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**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

KIDS IN DISTRESS, INC., a Florida not for profit corporation
whose principal place of business is 819 NE 26 Street,
Wilton Manors, Florida 33305 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 March 1, 2016, 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 "10TH ANNUAL DUCK FEST
DERBY" (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.

16-0232

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.

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.

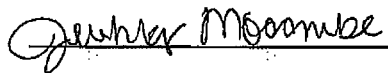
9. Limitation of Liability

- (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


APPLICANT/SPONSOR

WITNESSES:


Reggie Alexis
[Witness print/type name]


Jerhky Mocombe
[Witness print/type name]

KIDS IN DISTRESS, INC. a Florida not
for profit corporation.


MARK DHOOGHE, President, CEO
ATTEST:

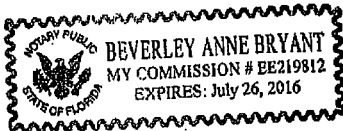
Mark Dhooge
President / CEO
Print Name/Title

CORPORATE SEAL

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 19 day of
February, 2016, by MARK DHOOGHE as President and CEO of KIDS IN
DISTRESS, INC., a Florida not for profit corporation, who is ☒ personally known to me
or ☐ has produced _____ as identification.

(SEAL)



Beverley Anne Bryant
Notary Public, State of Florida (Signature of
Notary Taking Acknowledgment)

Beverley Anne Bryant
Name of Notary Typed, Printed or Stamped

My Commission Expires: July 26, 2016
Commission Number: EE219812

SCHEDULE ONE

- 1 Name of Applicant: Kids in Distress, Inc
- 2 Name of Outdoor Event: 10th Annual Duck Fest Derby
- 3 Date of Setup: Saturday, April 9, 2016
- 4 Time of Setup: 7:30am
- 5 Date of Event: Saturday, April 9, 2016
- 6 Time of Event: 12:00pm- 4:00pm
- 7 Date of Breakdown: Saturday, April 9, 2016
- 8 Time of Breakdown: 4:00pm
- 9 Event Location: Esplanade Park- 401 SW 2nd Street
- 10 Road Closings: Yes- SW 2nd St from SW 4th- 5th Ave & SW 4th Ave from SW 2nd St to the river.
- 11 Alcohol: Yes

SW 2nd Street

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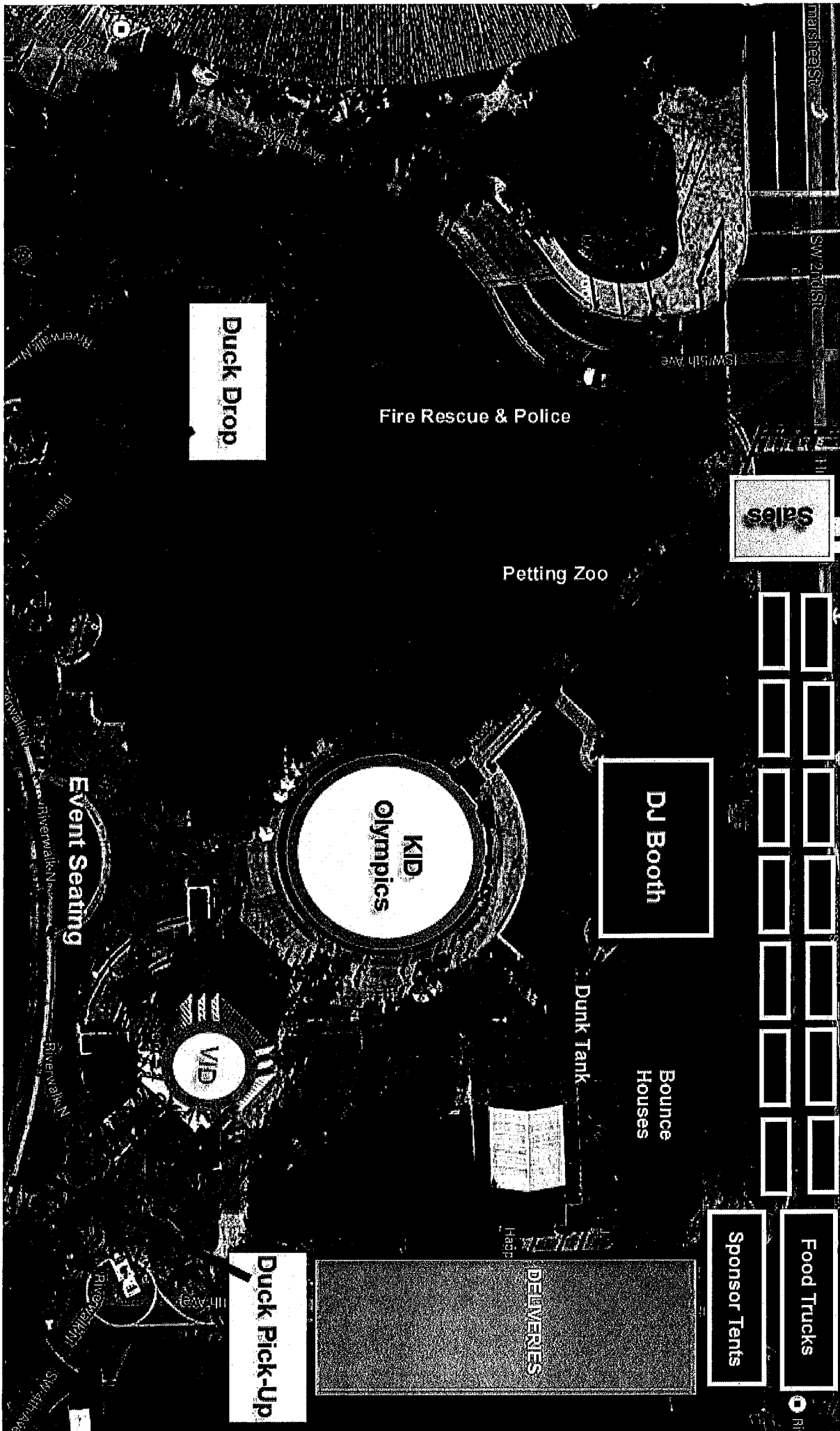
Food
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4th Avenue

VID Area

10th Annual Duck Fest Derby - Saturday, April 9, 2016
Esplanade Park, Fort Lauderdale



Sales

Food Trucks

Sponsor Tents

Bounce Houses

Dunk Tank

DJ Booth

Petting Zoo

Fire Rescue & Police

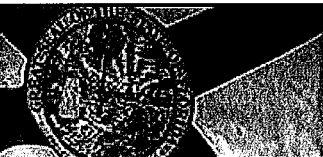
Duck Drop

KID olympics

Event Seating

Duck Pick-Up

DELIVERIES

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name**Florida Non Profit Corporation

KIDS IN DISTRESS, INC.

Filing Information

Document Number	747582
FEI/EIN Number	591927289
Date Filed	06/12/1979
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/24/2014
Event Effective Date	NONE

Principal Address819 N. E. 26 STREET
WILTON MANORS, FL 33305

Changed: 06/18/1992

Mailing Address819 N. E. 26 STREET
WILTON MANORS, FL 33305

Changed: 06/18/1992

Registered Agent Name & AddressDHOOG, MARK
819 NE 26TH STREET
WILTON MANORS, FL 33305

Name Changed: 03/12/2013

Address Changed: 04/08/1997

Officer/Director Detail**Name & Address**

Title Chairman

TINTER, ALAN
2857 NE 25TH ST.
FT. LAUDERDALE, FL 33305

Title D

MITCHELL-JONES, LESLEY

[04/09/2002 -- ANNUAL REPORT](#)
[01/29/2001 -- ANNUAL REPORT](#)
[01/22/2000 -- ANNUAL REPORT](#)
[02/10/1999 -- ANNUAL REPORT](#)
[02/16/1998 -- ANNUAL REPORT](#)
[04/08/1997 -- ANNUAL REPORT](#)
[01/29/1996 -- ANNUAL REPORT](#)
[04/26/1995 -- ANNUAL REPORT](#)

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Meredith Shuster

From: Meredith Shuster
Sent: Friday, April 29, 2016 8:53 AM
To: Wendy Gonyea
Cc: Jennifer Larregui; Jeff Modarelli; David Soloman; Cole Copertino; Jeff Meehan
Subject: Best Copy of Event Agreements

There are 3 event agreements where the original document has been lost somewhere between P & R and City Hall. We have a scanned version of the Sponsor's signature page, but not the original. Diligent effort has been put forth to locate the originals to no avail. The events have been approved by the City Commission. These 3 agreements will not be routed for City signatures as they are not original; however, I am forwarding them to you for the City Records as "Best Copy" available. The Agreements are:

1. XKB Management, LLC – Uptown Block Party
2. Kids in Distress, Inc. – 10th Annual Duck Fest Derby
3. Historic Downtowner Saloon – Riverwalk Blues & Music

Thank you,

Meredith Shuster, CP
Paralegal, City Attorney's Office



Tel: 954.828.5156

Fax: 954.828.5915

Email: mshuster@fortlauderdale.gov

100 N. Andrews Avenue

Fort Lauderdale, FL 33301

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Under Florida law, most e-mail messages to or from City of Fort Lauderdale employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the City, inclusive of e-mail addresses contained therein, may be subject to public disclosure.