

① ✓ 9/17/15 #116 ②

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Event Agreement: COCONUTS BAHAMA GRILL, LLC OYSTER FEST

CAM: 15-1074 CM-1 CCM: 9/1/2015

Routing Origin: ☒ CAO Also attached: ☒ copy of CAM ☒ Original Documents

City Attorney's Office: Approved as to Form 1 Originals and Delivered to City Manager

Assistant City Attorney: *cjc*

CIP FUNDED ☐ YES ☒ NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects 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, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) **City Manager:** Please sign as indicated and forward 1 original to City Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Retains one original and forwards the Original Route form to Jeff Meehan 6075

☒ Original Route form to Jeff Meehan

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

COCONUTS BAHAMA GRILL, LLC, a Florida limited liability company, whose principal place of business is 429 Seabreeze Blvd., Fort Lauderdale, Florida 33316 and who is referred to hereinafter as "Applicant" or "Sponsor".

WHEREAS, the Applicant wishes to hold an outdoor event and has submitted an application pursuant to the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the Applicant is willing to obtain the requisite insurance, and is willing to indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event; and

WHEREAS, on September 1, 2015, 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 "OYSTER FEST" (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 and Site Map (if applicable), 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) The Applicant shall coordinate with the City's Department of Transportation and Mobility who shall review the event application and determine necessary parking requirements.
- (5) 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. This shall be evidenced by a permit by the appropriate entity.
- (6) 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.
- (7) 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.
- (8) 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.

- (9) 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.
- (10) 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.
- (11) 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.
- (12) If the event includes the sale, possession, or consumption of alcohol within the beach area, the Applicant shall submit:
 - (1) a written plan designating the event dates and hours for sale of alcoholic beverages, and
 - (2) a written plan for enclosing, restricting or controlling access to the special event area, which must be approved by the police, Parks and Recreation Departments and any other governmental agency that may have jurisdiction;

4. Outdoor Event Site.

The City does not warranty that the event site will be available during the approval event period. Further, no such warranty is granted as to the suitability of the event site for the particular event activity. Any and all event sites may be subject to change and/or relocation upon the written direction of the City Manager.

5. 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.

6. 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 (14) 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.

7. 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, suspend, modify or terminate the event or any portion upon his written determination or in the event any of the elements of the agreement are violated.

8. 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.

9. Limitation of Liability

- (1) The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$100.00. Applicant hereby expresses its willingness to enter into this Agreement with Applicant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$100.00.
- (2) Accordingly, and notwithstanding any other term or condition of this Agreement, Applicant hereby agrees that the City shall not be liable to Applicant for damages in an amount in excess of \$100.00, for any action for breach of contract or for

any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

10. 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.

11. Venue.

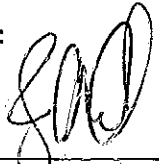
Venue to enforce the provisions of this agreement shall be Broward County, Florida.

12. Incorporation.

This Outdoor Event Agreement, together with the attached Schedule One and Site Map (if applicable), 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

ATTEST:



JEFFREY A. MODARELLI
City Clerk

CITY OF FORT LAUDERDALE



LEE R. FELDMAN, City Manager

Approved as to form:



COLE J. COPERTINO
Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:

Samantha Rodriguez

Samantha Rodriguez

[Witness print/type name]

[Signature]

Keisha Carter

[Witness print/type name]

COCONUTS BAHAMA GRILL, LLC., a
Florida limited liability company.

By [Signature]
ELLIOT WOLF, Managing Member

STATE OF FLORIDA:
COUNTY OF BROWARD:

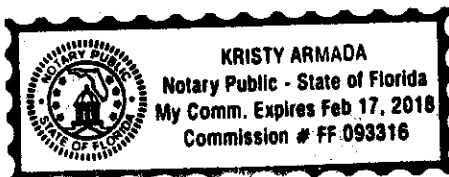
The foregoing instrument was acknowledged before me this 31 day of
August, 2015, by ELLIOT WOLF as Managing Member of COCONUTS
BAHAMA GRILL, LLC, a Florida limited liability company who is: ☒ personally known to
me or ☐ has produced _____ as identification.

(SEAL)

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

Kristy Armada
Print Name of Notary

#FF093316 2/17/2018
Commission number and expiration date



8/28/15

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name**Florida Limited Liability Company

COCONUTS BAHAMA GRILL, LLC

Filing Information

Document Number	L05000025185
FEI/EIN Number	202487048
Date Filed	03/11/2005
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/10/2008
Event Effective Date	NONE

Principal Address429 SEABREEZE BLVD.
FT. LAUDERDALE, FL 33316Mailing Address429 SEABREEZE BLVD.
FT. LAUDERDALE, FL 33316Registered Agent Name & AddressDEVINE GOODMAN RASCO & WELLS, P.A.
777 BRICKELL AVENUE
SUITE 850
MIAMI, FL 33131

Name Changed: 01/25/2013

Address Changed: 01/25/2013

Authorized Person(s) Detail**Name & Address**

Title MGRM

WOLF, ELLIOT
1710 NE 43RD ST
FORT LAUDERDALE, FL 33334Annual Reports

Report Year	Filed Date
2013	01/25/2013
2014	01/08/2014
2015	02/19/2015

Document Images

02/19/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
02/24/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
03/10/2008 -- LC Amendment	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
04/20/2006 -- ANNUAL REPORT	View image in PDF format
03/11/2005 -- Florida Limited Liabilites	View image in PDF format

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State of Florida, Department of State

Memorandum

To: Cynthia A. Everett, City Attorney

From: Jeff Meehan, Outdoor Event Coordinator

Date: July 22, 2015

Re: Request for Event Agreement

Oyster Fest 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:

[Signature] 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.

[Signature] City Fire Department has reviewed the application and approved the proposed safety and staffing plan (contingent upon compliance with the Florida Fire Prevention Code and passing any required inspections). ** pending Risk Management Approval **

[Signature] 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).

[Signature] City Building Department has reviewed and approved the proposed use of temporary structures and electrical facilities.

[Signature] City Parks and Recreation Department has reviewed and approved the proposed set-up, clean-up plan.

[Signature] Other City Department: Parking has reviewed and approved the proposed plan.

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



CERTIFICATE OF LIABILITY INSURANCE

COCON-3

OP ID: LH

DATE (MM/DD/YYYY)

07/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc Suite 400 1401 Forum Way West Palm Beach, FL 33401 Chris Shea		CONTACT NAME: Andrea Sayger PHONE (A/C, No, Ext): 561-686-2266 FAX (A/C, No): 561-686-2313 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Underwriters at Lloyds London	
		INSURER B: Comp Options Ins Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	ARPW7172310	01/04/2015	01/04/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Emp Benef \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AR PQ7172310	01/04/2015	01/04/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A	WC810008002001	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Liquor Liability		AR PQ7172310	01/04/2015	01/04/2016	Limit 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Event-2nd Annual Oyster Fest
The City of Ft. Lauderdale is listed as additional insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Ft. Lauderdale 1350 W. Broward Blvd. Ft. Lauderdale, FL 33312	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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POS SALES RECEIPT

Receipt # 713542
Payment Date: 07/17/15
Household #: 85636

City of Fort Lauderdale
1350 W Broward Blvd
Fort Lauderdale FL 33312

Coconuts Bahama Grill
429 Seabreeze Blvd
Fort Lauderdale FL 33316

Cell Ph: (954)525-2421

Phone:

POS Transaction Details

Misc:	Quantity	Jazz Brunch Sponsor, 5001	Fees + Tax	Discount	Prev Paid	Cur Paid	Amount Due
		1	100.00	0.00	0.00	100.00	0.00
Processed on 07/17/15 @ 15:17:50 by KYL			FEES CHARGED ON NEW LINE ITEMS (+)				100.00
			DISCOUNT APPLIED AGAINST THESE FEES (-)				0.00
			TAX CHARGED ON NEW FEES (+)				0.00
			NEW AMOUNT DUE				100.00
			PREVIOUS NET HOUSEHOLD BALANCE				0.00
			TOTAL DUE				100.00
			NEW FEES PAID ON THIS RECEIPT (-)				100.00
			TOTAL PAID				100.00
			NEW NET HOUSEHOLD BALANCE				0.00

Payment of ==> 100.00 Made By ==> CHECK With Reference ==> CK#21593; Even App



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

**DIV OF ALCOHOLIC BEVERAGES & TOBACCO
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

850.487.1395

**COCONUTS BAHAMA GRILL LLC
COCONUTS BAHAMA GRILL
429 SEABREEZE BLVD
FORT LAUDERDALE FL 33316**

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!



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

BEV1606863 ISSUED: 03/24/2015

**RETAILER OF ALCOHOLIC BEVERAGES
COCONUTS BAHAMA GRILL LLC
COCONUTS BAHAMA GRILL**

**IS LICENSED under the provisions of Ch. 565 FS.
Expiration date : MAR 31, 2016 L1503240003932**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	SERIES
BEV1606863	4COP

**The RETAILER OF ALCOHOLIC BEVERAGES
Named below IS LICENSED
Under the provisions of Chapter 565 FS.
Expiration date: MAR 31, 2016**

**COCONUTS BAHAMA GRILL LLC
COCONUTS BAHAMA GRILL
429 SEABREEZE BLVD
FORT LAUDERDALE FL 33316**



ISSUED: 03/24/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1503240003932



CITY OF FORT LAUDERDALE OUTDOOR EVENT APPLICATION

Fee must accompany application

Application received:

At least 60 days prior to event \$100.00
59 to 30 days prior to event \$150.00
29 to 14 days prior to event \$200.00
14 to 7 days prior to event \$250.00*
Less than 7 days prior to event \$300.00*

*Must be approved by City Manager or designee

~~Application must be filled out completely~~

~~Please submit by EMAIL at least 60 days ahead of 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

PART I: EVENT REQUEST

Event name: Oyster Fest

Purpose of event (check one): ☐ Fundraiser ☐ Awareness ☐ Recreation ☒ Other Promotion

Requested location: 429 Seabreeze Blvd. Fort Lauderdale, FL 33316

Estimated daily attendance: 750

Requested dates and time of event:

	DATE	DAY	BEGIN	END
EVENT DAY 1:	<u>10/15/15</u>	<u>Thursday</u>	<u>6PM</u> AM/PM	<u>10PM</u> AM/PM
EVENT DAY 2:	<u>10/16/15</u>	<u>Friday</u>	AM/PM	AM/PM
EVENT DAY 3:	<u>10/17/17</u>	<u>Saturday</u>	AM/PM	AM/PM
SETUP:	<u>10/14/15</u>	<u>Wednesday</u>	AM AM/PM	
BREAKDOWN:	<u>10/18/15</u>	<u>Sunday</u>		AM AM/PM

Has this event been held in the past? ☐ Yes ☒ No

If yes, please list past dates and locations: _____

Detailed event description (include activities, entertainment, vendors, etc.): Coconuts and G&B Oyster Bar's Oyster Fest will include live music, tailgate games, a variety of food stations (GB Oyster Bar and Coconuts to provide food, craft beer, and specialty cocktails. Prizes, games, and contest under the Oyster Fest Tent (rental company: Elite Tent Co.) (photobooth company Shuttebox) The tented area will be used Thursday, Friday and Saturday. Thursday is the main event and the actual "Oyster Fest" Friday and Saturday will include live bands, but will not have guests being served under the tents and will not have a wrist band entrance.

PART II: APPLICANT

Organization name: Coconuts Bahama Grill

Address: 429 Seabreeze Blvd. City, State, Zip: Fort Lauderdale, FL 33316

Phone: (954) 525-2421 Fax: _____

Corporation name: Coconuts Bahaman Grill
(as it appears in articles of incorporation)

Date of incorporation: 3/11/2005 State incorporated in: FL Federal ID #: 202487048

Two authorizing officials for the organization:

President: Elliot Wolf Phone: (561) 379-7902

Secretary: _____ Phone: (954) 525-2421

Event Coordinator: Sasha Formica Will you be on-site? ☒ Yes ☐ No

Title: Event Director Phone: (954) 525-2421 Cell: (954) 612-6362

E-mail address: sasha@benicerestaurants.com Fax: _____

Additional Contact: Kristy Armada Will you be on-site? ☒ Yes ☐ No

Title: Attorney Phone: (954) 334-2250 Cell: (954) 816-5779

E-mail address: KArmada@hojlaw.com Fax: _____

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? ☒ Yes ☐ No
If yes, how much? \$ 45

Are you requesting to fence the event? ☐ Yes ☒ No

Are you planning on having any type of concession? ☒ Yes ☐ No
If yes, State Health Dept. must be notified 10 days prior to event. Call John Litscher at 954-632-8094.

Are you planning on selling alcoholic beverages? ☒ Yes ☐ No
If yes, how will the beverages be served? (Draft truck, cold plate, mini-bar, beer tub, table service, etc.)
Mini-bar

Are you planning on serving free alcoholic beverages? ☒ Yes ☐ No
If yes, to whom will it be given? Only to those who are banded with 21+ Oyster Fest wristbands

Are you planning to have any type of amusement rides? ☐ Yes ☒ No
If yes, name of company: _____

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 prior to opening. Contact Ron Jacobs at (850) 921-1530.

Are you planning to play or have music? ☒ Yes ☐ No
If yes, what music format(s) will be used? (amplified, acoustic, recorded, live, disc jockey, etc):

Live band with amplifier and acoustic instruments

List the type of equipment you will use (speakers, amplifier, drums, etc):

Drums, guitars, speakers

Will you use any type of soundproofing equipment? ☐ Yes ☒ No

List the days and times music will be played: 10/15/15, 10/16/15, 10/17/15

How close is the event to the nearest residence? 171 feet

Will your event require road closings? ☐ Yes ☒ No
If yes, list requested streets and times in detail: _____

******PLEASE NOTE****** 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? ☐ Yes ☒ 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 Dee Paris at 828-3771.

Will any recyclable materials be utilized at this event? ☒ Yes ☐ No
(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? Coconuts and G&B Oyster Bar

Contact Name: Sasha Formica Phone: (954) 612-6362

******NOTE****** 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 Jtownsend@fortlauderdale.gov or (954) 828-5956.

Will you require electricity? ☒ Yes ☐ 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 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.

Name of applicant

Title

Date

Please email completed application at least 60 days ahead of your planned event to:

jmeehan@fortlauderdale.gov

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

Jeff Meehan, Outdoor Event Coordinator

1350 W. Broward Boulevard, Fort Lauderdale, FL 33312

Phone: (954) 828-6075 Fax: (954) 828-5650

Please include the following with the application:

*** Event site plan – including stage(s), other entertainment locations, activities, booths, restrooms, canopies, dumpsters, fencing, generators, etc.**

*** Traffic/detour plan - including the placement and number of barricades, signs, directional arrows, cones, message boards, and name of the barricade and/or traffic signs company being used.**

FIRE DEPARTMENT QUESTIONNAIRE

PREVENTION

1. Are you planning to have canopies (no sides) for this event? ☒ Yes ☐ No

How many and what sizes? 2 canopies, 55' x 25' and 60' x 30'

Name of Company: Elite Tent Co.

A building permit is required. Please contact Capt. Bruce Strandhagen at 954-828-5080.

2. Are you planning to have tents (with sides) for this event? ☐ Yes ☒ No

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.

******PLEASE NOTE****** 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? ☐ Yes ☒ No

Name of company conducting the show: _____

A permit is required for all pyrotechnics displays. Contact Capt. Wendy D'Agostino at 954-828-5884.

4. Are you having food vendors? ☒ Yes ☐ No

How many and what kind? one, G&B Oyster Bar

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 ☒ NO ☐

2. What is your estimated sustained attendance? 750

3. On-site contact? NAME Sasha Formica PHONE (954) 612-6362

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

POLICE DEPARTMENT QUESTIONNAIRE

1. Does your event require use of police vehicles? Yes _____ No X

If yes, A Hold-Harmless Agreement must be signed and Liability coverage of a minimum of **ONE MILLION DOLLARS** must be provided.

2. Is this a new or previously held event? New X Previous _____

If yes, Previous date(s)? _____

3. Any established security, traffic, or other appropriate plan(s)? Yes X No _____

If yes, besides Fort Lauderdale Police, who will you be using for this plan?
(private security company, volunteers, etc.)

Intercoastal Parking(valet)

4. Do you have an established detail of off-duty officers? Yes _____ No X
If yes, who is your Police department contact?

5. Any notable entertainers or special circumstances scheduled for your event? Yes _____ No X

Who/What? _____

6. Is there alcohol being sold or given away? Yes X No _____

7. Are there any road closures required? Yes _____ No X

If so what roads/intersections? _____

8. What is your estimated attendance? 750

I understand the off duty rate for Police personnel for ALL special events is calculated at a 3-hour minimum rate. I also understand there is a 24 hour cancellation requirement to avoid the 3 hour minimum payment per officer. The hourly rate and costs to be incurred by the event organizer will be quoted on the City of Ft. Lauderdale Special Events "Cost Estimate" worksheet developed at the Special Events logistics meeting and provided to the organizer. All payments will be paid within two (2) weeks of the payroll being submitted.

Name

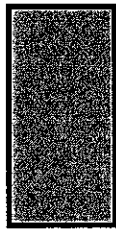
Date



Portable Restroom

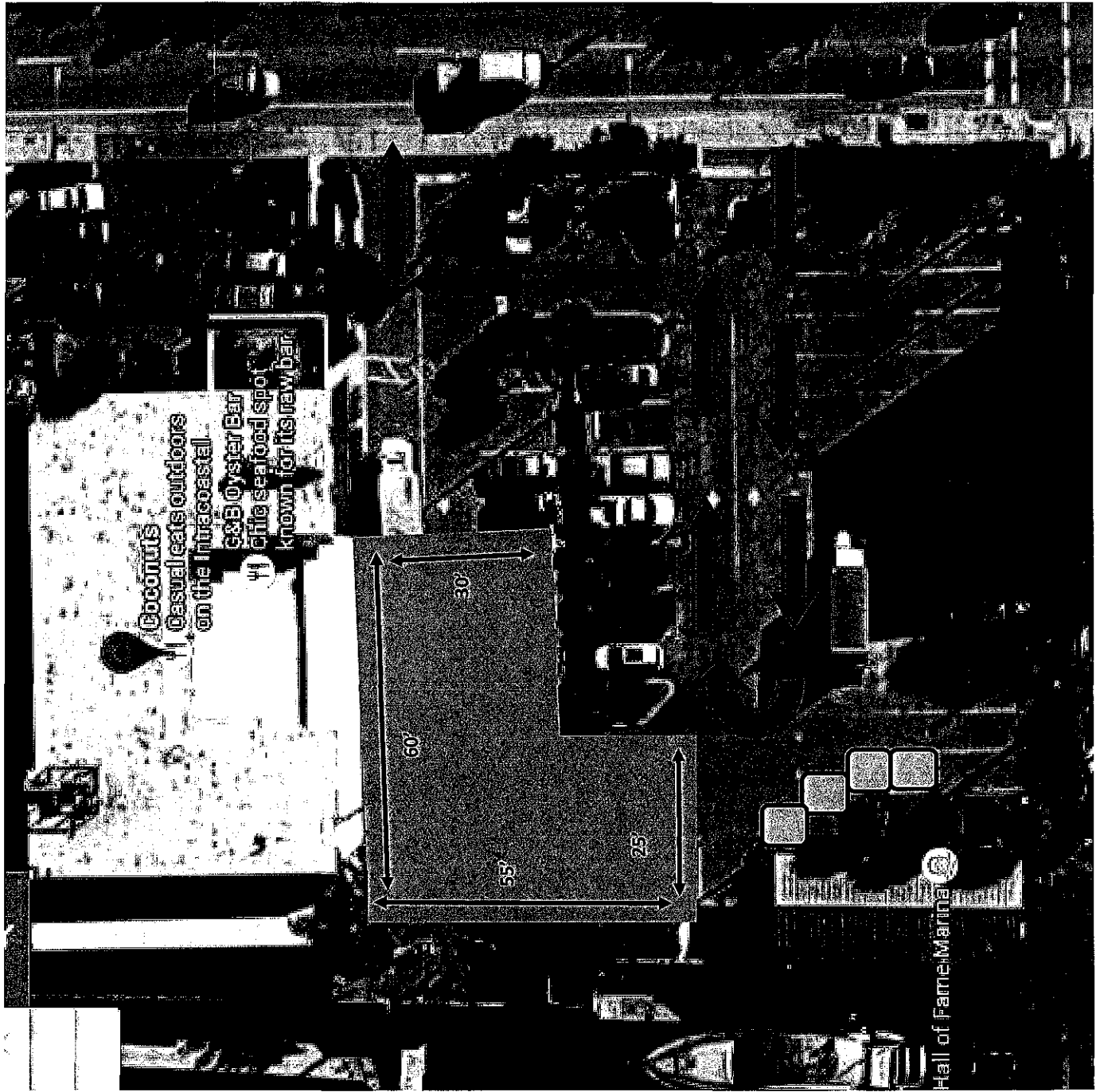


Traffic Flow



Canopy Tent

*No Walls



SCHEDULE ONE

- 1 Name of Applicant: Coconuts Bahama Grill, LLC
- 2 Name of Outdoor Event: Oyster Fest
- 3 Date of Setup: Wednesday, October 14, 2015
- 4 Time of Setup: 9:00am
- 5 Date of Event: Thursday, Oct. 15, Friday, Oct. 16, & Saturday, Oct. 17, 2015
- 6 Time of Event: 6:00pm- 10:00pm
- 7 Date of Breakdown: Sunday, October 18, 2015
- 8 Time of Breakdown: 9:00am
- 9 Event Location: Coconuts Grill- 429 Seabreeze Blvd
- 10 Road Closings: No
- 11 Alcohol: Yes