

① ✓ 11/10/15 (L)

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Event Agreement: THE LEUKEMIA & LYMPHOMA SOCIETY, INC., a Florida Not for Profit Corporation LIGHT THE NIGHT WALK

CAM: 15-1184 CM-2 CCM: 10/6/2015

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

[Handwritten signature]

*Dont see Jill Nugent on
subit - Corp. Reso?*

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 SPECIAL EVENT APPLICATION

Submit a **COMPLETED APPLICATION**, SITE PLAN and SITE PLAN NARRATIVE by email **60 days** before your planned event. Events Planned for July or August must be submitted by **May 1st**.

After you submit the application with your fee you will be contacted to meet with the Special Events team to review:

1. Facility/Location requested
2. Compliance with City ordinances
3. Special permits required
4. Other Charges for City Services
5. Security requirements
6. Environmental issues/effects on surrounding areas

Fee must accompany application

At least 60 days prior to event
\$200.00

59 to 30 days prior to event
\$400.00

Less than 30 days prior to event
Denied unless approved by City Manager or designee

PART I: EVENT REQUEST

Event Name Light The Night walk

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

Expected maximum attendance 3,500 Expected sustained attendance 3,000

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

If yes, please list past dates, locations and attendance It has been held at Huizenga Plaza since 2006. Previously:
Hollywood North Beach (2004-2005), Pompano Park (2003),

Detailed Description (Activities, Vendors, Entertainment, etc.)

Light The Night is a 1 mile leisurely walk to celebrate and commemorate lives touched by cancer. Teams of friends & family members as well as corporate teams walk carrying illuminated lanterns, white for survivors and red for supporters. We provide food and entertainment prior to the walk, which starts at sundown. There will also be kid's activities such as a bounce house, face painting and balloon-maker.

Location

Date and Time	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>11/13/15</u>	<u>Friday</u>	<u>5:00pm</u> AM/PM	<u> </u> AM/PM	<u> </u>
EVENT DAY 1:	<u>11/14/15</u>	<u>Saturday</u>	<u>4:00pm</u> AM/PM	<u>8:30pm</u> AM/PM	<u>3,000</u>
EVENT DAY 2:	<u> </u>	<u> </u>	<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
EVENT DAY 3:	<u> </u>	<u> </u>	<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
BREAKDOWN:	<u>11/14/15</u>	<u>Saturday</u>	<u>8:30pm</u> AM/PM	<u>11:00pm</u> AM/PM	<u> </u>

*events scheduled for more than 3 days will be subject to special council approval

PART II: APPLICANT

Organization Name The Leukemia & Lymphoma Society
For-Profit ☐ Non-profit ☒ Private ☐ (as registered)

Phone: 954-744-5311

Address: 200 South Park Rd Suite 140 City, State, Zip: Hollywood FL 33021

Date of registration: _____ State registered in: FL Federal ID #: Non-Profit Tax ID- 13-5644916

Email Address: Lydia.Rodriguez@lls.org Fax: 954-744-5301

Two Authorizing Officials for the Organization

President: Carolyn Cauceglia Phone: 305-499-6601

Secretary: Paul Ahmed Phone: 954-803-8700

Event Coordinator Name Lydia Rodriguez Will you be on-site? ☒ Yes ☐ No

Title: Campaign Specialist Phone: 954-744-5240 Cell: 954-821-3550

E-mail address: Lydia.Rodriguez@lls.org Fax: 954-744-5301

Additional Contact Name Jill Nugent Will you be on-site? ☒ Yes ☐ No

Title: Campaign Director Phone: 954-744-5232 Cell: 954-655-4785

E-mail address: Jill.Nugent@lls.org Fax: _____

Event Production Company (if other than applicant): Leslie Rowe Events

Address: _____ City, State, Zip: _____

Contact Name: Leslie Rowe Title: Owner

Phone: (day) _____ (night) _____ Cell 786-402-2331

E-mail address: Leslie@leslieroweevents.com Fax: _____

PART III: EVENT INFORMATION

All City permits must be obtained through the City's Department of Sustainable Development Building Services Division using the Building Permit Form - Apply and pay for the permits at least 30 days before the event. Contact the DSD Building Services Division (954) 828-5191 with any questions.

Admission _____ Yes ☒ No If yes, how much? \$ _____

* All events that are hosted by a for profit will be subject to a fee equal to 20% of their gross profits from the event within 30 days of the conclusion of the event.

Alcohol For Sale _____ Yes ☒ No **Alcohol For Free** _____ Yes ☐ No
If yes, how will the beverages be controlled and served? (Draft truck, bar tender, beer tub, etc.)

*Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability Insurance 30 days before event.

Amusement Rides _____ Yes ☒ No
If yes, name and contact of company: _____

What type of rides are you planning? _____

*Florida Bureau of Fair Rides, Ron Jacobs (850) 921-1530 must be contacted 30 days before the event to schedule inspections and final approval of all vendors and rides prior to use.

Electricity☒ Yes ☐ No

* Events requiring electricity must be permitted. eventpower@fortlauderdale.gov

Company: _____ License #: _____

Name of electrician: _____ Phone: _____

Entertainment☒ Yes ☐ No

If yes, what type of entertainment will be there? Any notable performers?

DJ and Live Band

Fencing or Barricades☒ Yes ☐ No

* Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects☒ Yes ☐ No

Name & Contact of Company conducting the show: _____

* A permit and Fire Watch is required for all pyrotechnics displays. firemarshal@fortlauderdale.gov

Food Vendors☐ Yes ☒ No

* State Health Dept. John Litscher at (954) 632-8094 must be notified 10 days prior to event. All Food Vendors must be inspected by the Fire Rescue Department, Capt. Bruce Strandhagen at (954) 828-5080 to ensure compliance prior to serving food. 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. Inspections during non-working hours cost will cost \$75 per hour.

Music☒ Yes ☐ No

If yes, what music format(s) will be used? (amplified, acoustic, recorded, live, MC, DJ, etc):

DJ and Live Band

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

Speakers, amplifier, mics, drums

Days and times music will be played: 4-7pm

How close is the event to the nearest residence? N/A

Soundproofing equipment? ☐ Yes ☐ No

Parking Impact☐ Yes ☒ No

*All Parking Spaces that are impacted by an event will be billed to the event organizer through the Transportation & Mobility Dept. and must be paid in full before the event. eventfam@fortlauderdale.gov

Road Closings☒ Yes ☐ No

*Closing roads requires submitting an approved Maintenance of Traffic plan to the Special Events Director for each agency affected BEFORE the Commission will vote on it. Some Forms and instructions can be found in the Special Events manual Appendix. To expedite the process you may want to select a pre-approved MOT plan.

Sanitation & Waste

Will the event encourage Recycling and Sustainability?

☒ Yes ☐ No

*The Green Checklist in the Events Manual Appendix can help you. Portable Toilets are regulated by Broward County.

Service Provider: Emerald Cleaning Contact: Annette Counihan Phone: 954-524-3161

All grounds must be cleaned up **immediately** after completion of event or you will be subject to fees. Recycling must be provided at all City events, facilities and parks. You are responsible for securing recycling services.

Tents or Canopies☒ Yes ☐ NoQuantity and size of each? Approx 20-30 varying in sizes between 10x10 - 204x40Name & Contact of Company: Leslie Rowe Events

*A detailed Site Plan showing the locations and size of each canopy or tent is required. A permit and final inspection is required if there are multiple canopies, if they are going to be used for cooking or if there are Tents (with walls).

Toilets☒ Yes ☐ No

*All toilets must be removed within 24 hours. Broward County requires a copy of your contract or invoice to be faxed to (954) 467-4898 to ensure compliance with minimum standards.

Transportation Plan☐ Yes ☒ No

* Any events larger than 5,000 people must have an approved Transportation Plan. eventtam@fortlauderdale.gov

Part IV: SECURITY AND EMERGENCY SERVICES

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative, your MOT, your transportation plan and any additional information requested during your Special Events meeting. The hourly rate and costs to be incurred by the event organizer will be quoted on the "Cost Estimate" worksheet developed at the meeting and provided to the organizer. The cost may change if any of your event details change after the meeting. You may be required to provide a deposit based on historical performance or lack thereof. The Appendix of the Special Events Manual has a description of most City services and their associated fees.

Fire Prevention and Emergency Medical Services

Fire Rescue will most likely need to inspect your event based on your Building Permit, expected attendance and other risk factors such as alcohol, time or day, location, event type or weather. When you complete your Building Permit Form with DSD you should indicate all the permits and inspections you need to avoid delays. See the Special Events Manual Appendix for estimated fees. For any inspections conducted by the Fire-Rescue department before the event, fees must be paid in advance through the Department of Sustainable Development. A minimum of four hours for each Fire Rescue staff member will be charged for all special event details unless the department receives a cancellation. Any cancellations need to be made by phone at least 24 hours before an event is expected to begin or you will be charged for the services. All payments will be invoiced to the Event Organizer and must be paid within thirty (30) days. For questions contact the Fire Marshal at (954) 828-6370

On-site Contact Name _____ Phone _____**Police**

Your event may require Security. Depending on your event it may be possible to supplement some of the City Police services with a private third-party security company if their security plan is approved by the City Police department. If you want to use a private security company you or the security company must present the proposed security plan along with the businesses business license and contact information with the events application. The Police will review the plan and let you know if it will meet City requirements.

If a Fort Lauderdale Police Vehicle is required then a Hold-Harmless Agreement must be signed and Liability coverage of a minimum of ONE MILLION DOLLARS must be provided.

Security Plan☐ Yes ☐ No**Security Company**☐ Yes ☐ No

Name _____ Contact _____ Phone _____

PART V: APPLICANT'S ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge. If I have not submitted my application within the deadline and according to the rules outlined in the Special Events Manual it may be denied.

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 five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to 30 days in advance of the event.

I understand that a City of Fort Lauderdale Parks and Recreation sponsored activity has precedence over the event requested above 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 Emergency Medical Services is required by City Ordinance to be onsite during all special events.

Any cancelations need to be made by phone to each department representative providing services at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

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.

<u>Lydia Rodriguez</u>	<u>Campaign Specialist</u>
Name of applicant	Title

8-18-15
Date

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

events@fortlauderdale.gov

Please mail the application fee (payable to the City of Fort Lauderdale) to:
Jeff Meehan, Special Events Coordinator
1350 W. Broward Boulevard, Fort Lauderdale, FL 33312
Phone: (954) 828-6075 Fax: (954) 828-5650

Please include the following with the application if necessary:

*** Event Site Plan & Narrative – including stage(s), other entertainment locations, activities, booths, restrooms, canopies, dumpsters, fencing, generators, etc.**

*** Maintenance of Traffic 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.**

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Not For Profit Corporation**

THE LEUKEMIA & LYMPHOMA SOCIETY, INC.

Filing Information

Document Number	814991
FEI/EIN Number	13-5644916
Date Filed	02/12/1961
State	NY
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	03/02/2000
Event Effective Date	NONE

Principal Address1311 MAMARONECK AVE.
SUITE 310
WHITE PLAINS, NY 10605

Changed: 02/22/2010

Mailing Address1311 MAMARONECK AVE.
SUITE 310
WHITE PLAINS, NY 10605

Changed: 02/22/2010

Registered Agent Name & AddressJones, Terri
200 S. PARK ROAD
SUITE 140
HOLLYWOOD, FL 33021

Name Changed: 04/28/2015

Address Changed: 09/26/2014

Officer/Director Detail**Name & Address**

Title President

DeGennaro, Louis
1311 MAMARONECK AVENUE, SUITE 310
WHITE PLAINS, NY 10605

Title CFO

Loffredo, Rosemarie
1311 MAMARONECK AVENUE, SUITE 310
WHITE PLAINS, NY 10605

Title SVP Finance

MILLER, JR, GORDON
1311 MAMARONECK AVENUE, SUITE 310
WHITE PLAINS, NY 10605

Title COB

DAVIS, JAMES
1311 MAMARONECK AVE.
SUITE 310
WHITE PLAINS, NY 10605

Title VCOB

CLARK, ELIZABETH
1311 MAMARONECK AVE.
SUITE 310
WHITE PLAINS, NY 10605

Title S/T

SCHWARTZ, KENNETH M.
1311 MAMARONECK AVE.
SUITE 310
WHITE PLAINS, NY 10605

Annual Reports

Report Year	Filed Date
2014	05/01/2014
2014	09/26/2014
2015	04/28/2015

Document Images

04/28/2015 -- ANNUAL REPORT	View image in PDF format
09/26/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
05/01/2014 -- ANNUAL REPORT	View image in PDF format
04/18/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format

[04/21/2011 -- ANNUAL REPORT](#)
[02/22/2010 -- ANNUAL REPORT](#)
[04/20/2009 -- ANNUAL REPORT](#)
[04/28/2008 -- ANNUAL REPORT](#)
[05/08/2007 -- ANNUAL REPORT](#)
[02/03/2006 -- ANNUAL REPORT](#)
[01/14/2005 -- ANNUAL REPORT](#)
[05/10/2004 -- ANNUAL REPORT](#)
[04/22/2003 -- ANNUAL REPORT](#)
[05/15/2002 -- ANNUAL REPORT](#)
[05/22/2001 -- ANNUAL REPORT](#)
[04/03/2000 -- ANNUAL REPORT](#)
[03/02/2000 -- Name Change](#) ⓘ
[04/26/1999 -- ANNUAL REPORT](#)
[04/13/1998 -- ANNUAL REPORT](#)
[03/25/1997 -- ANNUAL REPORT](#)
[05/01/1996 -- ANNUAL REPORT](#)
[04/24/1995 -- ANNUAL REPORT](#)

[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)
[View image in PDF format](#)

[Copyright](#) and [Privacy Policies](#)

State of Florida, Department of State

ⓘ

SCHEDULE ONE

- 1 Name of Applicant: The Leukemia & Lymphoma Society, Inc
- 2 Name of Outdoor Event: Light the Night Walk
- 3 Date of Setup: Friday, November 14, 2015
- 4 Time of Setup: 5:00pm
- 5 Date of Event: Saturday, November 14, 2015
- 6 Time of Event: 4:00pm- 8:30pm
- 7 Date of Breakdown: Saturday, November 14, 2015
- 8 Time of Breakdown: 9:00pm
- 9 Event Location: Huizenga Plaza- 32 East Las Olas Blvd.
- 10 Road Closings: Yes- see walk route
- 11 Alcohol: No

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

**THE LEUKEMIA & LYMPHOMA SOCIETY, INC., a Florida non-
profit corporation, whose principal place of business is 1311
Mamaroneck Avenue, Suite 310, White Plains, New York, 10605 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 6, 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 "LIGHT THE NIGHT WALK" (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, and grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City's Parks and Recreation Department has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.

4. 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.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

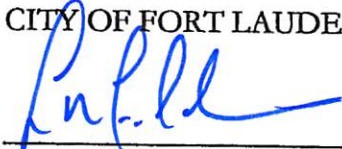
IN WITNESS WHEREOF, the parties hereto have set their hands and seals
as of the date first above written.

ATTEST:




JEFFREY A. MODARELLI
City Clerk

CITY OF FORT LAUDERDALE



LEE R. FELDMAN, City Manager

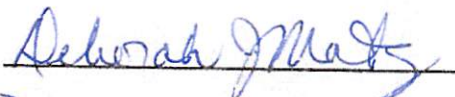
Approved as to form:



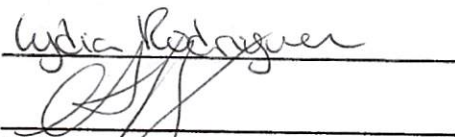
COLE J. COPERTINO
Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:



DEBORAH J. MATZ
[Witness print/type name]



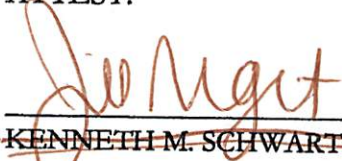

[Witness print/type name]

THE LEUKEMIA & LYMPHOMA
SOCIETY, INC., a Florida not for Profit
Corporation.

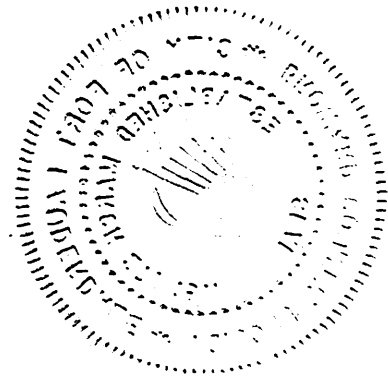
By 

LOUIS DEGENNARO, President or

ATTEST:

 Jill Nugent
Area Director
 KENNETH M. SCHWARTZ, Secretary

CORPORATE SEAL



REPORT OF
SPECIAL AGENT IN CHARGE
JAMES M. [illegible]
[illegible]
[illegible]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 13 day of October, 2015, by Bill Nugent, as Area Director of THE LEUKEMIA & LYMPHOMA SOCIETY, INC., a Florida not for Profit Corporation who is ☐ personally known to me or ☒ has produced FL DL as identification.

(SEAL)




Daniel Olaciregui
State of Florida

My Commission Expires 03/11/2019
Commission No. FF 208586


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

Daniel Olaciregui
Name of Notary Typed, Printed or Stamped

My Commission Expires: 3/11/19

Commission Number: FF 208586