deerpath Road Suite 320, Lake Forrest, Illinois 60045
Phone Number / E-mail Address	{847} 482-8600
PROOF OF OWNERSHIP	Tax Record
AGENT AUTHORIZATION	Letter Provided
APPLICANT / AGENT'S NAME	Bosther Kusich
APPLICANT / AGENT'S SIGNATURE	
Address, City, State, Zip	1 N. Fort Lauderdale Beach Blvd, Ft. Lauderdale, FL 33304
Phone Number / E-mail Address	{954} 465-2300
	bosther.kusich@ritzcarlton.com

BUSINESS / HOTEL INFORMATION	
BUSINESS / HOTEL NAME	The Ritz Carlton Hotel Company, LLC
BUSINESS / HOTEL ADDRESS	1 N. Fort Lauderdale Beach Blvd
NUMBER OF HOTEL GUEST ROOMS	198
MULTIPLY X \$25	\$ 4,950
LICENSE FEE	







SUBMITTAL REQUIREMENTS:

-  **APPLICATION PACKAGE** consisting of the application above and following operational plan set and supporting documentation uploaded to the City of Fort Lauderdale's application webpage.

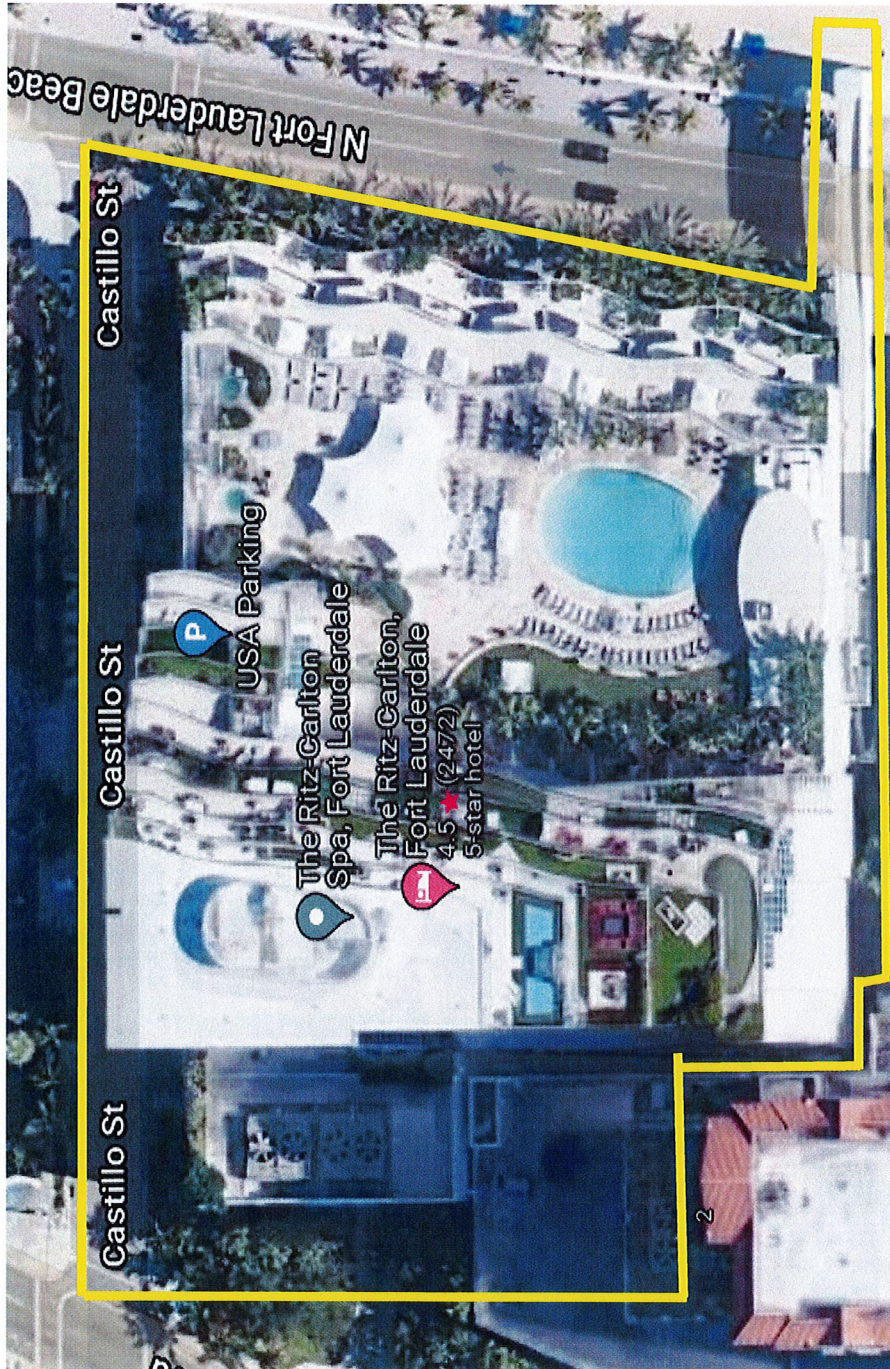
OPERATIONAL PLAN SET:

-  **SITE PLAN** depicting a layout of the hotel's property boundary lines and lines representing the extension of side boundary lines east into the Public Beach representing the proposed location for food and any beverage service on the Public Beach, a detailed description and design of a temporary beachfront structure, if any, including the material to be used for the structure. Any temporary beachfront structure plans shall satisfy all applicable permitting requirements of the City Code and shall be reviewed and processed by the City's Development Services Department.
-  **TRAFFIC CONTROL PLAN** with safety guidelines for service providers and hotel guests expected to cross State Road A1A or any other right-of-way in order to access the Public Beach to ensure no undue interference with the passage of the public on State Road A1A. The traffic control plan and personnel necessary to implement said plan shall be furnished at the sole cost and expense of each licensee.
-  **PLAN FOR THE CONTINUOUS CLEANUP** and deposit of all trash and debris in proper receptacles in compliance with sanitary facilities and any safety inspection requirements, as deemed necessary by the Fire-Rescue, Parks and Recreation Department, and Development Services Department;

SUPPORTING DOCUMENTATION:

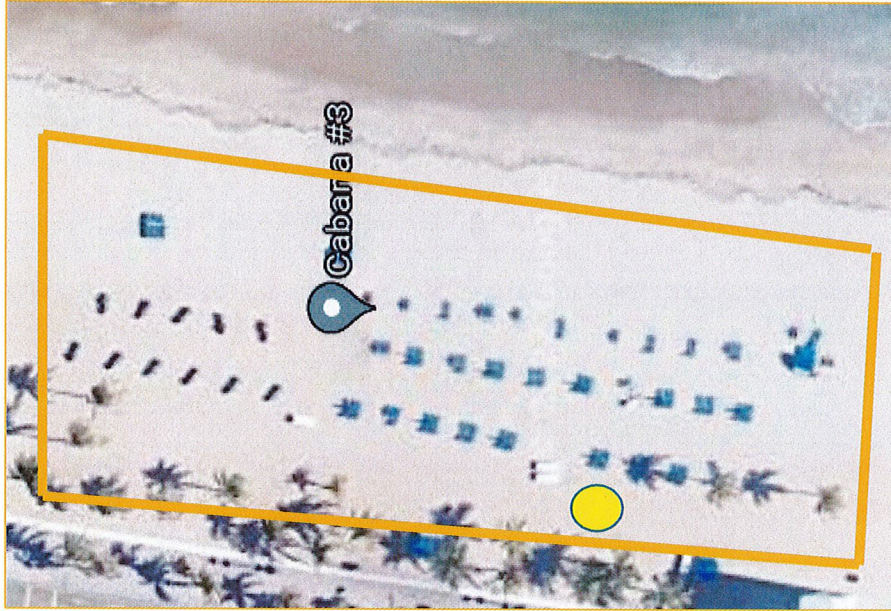
-  **APPLICATION** completed (all pages filled out as applicable)
-  **PROOF OF OWNERSHIP** (warranty deed or tax record), including corporation documents if applicable
-  **PROPERTY OWNERS SIGNATURE** and/or Agent Authorization Letter Signed by Property Owner
-  **CODE OF ORDINANCE NARRATIVES** providing point-by-point responses, on upland hotel's letterhead, dated, and signed by the upland hotel's owner/operator or authorized agent, referencing all applicable sections of the Code and indicating how the submittal complies with the criteria.
- o Food and/or beverages to be served, sold or delivered
 - o Policy to ensure that hotel guests and other customers consuming alcoholic beverages and all employees serving or otherwise handling alcoholic beverages are 21 years of age or older
 - o Policy to ensure service providers wear uniforms and name tags that identify the upland hotel as the employer, as more specifically set forth in the license application
 - o Describe the Mobile Point-of-Sale (POS) system that will be used and is compatible with other credit card processing software and necessary electronic equipment to facilitate and manage the food and beverage sale transactions to customers sitting in a city-approved beach concessionaire chair
 - o Statement of Commitment to the exclusive use of recyclable or reusable food and beverage containers, cutlery, and condiment packaging, that all clearly identify the upland hotel as the service provider
 - o Applicant's Hours of Operation on the Public Beach shall be limited to seven (7) days per week, between the hours of 10:00 a.m. through 6:00 p.m. for the months of October, November, December, January, February, March, April and May, and between the hours of 10:00 a.m. through 7:00 p.m. for the months of June, July, August, and September. Any change or deviation to these operating hours requires prior City Commission approval
 - o Statement of Compliance with all applicable federal, state and local laws.
-  **FOOD SERVICE LICENSE** that is current and active with the State of Florida,
-  **LIQUOR LICENSE** that is current and active with the State of Florida.

APPLICANT AFFIDAVIT		STAFF INTAKE REVIEW	
I acknowledge that the Required Documentation and Technical Specifications of the application are met:		For Staff use only:	
PRINT NAME:		LICENSE NUMBER:	
SIGNATURE:		REVIEWED BY:	
DATE:		DATE:	



The Ritz Carlton boundary lines

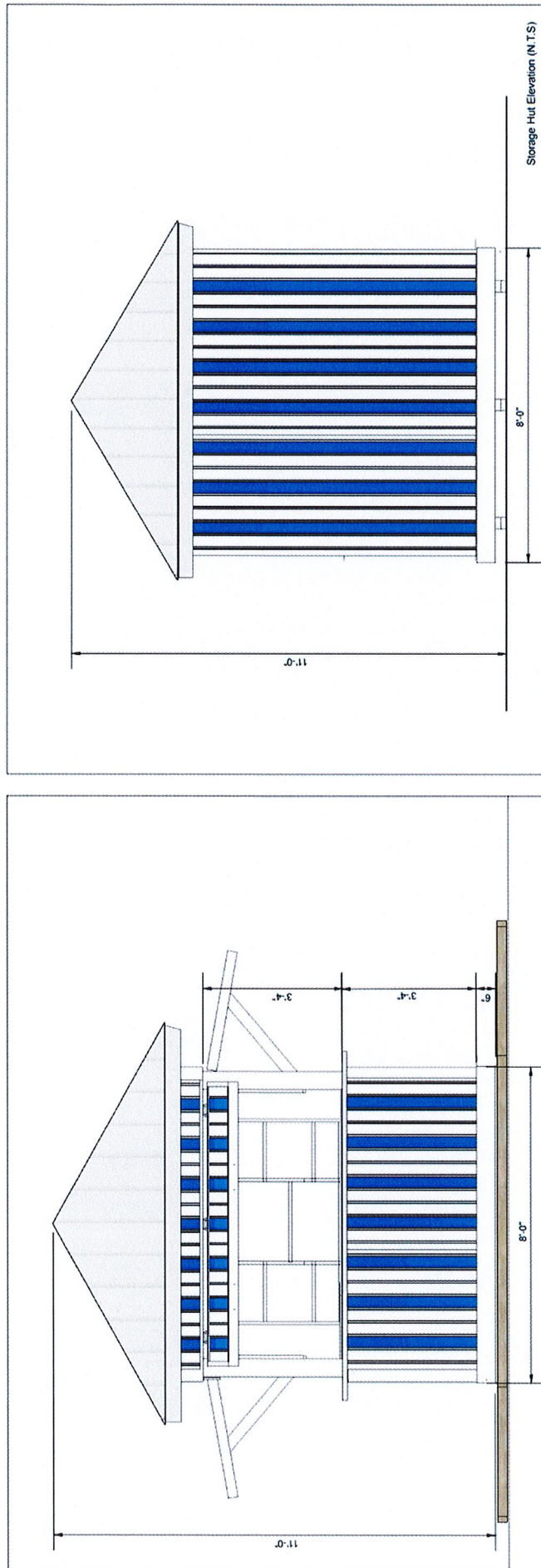
Lines representing the extension of side boundary lines east into the public beach representing the proposed location for food and beverage service on the public beach



Proposed location for beachfront structure

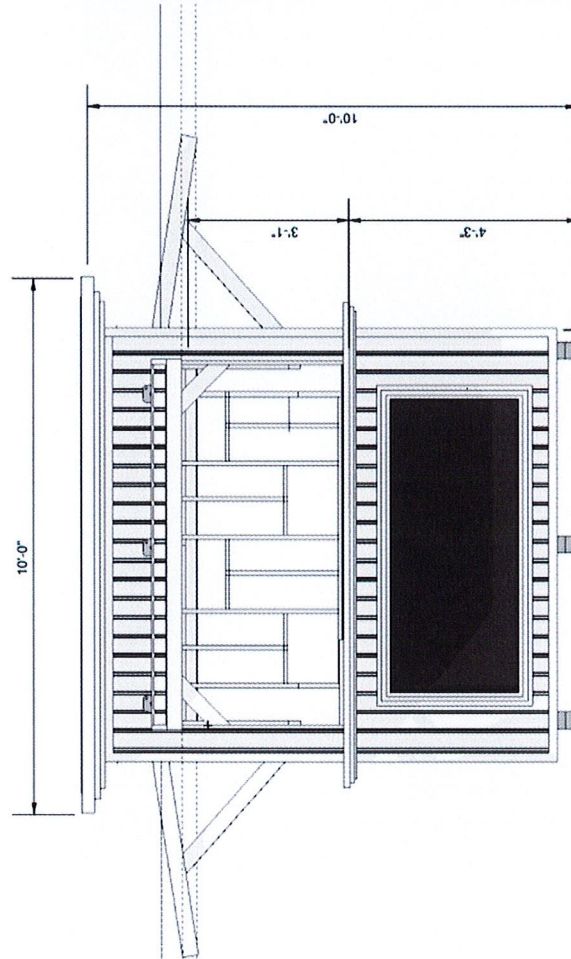


Beachfront Structure Option 1



Description
<ul style="list-style-type: none"> • Teak wood finish recommended due to its durability • Slanted roof generates partial sun exposure

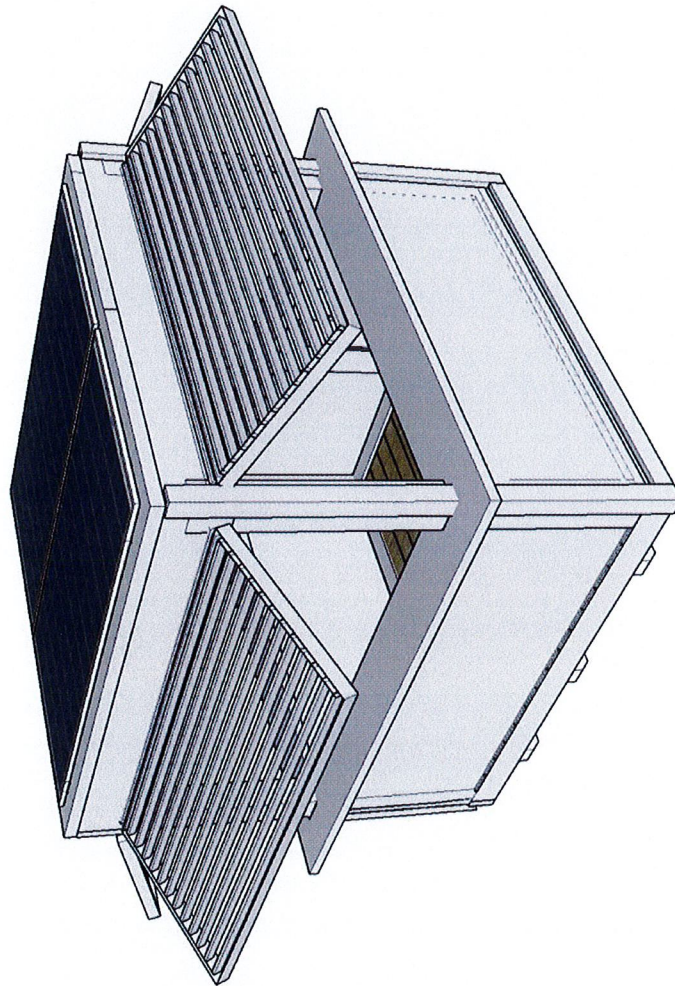
Beachfront Structure Option 2



Description

Teak wood finish recommended due to its durability

Beachfront Structure Option 3 – Operators preferred option



Description

- Teak wood finish recommended due to its durability
- Flat roof solar panel generates maximum sun exposure



City of Fort Lauderdale
Parks and Recreation Department
Beach Food & Alcoholic Beverages Division
701 S Andrews Avenue
Fort Lauderdale, Florida 33316

RE: The Ritz-Carlton, Fort Lauderdale - 1 North Fort Lauderdale Beach Boulevard.

Dear Sirs and Madams,

We are the Owner of The Ritz-Carlton, Fort Lauderdale located at the address referenced above. A copy of our warranty deed is attached for your convenience.

By this letter, we do hereby authorize Mr. Bosther Kusich, the General Manager of The Ritz-Carlton, Fort Lauderdale to represent Watermark Lodging Trust, Inc, on all matters related to the license application for the Sale, Service, and Delivery of Food & Beverage and Alcoholic Beverages on the City Beaches by upland Hotels.

Should you have any questions or require anything further, may contact Ms. Cassie Guerin, Vice President, Portfolio & Asset Management, Watermark Lodging Trust, Inc. at phone number (847) 482-8600 or email at guerin@watermarklodging.com or Mr. Bosther Kusich, General Manager at The Ritz-Carlton, Fort Lauderdale at phone number (954) 302-6440 or email at bosther.kusich@ritzcarlton.com

Sincerely,

A handwritten signature in cursive script that reads "Cassidy Guerin". The signature is written in dark ink and is positioned above a horizontal line.

Cassie Guerin
Vice President, Portfolio & Asset Management, Watermark Lodging Trust, Inc.

NCS: 721220
First American Title Ins. Co.
666 Third Avenue, 5th Floor
New York, NY 10017

E-RECORDED

simplified

ID: 113087692
County: Broward
Date: 7-2-15 Time: 2:21 PM

Prepared by and return to:

Jason A. Post, Esquire
Stearns Weaver Miller Weissler Alhadeff &
Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

Parcel ID No.:
504212-10-0260

SPECIAL WARRANTY DEED

THIS WARRANTY DEED (this "Deed") is given as of the 30th day of June, 2015, by **RCFL INVESTOR, LLC**, a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business at (and the mailing address of which is) 255 Alhambra Circle, Suite 600, Coral Gables, Florida 33134 ("Grantor") to **CWI-GG RCFL PROPERTY OWNER, LLC**, a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business at (and the mailing address of which is) 272 E. Deerpath Road, Suite 320, Lake Forest, Illinois 60045, ("Grantee").

WITNESSETH:

THAT GRANTOR, for and in consideration of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and legal sufficiency of which are hereby acknowledged by Grantor, has granted, bargained, and sold to Grantee, and Grantee's successors and assigns forever, all of the real property in Broward County, Florida, described in **Exhibit "A,"** which is attached hereto and, by this reference, made a part hereof, (the "Property");

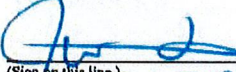
TOGETHER with (i), all and singular, the benefits, rights, privileges, easements, tenements, hereditaments, and other appurtenances pertaining to the Property, if any, and (ii) all improvements of whatever kind, character, or description to or on the Property, if any;

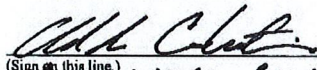
SUBJECT TO ad valorem taxes for the year 2015 and subsequent years, which are not yet due and payable, and other matters set forth on **Exhibit B** hereto (collectively, the "Permitted Exceptions").

GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of its interest in the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused these present to be executed and their seals to be affixed the day and year first above written.


WITNESSES:


(Sign on this line.)
JULIE LEVITT
(Print name legibly on this line.)


(Sign on this line.)
ALESSANDRO COLANTONIO
(Print name legibly on this line.)

RCFL INVESTOR, LLC

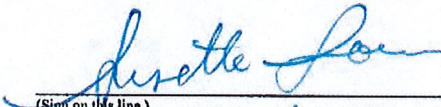
By: RCFL Holdco, LLC, its manager


By: Karim Alibhai
its President and Chief Executive Officer

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 24th day of June, 2015, by KARIM ALIBHAI as President RCFL Holdco, LLC, Delaware limited liability company, as manager of RCFL Investor, LLC, a Delaware limited liability company, on behalf of the limited liability company, who is personally known to me or has produced _____ as identification.




(Sign on this line.)
Lisette Lowen
(Print name legibly on this line.)

NOTARY PUBLIC, State of Florida
COMMISSION NO.: EE 867204
EXPIRATION DATE: May 22, 2017

(SEAL)

EXHIBIT A TO DEED

Legal Description

Parcel 1:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 12 and 13, Block 3, of Lauder Del Mar, according to the Plat thereof recorded in Plat Book 7, Page 30, of the Public Records of Broward County, Florida.

TOGETHER WITH that portion of the North one-half (N 1/2) of Avenue Valencia as shown on the Plat of Lauder Del Mar, recorded in Plat Book 7, Page 30, which is adjacent to Lots 5, 12 and 13, Block 3, resulting from the vacation of Valencia Street pursuant to Ordinance No. C-94-10 of the City Commission of the City of Fort Lauderdale, Florida, recorded August 1, 1994, in Official Records Book 22440, Page 671, of the Public Records of Broward County, Florida.

Parcel 2:

Lot 9, Block 3, of Lauder Del Mar, according to the Plat thereof recorded in Plat Book 7, Page 30, of the Public Records of Broward County, Florida.

LESS AND EXCEPT the land conveyed to the City of Fort Lauderdale contained in Special Warranty Deed recorded in Official Records Book 24212, Page 873, of the Public Records of Broward County, Florida.

LESS AND EXCEPT, FROM PARCEL 1 AND PARCEL 2, THE FOLLOWING CONDOMINIUMS:

All of Castillo Grand Residences, a Condominium, according to the Declaration of Condominium of Castillo Grand Residences, a Condominium made by Castillo Grand, LLC, a Florida limited liability company, dated May 8, 2007, and recorded June 6, 2007, in Official Records Book 44145, at Page 385, et seq., of the Public Records of Broward County, Florida, together with its undivided interest or share in the common elements appurtenant thereto, and any amendments thereto,

AND

All of Castillo Grand Hotel Condominium Residences, a Condominium, according to the Declaration of Condominium of Castillo Grand Hotel Condominium Residences, a Condominium made by Castillo Grand, LLC, a Florida limited liability company, dated May 10, 2007, and recorded June 6, 2007, in Official Records Book 44145, at Page 504, et seq., of the Public Records of Broward County, Florida, together with its undivided interest or share in the common elements appurtenant thereto, and any amendments thereto.

Parcel 3:

Easement for ingress/egress and underground utilities for the benefit of the above described parcel as created by and set forth in that certain Lease Agreement dated March 20, 2001, executed by and between City of Fort Lauderdale, a municipal corporation, and Castillo Grand L.L.C., a Florida limited liability company, recorded March 22, 2001, in Official Records Book 31401, at Page 1823, over and across the lands described in Exhibit "A" attached thereto and made a part thereof; Said Lease having been amended by that certain First Amendment to Lease Agreement recorded in Official Records Book 31614, at Page 821; as further amended by that certain Second Amendment to Lease Agreement recorded in Official Records Book 35393, at Page 1341, and Amendment recorded in Official Records Book 41842, Page 1256, of the Public Records of Broward County, Florida.

Parcel 4:

Non-exclusive easements for underground utilities and pedestrian ingress and egress for the benefit of Parcel 1 and Parcel 2, above as created by and set forth in that certain Utilities and Pedestrian Easement Deed dated April 26, 2001, executed by and between City of Fort Lauderdale, a municipal corporation, and Castillo Grand L.L.C., a Florida limited liability company, recorded May 7, 2001, in Official Records Book 31564, at Page 1254, of the Public Records of Broward County, Florida, over, along, through, within, above and below the lands described in Exhibit "A" attached thereto and made a part thereof.

EXHIBIT B TO DEED

Permitted Exceptions

1. The lien of the taxes for the year 2015 and all subsequent years, which are not yet due and payable.
2. All of the terms and provisions set forth and contained in that certain unrecorded lease, between the City of Fort Lauderdale, as Lessor, and Castillo Grand LLC, as Lessee, as evidenced by that certain Lease Agreement, recorded in Book 31614, Page 821; as affected by that certain Second Amendment to Lease Agreement, recorded in Book 35393, Page 1341; as further affected by that certain Second Amendment to Lease Agreement, recorded in Book 41842, Page 1256; as further affected by that certain Fourth Amendment to Lease Agreement, recorded in Book 49997, Page 1930; as further affected by that certain Assignment and Assumption of Lease Agreement by and between Castillo Grand LLC and RCFL Investor, LLC, recorded in Book 49997, Page 1944; as further affected by that certain Lease Estoppel Certificate given by City of Fort Lauderdale to RCFL Investor LLC, recorded in Book 49997, Page 1960. (as to Parcel 3)
3. The terms, provisions, and conditions, as contained in that certain Agreement, by and between the City of Fort Lauderdale, and Castillo Grand LLC, recorded in Book 31401, Page 1869; as affected by that certain First Amendment to Overpass Agreement, recorded in Book 35393, Page 1347; as affected by that certain Second Amendment to Overpass Agreement, recorded in Book 49997, Page 1937; as affected by that certain Assignment and Assumption of Pedestrian Overpass Agreement, by and between Castillo Grand LLC and RCFL Investor, LLC, recorded in Book 49997, Page 1952; as further affected by that certain Overpass Agreement Estoppel Certificate, given by the City of Fort Lauderdale to RCFL Investor, LLC, recorded in Book 49997, Page 1963. (as to Parcel 1)
4. The terms, provisions, and conditions, as contained in that certain Utilities and Pedestrian Easement Deed by and between the City of Fort Lauderdale and Castillo Grand LLC, recorded in Book 31564, Page 1254. (as to Parcel 4) 12. Easement, granted to Florida Power & Light Company, recorded in Book 39736, Page 1502. (as to Parcels 3 and 4)
5. Utility Easement, given by Castillo Grand LLC to the City of Fort Lauderdale, recorded in Book 43882, Page 282. (as to Parcel 2)
6. Declaration of Master Covenants, Restrictions and Easements for the Castillo Grand, which contains provisions for a private charge or assessments, and provides for a right of first refusal or the prior approval of a future purchaser or occupant, recorded in Book 44144, Page 1124; as affected by that certain Assignment of Developer's Rights, given by Castillo Grand LLC to RCFL Investor, LLC, recorded in Book 50004, Page 1361, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (as to Parcels 1 and 2)

7. The terms, provisions, restrictive covenants, conditions, reservations, rights, duties and easements contained in the Declaration of Condominium for Castillo Grand Residences, a Condominium, together with any Exhibits annexed thereto, recorded in Book 44145, Page 385; as affected by that certain Certificate of Amendment to the Declaration of Condominium of Castillo Grand Residences, a Condominium, recorded in Book 49631, Page 763; and as may be further amended from time to time. (as to Parcels 1 and 2)
8. The terms, provisions, restrictive covenants, conditions, reservations, rights, duties and easements contained in the Declaration of Condominium for Castillo Grand Hotel Condominium Residences, together with any Exhibits annexed thereto, recorded in Book 44145, Page 504; as affected by that certain Assignment of Declarant's Rights, given by Castillo Grand LLC to RCFL Investor, LLC, recorded in Book 50004, Page 1365; and as may be further amended from time to time. (as to Parcels 1 and 2)
9. Covenants, conditions, and restrictions as set forth in that certain Declaration of Restrictions made by Castillo Grand LLC, recorded in Book 44188, Page 824, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (as to Parcels 1 and 2)
10. The terms, provisions, and conditions, as contained in that certain Valet Parking Agreement by and between the City of Fort Lauderdale and Castillo Grand LLC, recorded in Book 44363, Page 1315. (as to Parcels 1 and 2)
11. The terms, provisions, and conditions, as contained in that certain Unrecorded Operating Agreement by and between Castillo Grand LLC, as Owner, and The Ritz-Carlton Hotel Company, L.L.C., as Operator, which includes terms and restrictions relating to hotel financing and owner's ability to sell or transfer interests; as evidenced by that certain Memorandum of Operating Agreement, recorded in Book 45614, Page 687; as affected by that certain Amendment to Memorandum of Operating Agreement, recorded in Book 50004, Page 1353; as further affected by that certain Subordination, Non-Disturbance and Attornment Agreement, by and between SunTrust Bank and The Ritz-Carlton Hotel Company, L.L.C., recorded in Book 50004, Page 1369. (as to Parcels 1 and 2)
12. Grant of Easement, given by Castillo Grand LLC to Comcast of Florida, recorded in Book 47834, Page 647. (as to Parcels 1 and 2)
13. Setback lines set forth by the Plat of the Broward County Coastal Construction Control Line fast revised October 9, 1981, recorded, in Miscellaneous Plat Book 6, Page 10, pursuant to Section 161.053, Florida Statutes, as depicted on the Survey attached to the Declaration of Condominium for Castillo Grand Hotel Condominium Residences, a Condominium, recorded in Book 44145, Page 504. (as to Parcel 1)
14. Rights of parties in possession, as transient hotel guests.

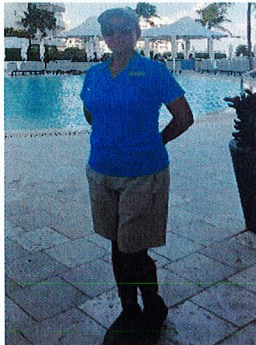


THE RITZ-CARLTON

FORT LAUDERDALE

Code of Ordinances Narratives

- Food and/or beverages to be served, sold or delivered
 - Food and beverage strictly will be served only to the guests in the concessioner provided beach chairs directly across from the resort. Full service food and beverage experience; taking orders, preparing items and deliver them to the guest.
- Policy to ensure that hotel guests and other customers consuming alcoholic beverages and all employees serving or otherwise handling alcoholic beverages are 21 years of age or older
 - Disclosure on menu stating 21+.
 - All service staff are certified in Food Safety and Tips Training certified by the Florida DPBR. This is to ensure proper service of food and beverage including alcohol.
- Policy to ensure service providers wear uniforms and name tags that identify the upland hotel as the employer, as more specifically set forth in the license application
 - All service staff to be in proper uniform to include a Polo shirt with Ritz Carlton logo, and nametag identifying staff member name and place of work.
 -



- Describe the Mobile Point-of Sale (POS) system that will be used and is compatible with other credit card processing software and necessary electronic equipment to facilitate and manage the food and beverage sales transactions to customers sitting in a city-approved beach concessionaire chair
 - Server will accept credit cards and room charges as methods of payment through the resort existing POS system.
- Statement of Commitment to the exclusive use of recyclable or reusable food and beverage containers, cutlery, and condiment packaging, that all clearly identify the upland hotel as the service provider



THE RITZ-CARLTON

FORT LAUDERDALE

○



- Applicant's Hours of Operation on the public beach shall be limited to seven (7) days per week, between the hours of 10:00 a.m. through 6:00 p.m. for the months of October, November, December, January, February, March, April and May, and between the hours of 10:00 a.m. through 7:00 p.m. for the months of June, July, August, and September. Any change or deviation to these operating hours requires prior City Commission approval
 - Service to mirror hours of operation of the beach chairs in front of the Resort with overall service hours not to exceed 10am – 6pm.

General Manager Signature _____

General Manager Name Printed _____

Title _____

Property Name _____

Date _____



THE RITZ-CARLTON

FORT LAUDERDALE

Code of Ordinances Narratives

- Statement of Compliance with all applicable federal, state and local laws
 - In accordance with the Beach Food and Alcoholic Beverages Application, I hereby certify that The Ritz-Carlton Fort Lauderdale complies with all applicable federal, state and local laws.

General Manager Signature

General Manager Name Printed

Bosther Kusich

Title

General Manager

Property Name

The Ritz-Carlton, Fort Lauderdale

Date

12/20/22



2023 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/22

This Certificate Expires on December 31, 2023

Business Name and Location Address

Certificate Number

THE RITZ CARLTON HOTEL COMPANY LLC
THE RITZ CARLTON, FT LAUDERDALE
1 N FORT LAUDERDALE BEACH BLVD
FT LAUDERDALE, FL 33304-4392

16-8014887332-5

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIV OF ALCOHOLIC BEVERAGES & TOBACCO
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

850.487.1395

**RITZ CARLTON HOTEL COMPANY LLC (THE)
RITZ CARLTON FT LAUDERDALE (THE)
610 SMITHFIELD STREET
SUITE 300
C/O FLAHERTY & O'HARA, P.C.
PITTSBURGH PA 15222**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RON DESANTIS, GOVERNOR

MELANIE S. GRIFFIN, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIV OF ALCOHOLIC BEVERAGES & TOBACCO**

LICENSE NUMBER	SERIES TYPE
BEV1618155	3M

**The RETAILER OF ALCOHOLIC BEVERAGES
Named below IS LICENSED
Under the provisions of Chapter 561 FS.
Expiration date: MAR 31, 2023**

**RITZ CARLTON HOTEL COMPANY LLC (THE)
RITZ CARLTON FT LAUDERDALE (THE)
1 NORTH FT LAUDERDALE BEACH BLVD
FORT LAUDERDALE FL 33304**

**CANNOT MOVE FROM
THIS LOCATION**

ISSUED 03/03/2022 DISPLAY AS REQUIRED BY LAW SEQ # L2203030000745

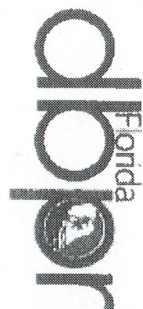


Ron DeSantis, Governor

Melanie S. Griffin, Secretary

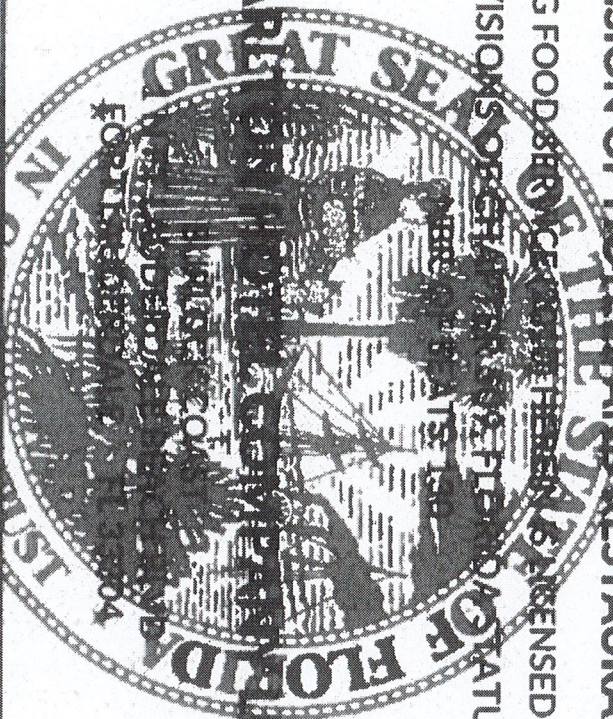
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION



DIVISION OF HOTELS AND RESTAURANTS

THE SEATING FOOD SERVICE LICENSEE IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 349, FLORIDA STATUTES



RITZ-CARLTON HOTEL MIAMI BEACH, LLC (THE)

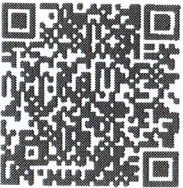
LICENSE NUMBER SEA 1621852

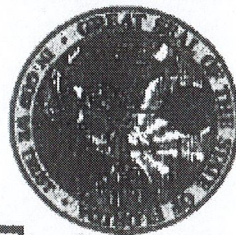
EXPIRATION DATE: DECEMBER 1, 2023

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION



DIVISION OF HOTELS AND RESTAURANTS

THE HOTEL 2000 HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 200, FLORIDA STATUTES



THE HOTEL 2000 LLC

LICENSE NUMBER: H01-620849

EXPIRATION DATE: DECEMBER 1, 2023

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Emergency Removal of Equipment from Premises

Boucher Brothers realizes the critical significance of having a comprehensive, manageable evacuation plan. Whether it be because of unsafe weather conditions, large scale special events or any other situation that may arise, Boucher Brothers will be able to quickly, safely remove and store all equipment in a secure location off the beach.

Hurricane/Storm Procedures

Evacuations or removals occur in varying degrees and not all are hurricane or tropical storm related.

All require anticipation and preparation, with the following goals in no particular order:

1. Not interfere with City's ongoing activities/plans.
2. Cause as little inconvenience to beachgoers as possible.
3. Remove and store equipment in a manner that allows the fastest restoration of beach concession operations.
4. Coordinate with Beach Safety and especially Beach Maintenance for scheduling.
5. Understanding of restrictions in place during Turtle Season and procedures to be followed for special permission or waivers.
6. Forecasts of sustained high wind events may require a pre-emptive movement of equipment. The type and amount of equipment to be relocated or removed and stored will be determined by a number of factors.
 - Force of wind
 - Direction of wind
 - Duration of Event
 - Tide levels
 - Time of year

Boucher Brothers has storage space and owns an indoor warehouse. There is adequate capacity to store all rental equipment in our warehouse.

Boucher Brothers has done various levels of evacuation dating back to Hurricane Andrew in 1992 through super storm Sandy. We know what works and what does not as a result of 33 years of firsthand experience on Florida's beaches. We are able to remove and store all rental equipment from the beachfront within (1) one hour of notification by appropriate City authorities and within twenty four (24) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management. Should any vehicle larger than an ATV be required to move equipment on or off the beach, Boucher Brothers we request the proper approval from the City and make sure that Ocean Rescue staff escorts us on and off the beach.



Hurricane Preparation/Evacuation Plan

Aside from moving the chairs, umbrellas and cabanas off the beach we will also move all the on-beach storage facilities. Moving of all equipment and storage facilities will typically start to take place within 15 minutes after the evacuation is put in to effect. This process will take from 3 to 4 hours. The storage units will be moved to one of Boucher Brothers Management's off-beach storage locations.

Additionally, Boucher Brothers owns service pickup trucks and flatbed trailers which will aid in the transporting of equipment off the beach in case of a hurricane watch. These trailers will be used to move the lounge chairs, beach umbrellas, cabanas and storage units from the beach to the storage area.

Situational Awareness

- Boucher Brothers has a trained Evacuation Team. There is 1 team member responsible for charting any disturbances on the Atlantic Ocean during Hurricane Season. This is the same person responsible for tracking and reporting all inclement weather for water sports and beach rental purposes year-round.
- One team member is stationed in the main office and the other four are stationed out in the field. It is this team member who will report to the Executive Team and Ownership of the company (One of the Boucher Brothers) whenever a hurricane watch is in effect for the Mid-Atlantic.
- Once the president of the company has been advised that a hurricane watch has been issued for the Broward County, FL area by the National Hurricane Center, it is he/she who will communicate with the city and act upon their decision to implement the Evacuation Plan.
- In order to be fully informed of any developments relating to the hurricane, there is an Evacuation Team member who is responsible for monitoring any information, recommendations or updates released by Broward County Office of Emergency Management and the Emergency Operations Center. This team member is also responsible for monitoring the EOC's Evacuation Zone Map.

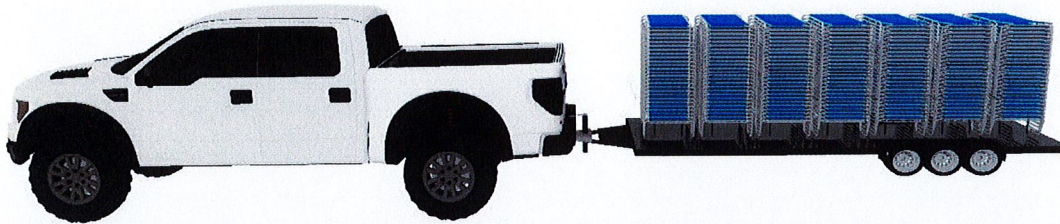
Action Plan

- Within minutes after our Evacuation Plan is called into effect, the Area Director is contacted. The Area Director then contacts the manager with the decision to evacuate. The Area Director then contacts all Boucher Brothers Staff under their supervision and informs them that the Evacuation Plan is in effect.
- Within minutes after receiving word that we are evacuating, the Attendants immediately close down all concessions where beach rentals and sales operations take place.
- Boucher Brothers Staff is not only responsible for assisting in the moving of all beach equipment during a hurricane watch evacuation, but also of informing all beach patrons of the situation. Once all sales/rental operations are shut down, Boucher Brothers staff and Evacuation Team members will advise the people on the



beach that, for their safety, they should leave and evacuate the beach area. This will typically start to take place within 15 minutes after Evacuation Plan is implemented and will continue throughout the entire evacuation process.

- During the evacuation process, Boucher Brothers staff will be supervised and provided with guidance by their Area Director to complete the removal process.





Hurricane Checklist

Pre-Storm

- A week prior to potential storm Directors will meet to discuss Hurricane Prep.
- Verify that the Driver's Licenses of all members operating vehicles during storm are in good standing.
- Contact City and County Personnel (City) to understand respective expectations.
- Managers must submit paperwork to the office prior to the storm.
- Time cards must be checked pre and post storm prior to being turned in.
- Create Director Lead Task Teams.
- Establish 1 person as the point of contact to answer any questions the City may have.
- Count and inspect all inventory (Chairs, cushions, beds, bed cushions, lotions, etc.)
- Find an alternative option, other than cables, to secure all chairs.
- All white storage boxes will be labeled with inventory count and location name (Painters Tape)
- All chairs to be neatly stacked by the dunes the night before evacuation.



- All staff to be on call. (Includes but not limited to Cashiers, Beach Attendants, Hourly & Salary Employees, etc.)
- Remove all tarps from the beach (Should not be utilized if wind exceeds 30 MPH)

Post-Storm

- Contact the City and request approval to deploy equipment.
- Provide City with tentative schedule for commencement of normal operations.
- Follow the Priority List when returning equipment.
- Count and inspect all inventory (Chairs, cushions, beds, bed cushions, lotions, etc.)
- Submit work orders to Maintenance for beach storage box needing paint touch ups and repairs.

Hurricane Safety Tips

BEFORE A HURRICANE:

- Have a disaster plan.
- Have a pet plan. Before a storm threatens, contact your veterinarian or local humane society for information on preparing your pets for an emergency.
- Board up windows.
- Bring in outdoor objects that could blow away.
- Make sure you know which county or parish you live in.
- Know where all the evacuation routes are.



- Prepare a disaster supplies kit for your home and car. Have enough food and water for at least 3 days. Include a first aid kit, canned food and a can opener, bottled water, battery-operated radio, flashlight, protective clothing and written instructions on how to turn off electricity, gas, and water.
- Have a NOAA weather radio handy with plenty of batteries, so you can listen to storm advisories.
- Have some cash handy. Following a hurricane, banks and ATMs may be temporarily closed.
- Make sure your car is filled with gasoline.

DURING A HURRICANE:

- Stay away from low-lying and flood prone areas.
- Always stay indoors during a hurricane, because strong winds will blow things around.
- Leave mobile homes and to go to a shelter.
- If your home isn't on higher ground, go to a shelter.
- If emergency managers say to evacuate, then do so immediately.

AFTER A HURRICANE:

- Stay indoors until it is safe to come out.
- Check for injured or trapped people, without putting yourself in danger.
- Watch out for flooding which can happen after a hurricane.
- Do not attempt to drive in flooding water.
- Stay away from standing water. It may be electrically charged from underground or downed power lines.
- Don't drink tap water until officials say it's safe to do so.

Plan For The Continuous Cleanup

- All food and beverage items will be presented in recycled to go containers along with fully compostable and biodegradable containers with compostable lids and straws.
- Beach Runner will bring all items to the guest and will collect all the containers and bring back to hotel trash to dispose.
- Beach Runner will be responsible for doing 15min area checks of all beach areas for any trash and will collect for disposal. All used items will be collected and brought back to the resort to be properly disposed in recycling and composting bins.

Traffic Control Plan

- All service staff will cross A1A only at the designated corner nearest the Resort and only when given visual authority of the green light in the crosswalk.
- Food and Beverage offerings will be from Burluck Coast, the outlet directly facing the beach on the ground floor. All menu items will be selected because of their ability to travel well and ease of consumption on the beach. Hot and cold items will be offered.
- Tiki Hut (structure) will be built to house POS system along with significant portion of beverage offerings, this will alleviate the need to cross A1A for beverage orders as most beverage orders will be completed with items on hand in the hut.