



EVENT PERMIT

Ordinance 17-08

LOVERS KEY BOAT SHOW MARKET AND SEAFOOD FEST

PERMIT NUMBER: TMP2021-00230

Date(s) of Event: JANUARY 24, 2022 THROUGH JANUARY 31, 2022

Property Owner: LEE COUNTY

Applicant: MARK GENERALES
239-676-5676

Description: 65 VENDOR BOOTHS, 4 BOAT DEALERS WITH BOATS AND TRAILERS, SEAFOOD VENDORS (1) LARGE VENFOR TENT AND (1) LARGE FOOD TENT

Location of event: 9901 ESTERO BLVD, FORT MYERS BEACH, FL 33931
LOVERS KEY STATE PARK

Will the event be attended by 1000 or more people ? Yes

Will the event be held on County Owned Property ? Yes

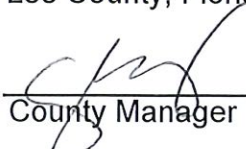
Will there be alcohol consumed or sold at the event ? Sold and Consumed

Will a bond be posted for this event ? No

Permit Conditions:

- * Applicant must meet all event application requirements, including requirements of the sign-off agencies.
- * The premises is to be left in the same condition as it was prior to the event.
- * The permit is to be readily available for inspection during the entire event.
- * If this approval includes the sale or consumption of alcoholic beverages, no alcoholic beverages may be consumed 1 1/2 hours prior to the conclusion of the event and vacating the facility/property.

Board of County Commissioners
Lee County, Florida

 11/17/2021
County Manager Date



Lee County
Southwest Florida

Event Application

Special Event

Use of
County
Property

Alcohol
within Lee
County
Facilities

Film, Video
&
Photography

Lover's Key Boat Show Market & Seafood Fest

TMP2021-00230

Lovers Key Boat Show, Market and Seafood Fest

Safety and Covid Plan

This event takes place late January, 2021, on the "event field" next to the Lovers Key Boat ramp on Estero Boulevard on Lovers Key. Key factors:

1. This is an entirely "outdoor event." Two large "open air" tents will be deployed; one to house a small number of vendors (5) and the second, to provide covered seating to consume food. Both are open to the air with no doors.
2. All surface areas at the front entrance will be wiped down several times through the day – no less than hourly.
3. Approximately 45 vendors selling wares will have outdoor table and retail displays along the 3,000 ft. long corridor. Spaces range from 10x10 to 20x20.
4. Boat dealers will have large open spaces to place their boats on trailers spotted along a very large portion of the fenced in roadway behind the vendors on the west side of the event. By design, this is entirely outside and spacing is significant.
5. Our large food vendor will be placed at the opposite end of the entry to the event. Aside them is a large tent which will have tables and chairs correctly spaced to ensure social distancing. A volunteer will be staged at all times at the tent to disinfect and clean.
6. Portable toilets and wash stations will be situated at the entry and also at the food tent area. These will be cleaned and disinfected on a schedule through each event day.

Upon entry, guests will be offered masks (voluntary to wear) and will be told about distancing and safe practices. Signs will be posted at the entrance encouraging masks and social distancing and several further into the event and at the open air food tent.

All volunteers will be screened daily for their temperature and health prior to each shift. Hand sanitizer will be available at all times as will masks.

Event managers will provide training to all volunteers on safe practices during the event. Most of our volunteers work in the parking area directing cars to parking spaces. Their contact directly with the public is minimal. While we will not require masks – we will have them available and encourage their use.

Hand sanitizer will be placed strategically at the entry, food tent and several spots in the event as well as at the wash stations.

A volunteer will be stationed at the food tent at all times and will be responsible for wiping down chairs and tables as guests leave them in preparation for new guests.

Generally, the event managers have onsite a first aid kit. Further medical assistance is available from local EMT and a Lee County Sheriff's deputy is on sight should we need further assistance.

As this event is 100% outdoors with minimal spacing issues and efforts to maintain sanitary conditions as planned – our efforts will ensure a safe environment for all.

Mark Generales

Co-event manager

Lovers Key Boat Show, Market and Seafood Fest

239 676 5676

Lee County Event Permit Application



Event Application

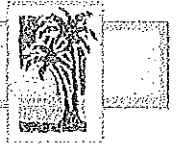
Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

Section I - GENERAL INFORMATION (All Permit Types)	
Title of Event / Name of Production:	Lovers Key Boat Show, Market and Seafood Fest
Date(s) of Event / Production:	Set up 1/24, 1/25, 1/26 Event 1/28, 1/29 and 1/30 Tear down 1/31
Location(s) of Event:	event field 8700 Estero Blvd, Bonita Springs across and next to Lovers Key State Park
Name of Applicant:	Mark Generales - event manager
Applicant Address:	9240 Bonita Beach Rd, S 2211, Bonita Springs, FL 34135
Applicant Phone Number:	239 676 5676 office, 239 398 5332 cell
Contact Person: (if different from applicant)	Same as applicant
Contact Phone Number: (if different from applicant)	Same as applicant
Email Address:	markgenerales@hotmail.com (personal, not event email)
Estimated Attendance:	3,000+
Event Description: Include each activity, when activities take place, etc.	65 vendor booths 4 boat dealers with boats and trailers sefood vendor 1 large vendor tent and 1 large food tent for attendess to sit and eat in
Hours of Operation:	9am to 5pm Fri and Sat, 9-4 Sunday
STRAP # of Parcel:	11-47-24-Bs-00003,0000
Owner of Premises*:	Lee DOT

*Notarized statement from the property owner specifically consenting to the proposed use required.

Lee County Event Permit Application



What is the Zoning Classification of the premises? Property is in the City of Bonita Springs

Are any temporary structures to be installed for the event? Yes No Type: Tents

Do you have the appropriate permits for the temporary structures? Yes No

* For a 'Special Event' and 'Use of County Property' permit, submit a site plan with all proposed facilities and activities identified, including all parking areas.

Insurance Company Insuring the Event: Lexington Ins Co

Note: Certificate of Insurance must be submitted at time of application

Surety Company Bonding this Event (Name and Address): None Needed

Will Vehicles be Used as Part of This Event?

Yes No

If yes, automobile coverage must be included on the certificate of insurance.

Will Food be Available at this Event?

Yes No

If yes, products liability coverage must be included on the certificate of insurance.

Will Alcoholic Beverages be served/consumed at this Event?

Yes No

If yes, liquor liability coverage must be included on the certificate of insurance.

Name & Address of Organization Providing Food: Bailey Concessions, 13330 Rock Ridge Rd, Lakeland, FL 33809

Type of Food being Served: seafood and sandwich

Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: Rotary Club of Bonita Springs and the Friends of Lovers Key State Park

Section III - SALE/CONSUMPTION OF ALCHOLIC BEVERAGES PERMIT

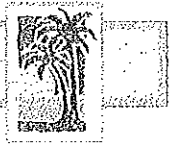
Is alcohol being sold/consumed on County Property? Yes No

If Yes, then a "Lee County Alcohol Permit" is required. Only non-profit organizations can sell alcohol on County Property.

Non-profit certificate/registration number: CH841
(Required if alcohol is to be SOLD at the event)

Please note: A permit from the State of Florida Division of Alcoholic Beverages and Tobacco may also be required; please call (239) 344-0885 for further details

Lee County Event Permit Application



Type of Production (choose all that apply):

- TV Movie or Special
- TV Series / Pilot
- TV Commercial
- Still Photos
- Public Service Announcement
- Industrial / Documentary
- Other: N/A

Will any of the following be needed or included*?

- Street Closure Yes No
- Traffic / Crowd Control Yes No
- Fire or Burning Yes No
- Explosives or Pyrotechnics Yes No
- Animals, Large or Small Yes No
- Construction of Any Kind Yes No
- Large and/or Numerous Vehicles Yes No
- Helicopters, Boats, etc. Yes No
- Stunts Yes No
- Other Yes No

* For any marked Yes, provide further details below:

Special Parking Requirements:

City or County Services Required: (Personnel, equipment, facilities, etc.)

The following information is required for local and state records on production in Florida to track the economic impact of the industry. If exact figures are not available, please estimate as closely as possible.

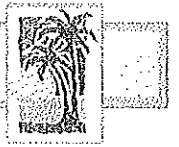
Number in Cast: N/A Number in Crew: _____ Number of locals hired: _____

Total budget: _____ Estimate amount spent in Lee County: _____

Hotel room nights: _____ Number of shooting days: _____

number of rooms x number of nights

Lee County Event Permit Application



SECTION I - SAFETY

The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by Lee County to protect the health, safety and welfare of the public. Lee County shall have the power to review the proposal and require, as necessary, detailed plans, diagrams, and explanations to clearly outline to Lee County, exactly what the Applicant is proposing.

SECTION II - INSURANCE

The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amounts determined by Lee County Risk Management to protect against damages or other claims arising from use of County property by the applicant or its guests. Other limits may also be established by Lee County Risk Management for events which will be serving or consuming alcoholic beverages at approved County property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "Lee County Board of County Commissioners" must be named as "additional insured" on the Certificate of Insurance, and the Certificate must be delivered to Lee County prior to Applicant's use of the property. The Insurance may not be canceled during the term of the event, if this occurs, the County has the right to revoke approvals related to use of the County property for the event, without recourse by the applicant.

SECTION III - INDEMNIFICATION

The Applicant agrees to indemnify, release and save harmless Lee County against any and all claims, costs, demands, damages, judgments or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about said Lee County property or any building or structure appurtenant thereto or equipment thereof during the term of this Permit, or arising during such term from any act of negligence of the Applicant, Applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said Lee County property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

For film permit applicants: The permittee shall have on-site a responsible representative empowered with authority over the filming director, filming crews, participants and filming operation. Permittee shall indemnify, defend and hold harmless the county, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out of or occurring during the activities of the permittee, and resulting or occurring from any negligent act, omission or error of permittee, resulting in or relating to injuries to body, life, limb or property sustained in, about or upon the permitted premises or improvement thereto, or arising from the use of the premises.

SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

The Applicant agrees to accept the County property on possession as being in a satisfactory state of repair and in sanitary condition.

The Applicant must surrender the premises to Lee County in the same condition as when Applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. Applicant agrees to remove all business signs or symbols placed on the premises by the Applicant before redelivery of the premises to Lee County, and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. Applicant agrees to clear the Lee County property of litter at the close of the event.

Lee County Event Permit Application



SECTION V - AGREEMENT

The Applicant agrees that Lee County can, at its sole discretion, terminate and cancel its permit to use Lee County property at any time without prejudice. Applicant further agrees to waive, release, save and hold harmless Lee County from any and all claims, demands or cause of actions based upon Lee County's cancellation or termination of said permit.

The Applicant agrees that the Lee County permit does not provide Applicant with any property rights in the County property in question or in the permit itself.

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge.

Signature of Applicant

Mark Generales, event manager

Print Name of Applicant and Title

10/28/2021

Date

Witness

KEVIN PEDERSEN

Print Name of Witness

10/28/2021

Date

PLEASE NOTE: Lee County Sheriff's Department will not sign-off on your event unless they see a completed Special Event Packet. This sign-off sheet must be completed by the Lee County Sheriff's Office with your Special Event Packet when you return it to Bonita Springs City Hall.



CITY OF BONITA SPRINGS SPECIAL EVENT DEPARTMENT
9101 BONITA BEACH ROAD | BONITA SPRINGS, FL 34135 | (239) 949-6262

LEE COUNTY SHERIFF'S DEPARTMENT SIGN-OFF

Details Unit - 14750 Six Mile Cypress Parkway | Fort Myers, FL 33912 | (239) 477-1199

Parking:

Parking for the event will be in authorized areas only. Right of way must not be impeded.

Road Closures (Please Explain):

No road closures required for this event. There will be traffic control at the main entrance to keep traffic from backing up & volunteers in the parking lot to assist with parking.

Alcoholic Beverages:

Alcohol will remain within the confines of the beer tent & may not be consumed beyond the confines of the beer tent.

Special Arrangements:

Coordinator has contracted with a FL licensed security company to handle overnight security and event security. Lover's Key State Park will provide a permission letter to the event coordinator allowing a private security company in lieu of LCSO. LCSO will only be responsible for providing extra duty traffic deputies, one per day from 8a-6p.

SHERIFF'S PERSONNEL USE ONLY	
LCSO DETAIL COMMANDER: <u>Capt. Steven J Brady</u>	DATE: <u>11-01-21</u>
<small>SIGNATURE</small>	
DEPUTIES BOOKED FOR EVENT (How Many?): <u>One (1) each day</u>	DATE BOOKED: _____
<small>Please Note: "Deputies Booked for Event" is an estimate. Amount of Deputies may change at any time before or during your event.</small>	

SPECIAL EVENT
PERMIT APPLICATION

PERMIT. SEP- 22-16



City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

Date Received: _____ Effective Date/Time: _____
Application Fee: \$50.00 Phone: 239/949-6262 Fax: 949-6239
\$25.00 (501C3 organizations)
Fee is non-refundable

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. For information call 949-6262.

Completed Special Event Permits take days to process with all necessary attachments and without errors. Your permit will go to the next City Council Meeting-after the 45 days. Please take this into consideration when planning your event.

Organization: LOVE MY KEY BOOT SNOW, MARKET AND SEA FOOD FEST
Nature of Event: 3 DAY OPEN AIR NAUTICAL THEMED EVENT - BOAT VENDORS & FOOD
Location (Attach Site Plan): SEE ATTACHED

Date	Set-Up Time	Actual Event Times	Take Down Time
<u>1/28/22 to 1/30/22</u>	_____ to _____	_____ to _____	_____ to _____

For letter.

Has this event been held in the past? YES If so, when was the last event? 1/29 - 1/31 2022
Individual Contact for Activity/Event: MARK GENERALES Phone: 239-676-5676
Address: 9240 BONITA BEACH RD. S 2211 BONITA SPRING FL 34135 Fax: 239-676-5677
E-Mail Address: MARK@SOUTHERN TRUST FINANCIAL.COM
Major Sponsor(s): BONITA SPRINGS ROTARY FRIENDS OF LOVELY KEY
Promoter(s): N/A Phone or Contact #: N/A

- Crowd: Is anticipated crowd size 1,000 or more? Yes No
Actual Anticipated number: 2-3000 in 3 days
- Parking: Will off-site parking be provided? Yes No
Will "shuttle" service to parking be provided? By whom? Yes No
- Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s). Yes No
Indicated stage location(s) on site plan:
DJ PLAYING RECORDING AT THE FOOD TENT. NO SPEAKERS ON GROUND, VOLUME INTENDED FOR TENT ONLY.

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 5. City Co-Sponsorship:
Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Fireworks: Is this a public _____ or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Banners, Signs, Etc. : Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Alcohol Beverages: Will alcoholic beverages be sold <u>x</u> or consumed <u>x</u> on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: <u>Bonita Springs Rotary Club</u>
Division of Alcoholic Beverages and Tobacco: (239) 278-7195. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: <u>McCray Guard</u>
Contact Number: <u>(772) 754-5045</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u> <u>SEE SITE PLAN</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u> <u>SEE SITE PLAN</u> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Food/Cooking: Will food be cooked: <u>x</u> catered <u>x</u> on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u> (Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

15. Sanitary Facilities: Yes No
- Will temporary sanitary facilities be provided? If yes, indicate location on site plan.
SEE SITE PLAN
- Will disposable cardboard trash receptacles be provided? If yes, indicate on site plan.
SEE SITE PLAN
- Will additional refuse containers/dumpsters be provided?
SEE SITE PLAN
- If yes, by whom: ADVANCED

16. Insurance Requirement: (Events on City property or City co-sponsored) Please provide the City of Bonita Springs with a Certificate of Insurance for property and liability coverage of the event, naming the City as additional insured. (Liability - \$1,000,000 each occurrence, \$2,000,000 aggregate; Property Damage - \$500,000). Must be provided to finalize permit before event.

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED, IF CONDITIONS HAVE CHANGES, OR THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVITIES, THE PERMIT MAY BE CANCELLED BY THE CITY MANAGER AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend and hold harmless, the City of Bonita Springs, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Mark [Signature] 10/27/21 Comments: _____
 Signature of Applicant Date

 City Manager Date Comments: _____

Application Fee is non refundable.

Attachment A

Lovers Key Boat Show, Market and Seafood Fest

2022 Event dates

JAN ~~28~~²⁹, Friday, 2022 9am to 5pm

JAN ~~30~~³¹, Saturday, 2022 9am to 5pm

JAN 3~~0~~¹, Sunday, 2022 10am to 4pm

Set up dates

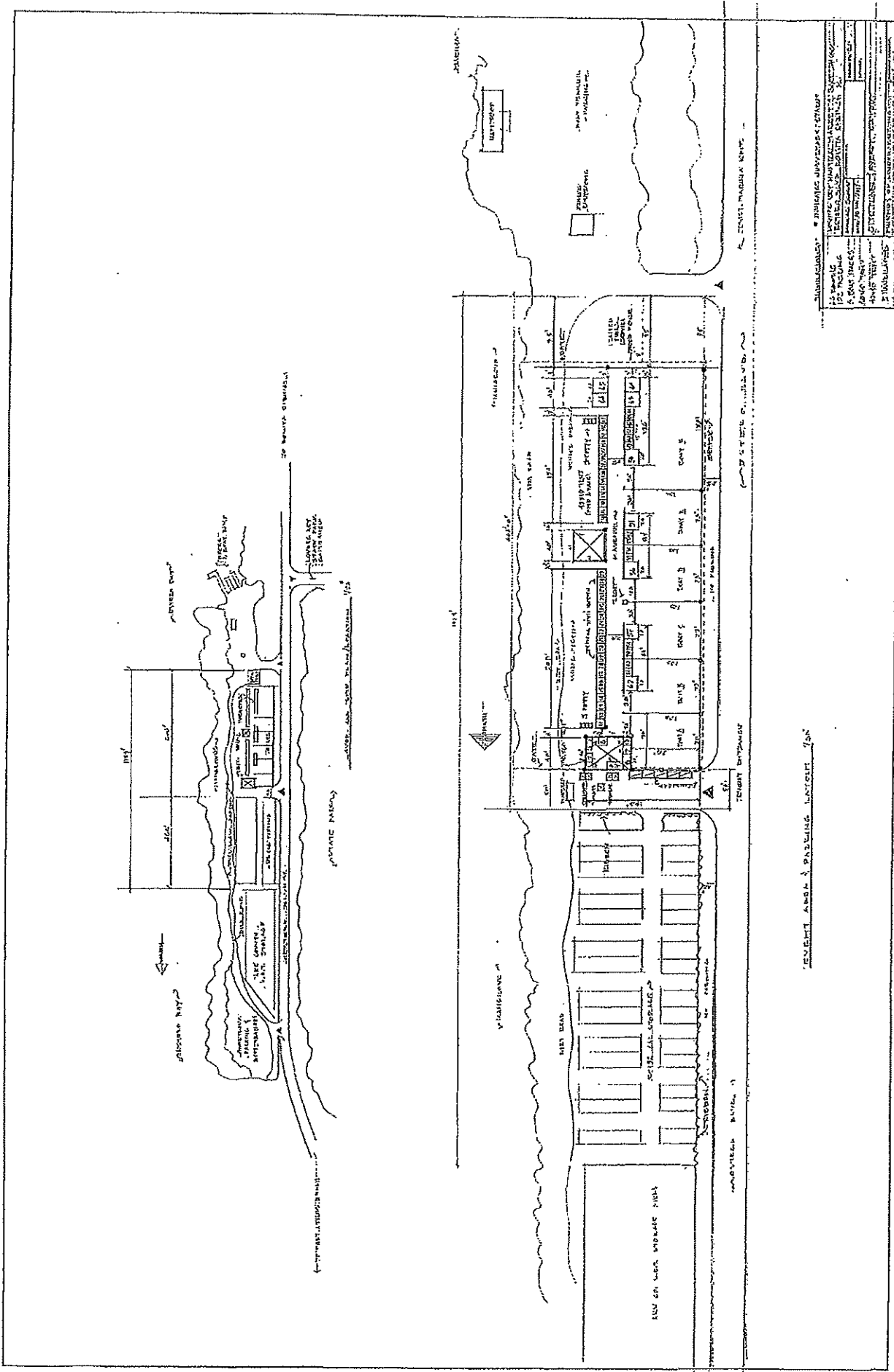
Jan 2~~8~~⁴, Monday, 2022 9am to 5pm

Jan 2~~8~~⁷, Thursday, 2022 9am to 5pm

Tear down date

Feb 1~~0~~¹, Monday, 2022 7am to 12 noon

Jan 31

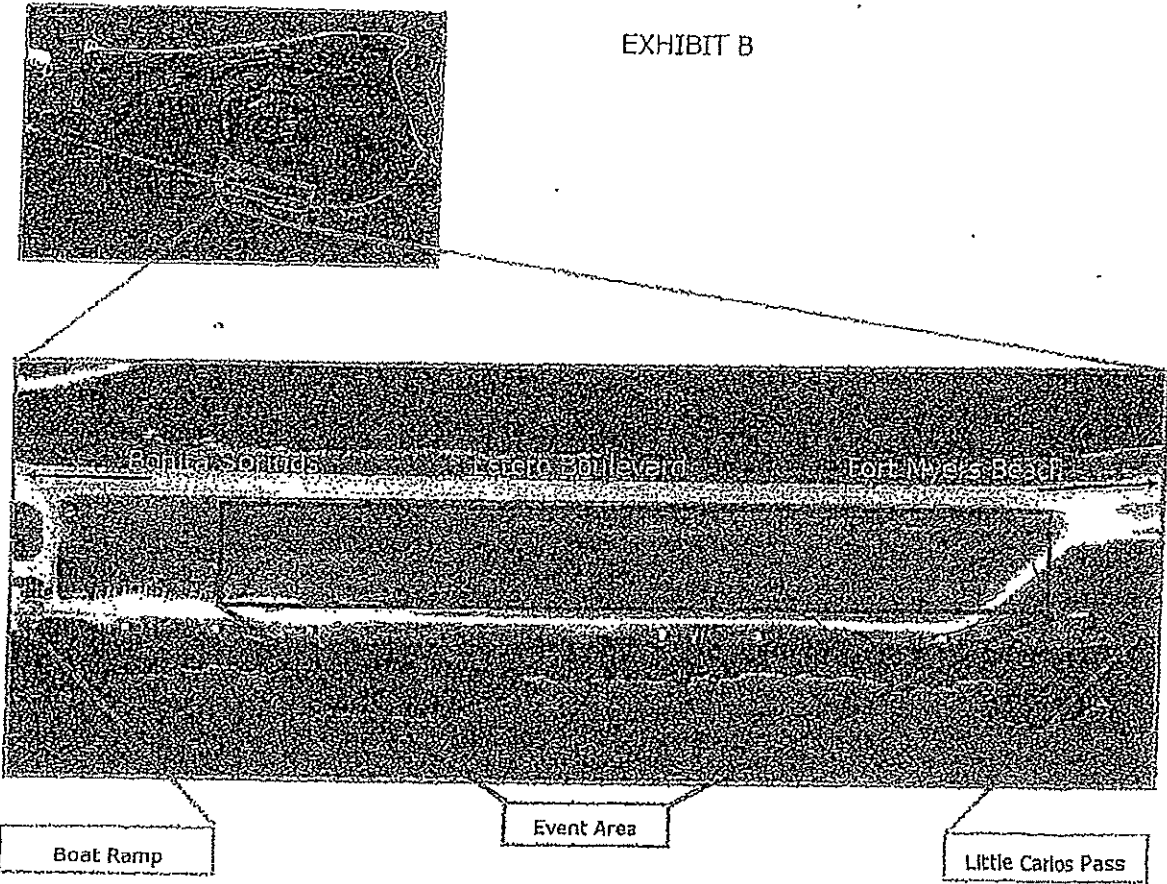


MANUALITY: * BUILDING APPROVAL STAMP

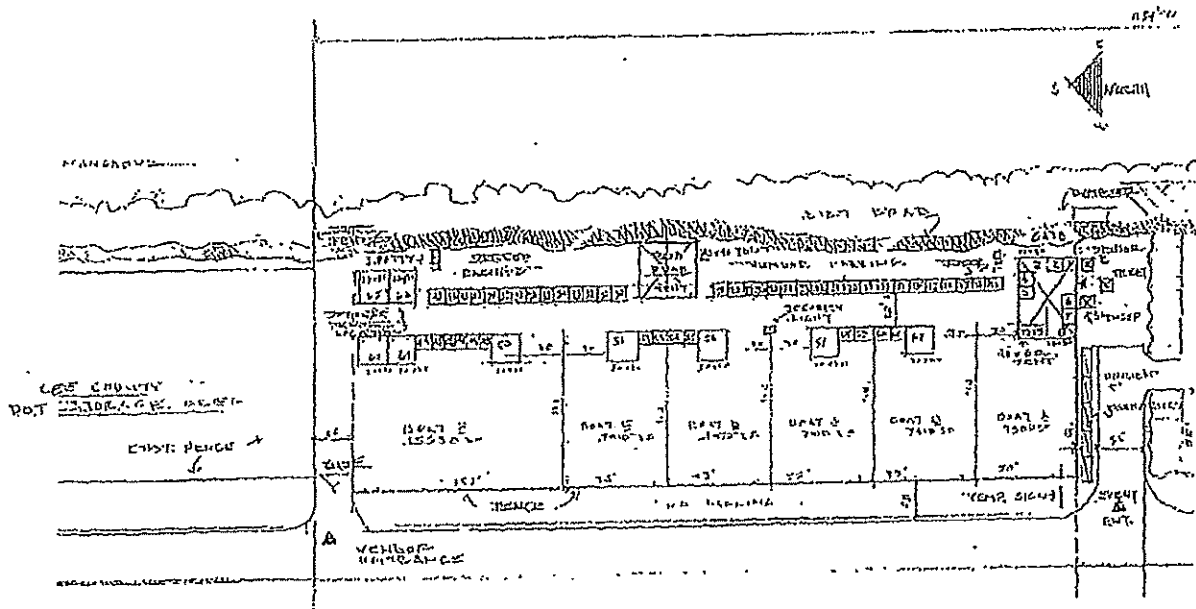
1. NAME	2. ADDRESS	3. CITY	4. STATE	5. ZIP
6. PHONE	7. FAX	8. E-MAIL	9. WEBSITE	10. OTHER
11. PROJECT NO.	12. SHEET NO.	13. DATE	14. SCALE	15. DRAWN BY
16. CHECKED BY	17. APPROVED BY	18. TITLE	19. SIGNATURE	20. DATE

TECHNICAL AREA & PARKING LAYOUT PLAN

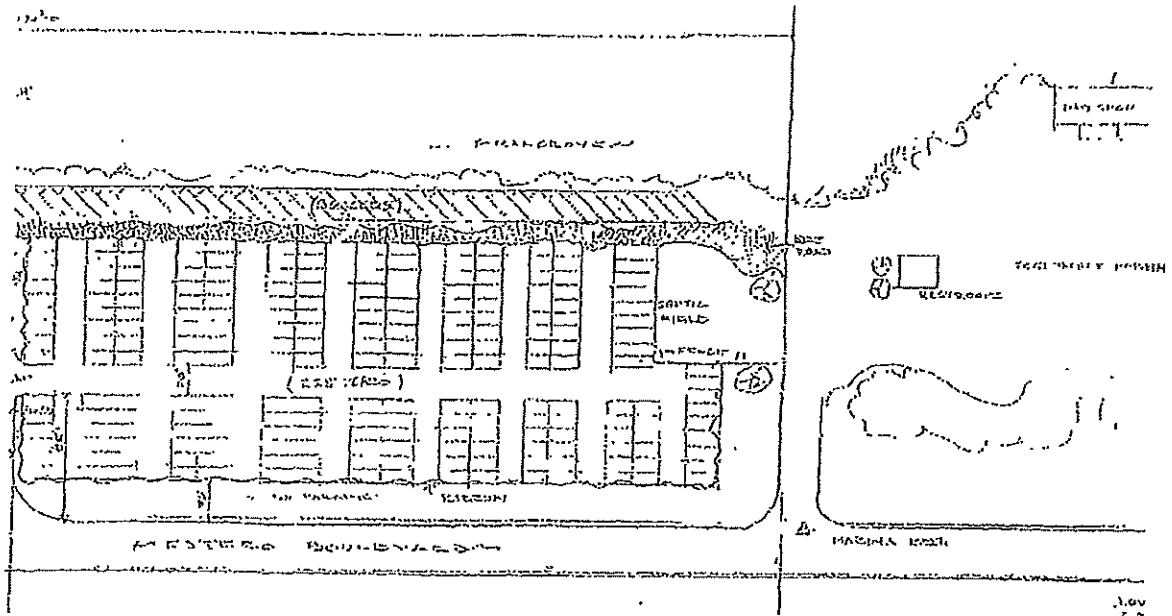
EXHIBIT B

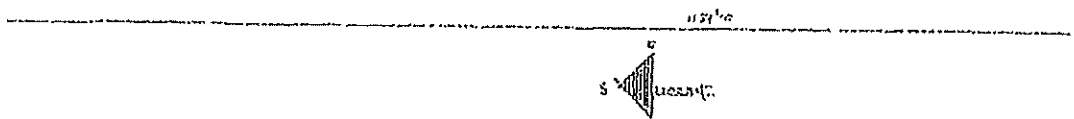
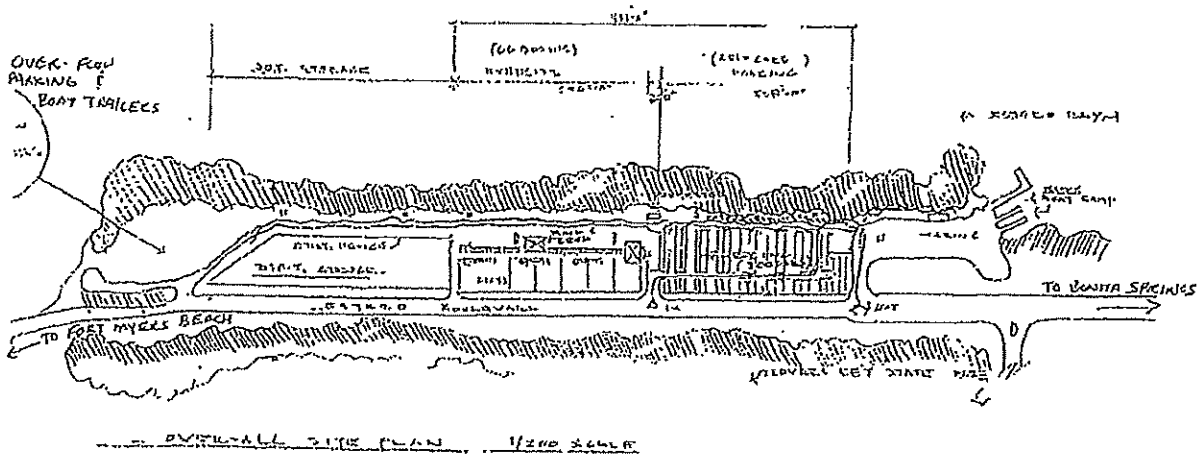


LOWENSTAL'S SITE PLAN 1/200 SCALE
LEFT SIDE (N)



RIGHT SIDE (S)





AGREEMENT FOR EXTRA-DUTY DETAIL SERVICES

This Agreement for **Extra-Duty Detail Services** ("The Agreement" or "Agreement"), effective upon the date of LCSO's signature, is made by and between Sheriff Carmine Marceno, in his official capacity as Sheriff in and for Lee County, Florida and the Lee County Sheriff's Office (hereinafter "LCSO"), and Lover's Key Nautical Market & Boat Show - FOLKS, Inc, (hereinafter "Entity"), and collectively as "the parties", hereby agree as follows:

WITNESSETH:

WHEREAS, Entity plans to engage in an event as set forth, and at a location set forth, in Exhibit A and desires, as a security measure, a law enforcement presence at said event; and

WHEREAS, the LCSO is willing to provide law enforcement personnel, acting in an extra-duty detail capacity, to provide services described herein and set forth in Exhibit A while wearing LCSO uniforms, utilizing LCSO vehicles, and other LCSO property; and

WHEREAS, Exhibit A attached hereto is a material part of the Agreement and is incorporated and merged as if fully set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations undertaken by the parties as contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Authority.**

The Entity expressly represents it or they are legally authorized to bind the Entity. The Entity fully comprehends and acknowledges the LCSO is acting in reliance on this, as well as other representations the Entity has made to members of the LCSO. The Entity further expressly represents that it or they has/have acquired all necessary applicable permits to engage in the event for which they are requesting LCSO law enforcement personnel as set forth in **Exhibit A**.

2. **Description and Schedule of Event.**

The description of the event, including the time, place, and duration, are set forth in Exhibit A, which is attached hereto and incorporated as if full set forth herein.

3. **Term of Agreement.**

The term of this Agreement shall begin on the first day of the event and terminate on the last day of the event as set forth in Exhibit A.

4. **Assessment of Security Needs and Authority Retained by LCSO.**

The Entity understands and consents to the LCSO conducting an assessment of the security needs of the Entity for the event location set forth in Exhibit A. The Entity understands the assessment of the referenced security needs by the LCSO is conducted by the LCSO, at their sole and absolute discretion, to allow LCSO to determine the minimum number of extra-duty detail law enforcement personnel adequate for the event. The Entity acknowledges the assessment of security needs by LCSO as set out herein does not constitute a representation, promise, guarantee or warranty by LCSO that LCSO will be able to supply the minimum number of off-duty or extra-duty detail law enforcement personnel which LCSO determines are required.

The Entity understands the extra duty detail services provided to the Entity are intended to offer an immediate presence of uniformed, sworn law enforcement personnel and to, by their presence alone, serve to potentially deter unruly or unlawful behavior. The Entity fully understands and accepts that by LCSO providing extra duty detail services pursuant to this Agreement LCSO is not assuming any duties of protection or care to any persons who may or may not be present at the location of the event as set forth in Exhibit A. The Entity acknowledges the extra-duty detail services provided by LCSO are merely to serve as a supplement to other measures and/or care provided or taken by the Entity and the Entity specifically DOES NOT expect or rely on LCSO to exclusively assume any duties of care.

5. **Scheduling and Command.**

The primary duties and essential functions of law enforcement personnel providing extra-duty detail services shall be as assigned by LCSO command.

The selection and scheduling of the law enforcement personnel providing extra-duty detail services shall be in accordance with the practices and policies of LCSO.

6. **Termination of Agreement.**

As set forth in Exhibit A.

7. **Compensation.**

As set forth in Exhibit A.

8. **Independent Relationships.**

The parties to this Agreement are solely independent of each other and are contracting with each other for the sole purpose of the obligations set forth in the Agreement. Nothing in this Agreement shall create a partnership, joint venture, agency, or employer/employee relationship. Neither party may make, or undertake, any commitments or obligations on behalf of the other.

9. **Waiver of Terms and Conditions.**

The failure of LCSO to insist on any one or more instances of performance of any of the terms and conditions of this Agreement or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as having waived any such terms, conditions, rights or privileges of the Agreement, and the same shall continue and remain in force and effect.

10. **Severability.**

It is the intention of the parties that this Agreement is in compliance with all relevant state and federal statutes, regulations, and governmental agency guidelines governing the relationship between the parties at the time of execution. If any provision of this Agreement is subsequently rendered invalid or unenforceable by any local, state or federal statute or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

11. **Third Party Beneficiaries.**

This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights, claims, obligations, or duties to any third party not a signatory to this Agreement.

12. **Assignment.**

This Agreement shall not be assigned in whole or in part by either party without the express prior written consent of the other party.

13. **Binding Effect.**

This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the Entity or the LCSO, as applicable.

14. **Governing Law.**

This Agreement shall be controlled, interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to conflict of laws. The exclusive venue for any dispute arising out of this Agreement shall be in a court of competent jurisdiction in Lee County, Florida.

15. **Titles or Captions.**

The paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, modify, amplify, or describe the scope of this Agreement or the intent of any provision hereof.

16. **Draftsmanship.**

Any conflict in the terms of this Agreement shall be construed in favor of LCSO.

17. **Amendments.**

This Agreement may only be modified or amended by the mutual written agreement of the parties. Any such modification or amendment shall be signed by each party and shall be attached to and become a part of this Agreement.

18. **Indemnification.**

The Entity agrees to indemnify and hold harmless LCSO, and its employees, volunteers, and agents for and from any and all claims (direct or derivative), damages, costs, expenses, demands of whatsoever kind or nature, and causes of action, arising from or related to the Entity's performance, nonperformance, action(s), omission(s), or failure to act related to any duty or obligation imposed upon LCSO pursuant to the Agreement. This indemnification obligation shall not be subject to any limitation as to the amount or type of recovery sought, or, on the amount or type of insurance coverage secured by the Entity. Further, the Entity shall require all their insurance carriers, with respect to all insurance policies to which they are a party, to waive all rights of subrogation against LCSO incidental to the extra-duty detail service described herein.

19. **Sovereign Immunity.**

Nothing herein contained in this Agreement is intended, nor shall be construed, to waive any of the limitations of liability and other defenses provided by sovereign immunity and the strict financial limitations set forth in Florida Statute 768.28.

20. **Extra-Duty Detail Indemnification.**

Nothing contained in this Agreement shall in any way limit or impeded application of the indemnification language in Florida Statute 30.2905.

21. **Recitals/Entire Agreement.**

The recitals above are incorporated herein as if fully restated. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

ENTITY

CARMINE MARCENO, SHERIFF O/BO/
THE LEE COUNTY SHERIFF'S
OFFICE

Lover's Key Nautical Market & Boat Show - FOLKS, Inc
8700 Estero Blvd, Ft Myers Beach, FL 33931

By: _____

By: _____
Sheriff/Designee

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Carmine Marceno
Sheriff



State of Florida
County of Lee

"Proud to Serve"

Exhibit A
Detail Request Form

Please fill out the Extra Duty Request form attached to this document completely. All details are a minimum of four (4) hours with the exception of boat details which are a minimum of six (6) hours and a half hour drive time to and from the detail location. When five (5) or more deputies are assigned to an event, a supervisor with the rank of Sergeant or above will be assigned at an upgraded hourly charge. Depending on the type of event or crowd size, it will be at the discretion of the Sheriff's Office to determine the number of deputies needed.

The current detail rates are:

Security	\$48/hr	Traffic	\$58/hr
Funeral Escort	\$48/hr	Security Supervisor	\$58/hr
Escort	\$48/hr	Traffic Supervisor	\$68/hr
Boat	\$48/hr	Civil Stand-by	\$68/hr
Holiday/Last Minute	\$68/hr	Prisoner Transport	\$68/hr

Details are charged a \$15 per deputy vehicle rate (when applicable).
All boat details are charged a \$20 per hour boat rate (when applicable).

Extra Duty Details will not be provided to any person, firm or organization whose members, business or operations are of questionable nature; or for any event that will discredit the assigned Deputy, Sheriff's Office or County. The Sheriff's Office reserves the right to cancel the detail without notice and to recall the deputy(s) when necessary for community safety without penalty.

The Lee County Sheriff's Office will be the only armed personnel at any event where the detail is taking place. Any private security company that is hired to work alongside the Sheriff's Office will be a reputable, licensed and insured company whose employees are State D licensed unarmed security guards. Proof of the signed contract with private security company will be required.

In order to cancel a detail, notice must be given to the Detail Coordinator twenty-four (24) hours prior to the start of the detail either by phone or email. If the cancellation is less than twenty-four (24) hours, a four (4) hour charge per deputy will be billed. In the case of weather, notice of cancellation must be received within two (2) hours of the starting time otherwise a two (2) hour charge per deputy will be billed. In the event of a cancellation after business hours, please call 239-477-1000 and ask to have the on-call Detail Coordinator call you.

Unless otherwise specified, full payment of all details must be received one (1) week prior to the start of the event in the form of a cashier's check, money order, business check or cash. The Lee County Sheriff's Office does not accept credit cards or personal checks. **Payments can be sent to: The Lee County Sheriff's Office 14750 Six Mile Cypress Pkwy., Fort Myers, FL 33912 ATTN: Details Unit.**

LEE COUNTY SHERIFF'S OFFICE USE ONLY			
Total Deputy(ies)	<u>1 day</u>	Total Hours	<u>10 ea</u> Rate per Hour <u>\$58</u> Vehicle Rate <u>\$15 ea</u>
Supervisory Deputy(ies)	<u>1</u>	Total Hours	Rate per Hour _____ Vehicle Rate _____
Entity <u>COVEN KY BOAT SHOW</u>		← SIGN HERE	



"The Lee County Sheriff's Office is an Equal Opportunity Employer"
14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000

Detail Request Form - continued

LCSO Details Main Phone Number: 239-477-1199		
Vendor Information		
Business Name: <u>Lover's Key Nautical Market & Boat Show- FOLKS Inc.</u>		
Street: <u>9240 Bonita Beach Rd Suite 2211 (FOLKS 8700 Estero Blvd FT Myers Beach FL 33931)</u>		
City: <u>Bonita Springs</u>	State: <u>FL</u> Zip Code: <u>34135</u>	
Business Contact: <u>Mark Generales</u>	Phone: <u>239-676-5676</u>	
Email Address: <u>markg@southerntrustfinancial.com</u>		
Event Information		
Detail Location: <u>Lover's Key State Park</u>		
Street: <u>8700 Estero Blvd</u>		
City: <u>Fort Myers Beach</u>	State: <u>FL</u> Zip Code: <u>33931</u>	
Contact During Event: <u>Mark Generales</u>	Phone: <u>239-676-5676</u>	
Event Date: <u>1/28/22 through 1/30/22</u>	Event Time: <u>8a-6p</u>	
Anticipated Crowd Size : <u>2000-3000</u>	Type of Event: <u>Nautical Market</u>	
Additional Security Working Detail: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, how many? _____		
Permits Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Alcohol Served: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Detail Information		
Security <input type="checkbox"/>	Traffic <input checked="" type="checkbox"/>	Prisoner Transport <input type="checkbox"/>
Escort <input type="checkbox"/>	Holiday <input type="checkbox"/>	Funeral Escort <input type="checkbox"/>
Last Minute <input type="checkbox"/>	Stand-by <input type="checkbox"/>	
Marked Vehicle <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Unmarked Vehicle <input type="checkbox"/> Yes <input type="checkbox"/> No	
Uniformed Deputy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Plain Clothes Deputy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Detail Description: One deputy to be present at main entrance for traffic control to keep traffic from backing up on Estero Blvd. Deputy will work in conjunction with volunteers to get drivers in & out of parking lot quickly and safely. Overnight security as well as event security during the day will be handled through a Florida licensed private security company. Estimated cost for traffic control \$1785.		



"The Lee County Sheriff's Office is an Equal Opportunity Employer"
 14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000

AGREEMENT FOR EXTRA-DUTY DETAIL SERVICES

This Agreement for **Extra-Duty Detail Services** ("The Agreement" or "Agreement"), effective upon the date of LCSO's signature, is made by and between Sheriff Carmine Marceno, in his official capacity as Sheriff in and for Lee County, Florida and the Lee County Sheriff's Office (hereinafter "LCSO"), and Lover's Key Nautical Market & Boat Show - FOLKS, Inc _____, (hereinafter "Entity"), and collectively as "the parties", hereby agree as follows:

WITNESSETH:

WHEREAS, Entity plans to engage in an event as set forth, and at a location set forth, in Exhibit A and desires, as a security measure, a law enforcement presence at said event; and

WHEREAS, the LCSO is willing to provide law enforcement personnel, acting in an extra-duty detail capacity, to provide services described herein and set forth in Exhibit A while wearing LCSO uniforms, utilizing LCSO vehicles, and other LCSO property; and

WHEREAS, Exhibit A attached hereto is a material part of the Agreement and is incorporated and merged as if fully set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations undertaken by the parties as contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Authority.**

The Entity expressly represents it or they are legally authorized to bind the Entity. The Entity fully comprehends and acknowledges the LCSO is acting in reliance on this, as well as other representations the Entity has made to members of the LCSO. The Entity further expressly represents that it or they has/have acquired all necessary applicable permits to engage in the event for which they are requesting LCSO law enforcement personnel as set forth in **Exhibit A**.

2. **Description and Schedule of Event.**

The description of the event, including the time, place, and duration, are set forth in Exhibit A, which is attached hereto and incorporated as if full set forth herein.

3. **Term of Agreement.**

The term of this Agreement shall begin on the first day of the event and terminate on the last day of the event as set forth in Exhibit A.

4. **Assessment of Security Needs and Authority Retained by LCSO.**

The Entity understands and consents to the LCSO conducting an assessment of the security needs of the Entity for the event location set forth in Exhibit A. The Entity understands the assessment of the referenced security needs by the LCSO is conducted by the LCSO, at their sole and absolute discretion, to allow LCSO to determine the minimum number of extra-duty detail law enforcement personnel adequate for the event. The Entity acknowledges the assessment of security needs by LCSO as set out herein does not constitute a representation, promise, guarantee or warranty by LCSO that LCSO will be able to supply the minimum number of off-duty or extra-duty detail law enforcement personnel which LCSO determines are required.

The Entity understands the extra duty detail services provided to the Entity are intended to offer an immediate presence of uniformed, sworn law enforcement personnel and to, by their presence alone, serve to potentially deter unruly or unlawful behavior. The Entity fully understands and accepts that by LCSO providing extra duty detail services pursuant to this Agreement LCSO is not assuming any duties of protection or care to any persons who may or may not be present at the location of the event as set forth in Exhibit A. The Entity acknowledges the extra-duty detail services provided by LCSO are merely to serve as a supplement to other measures and/or care provided or taken by the Entity and the Entity specifically DOES NOT expect or rely on LCSO to exclusively assume any duties of care.

5. **Scheduling and Command.**

The primary duties and essential functions of law enforcement personnel providing extra-duty detail services shall be as assigned by LCSO command.

The selection and scheduling of the law enforcement personnel providing extra-duty detail services shall be in accordance with the practices and policies of LCSO.

6. **Termination of Agreement.**

As set forth in Exhibit A.

7. **Compensation.**

As set forth in Exhibit A.

8. **Independent Relationships.**

The parties to this Agreement are solely independent of each other and are contracting with each other for the sole purpose of the obligations set forth in the Agreement. Nothing in this Agreement shall create a partnership, joint venture, agency, or employer/employee relationship. Neither party may make, or undertake, any commitments or obligations on behalf of the other.

9. **Waiver of Terms and Conditions.**

The failure of LCSO to insist on any one or more instances of performance of any of the terms and conditions of this Agreement or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as having waived any such terms, conditions, rights or privileges of the Agreement, and the same shall continue and remain in force and effect.

10. **Severability.**

It is the intention of the parties that this Agreement is in compliance with all relevant state and federal statutes, regulations, and governmental agency guidelines governing the relationship between the parties at the time of execution. If any provision of this Agreement is subsequently rendered invalid or unenforceable by any local, state or federal statute or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

11. **Third Party Beneficiaries.**

This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights, claims, obligations, or duties to any third party not a signatory to this Agreement.

12. **Assignment.**

This Agreement shall not be assigned in whole or in part by either party without the express prior written consent of the other party.

13. **Binding Effect.**

This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the Entity or the LCSO, as applicable.

14. **Governing Law.**

This Agreement shall be controlled, interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to conflict of laws. The exclusive venue for any dispute arising out of this Agreement shall be in a court of competent jurisdiction in Lee County, Florida.

15. **Titles or Captions.**

The paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, modify, amplify, or describe the scope of this Agreement or the intent of any provision hereof.

16. **Draftsmanship.**

Any conflict in the terms of this Agreement shall be construed in favor of LCSO.

17. **Amendments.**

This Agreement may only be modified or amended by the mutual written agreement of the parties. Any such modification or amendment shall be signed by each party and shall be attached to and become a part of this Agreement.

18. **Indemnification.**

The Entity agrees to indemnify and hold harmless LCSO, and its employees, volunteers, and agents for and from any and all claims (direct or derivative), damages, costs, expenses, demands of whatsoever kind or nature, and causes of action, arising from or related to the Entity's performance, nonperformance, action(s), omission(s), or failure to act related to any duty or obligation imposed upon LCSO pursuant to the Agreement. This indemnification obligation shall not be subject to any limitation as to the amount or type of recovery sought, or, on the amount or type of insurance coverage secured by the Entity. Further, the Entity shall require all their insurance carriers, with respect to all insurance policies to which they are a party, to waive all rights of subrogation against LCSO incidental to the extra-duty detail service described herein.

19. **Sovereign Immunity.**

Nothing herein contained in this Agreement is intended, nor shall be construed, to waive any of the limitations of liability and other defenses provided by sovereign immunity and the strict financial limitations set forth in Florida Statute 768.28.

20. **Extra-Duty Detail Indemnification.**

Nothing contained in this Agreement shall in any way limit or impeded application of the indemnification language in Florida Statute 30.2905.

21. **Recitals/Entire Agreement.**

The recitals above are incorporated herein as if fully restated. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.

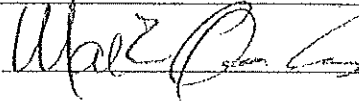
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

ENTITY

CARMINE MARCENO, SHERIFF O/BO/
THE LEE COUNTY SHERIFF'S
OFFICE

Lover's Key Nautical Market & Boat Show - FOLKS, Inc

8700 Estero Blvd, Ft Myers Beach, FL 33931

By: 

By: _____
Sheriff/Designee

Print Name: MARK GENOVES

Print Name: _____

Date: 11-12-2021

Date: _____

AMERICAN PRIDE SECURITY SERVICES INC.

"Put The Red White And Blue To Work For You"

5237 Summerlin Commons Blvd, Suite 330

Fort Myers, FL 33907

(239) 275-2540

(239) 275-2182 Fax

americanpride01@yahoo.com

www.americanpridesecurity.com

SECURITY CONTRACT AGREEMENT

American Pride Security Services Inc. agrees to provide Southern Trust Financial with private unarmed security services at Bonita Springs Rotary Club at Lovers Key Boat Show Market & Seafood Fest located across from Lovers Key State Park in Bonita Springs, FL

1. **American Pride Security Services Inc.** will assume the security services designated by the Client as set forth in the attached schedule A and accept related assignments as directed by Client and agreed upon in writing by **American Pride Security Services Inc.**
2. **American Pride Security Services Inc.** will perform to the best of its ability and in full compliance with all state laws, municipal ordinances and the regulations of the several departments and agencies having jurisdiction.
3. **American Pride Security Services Inc.** personnel will be neatly uniformed and professional at all times and properly trained in accordance with **American Pride Security Services Inc.** training requirements as well as those regulated by the State of Florida.
4. **American Pride Security Services Inc.** supervisory personnel will make periodic inspections of staff for added assurance of performance, appearance, knowledge of assignment, alertness and efficiency.
5. The services provided under this agreement are solely for the benefit of the Client and neither this agreement nor any services rendered hereunder shall give rise to, or shall be deemed to or construed so as to confer any rights on any other party as third-party beneficiary or otherwise and Client agrees to indemnify **American Pride Security Services Inc.** against any claims by such third parties.

6. Prior to the commencement of services pursuant to this agreement, **American Pride Security Services Inc.** shall furnish to the Client, upon request, evidence of coverage with a company or companies acceptable to client; including
 1. Workers compensation and employers liability insurance as required by law in the State in which the security services are performed. Coverage under the workers compensation is included and
 2. Comprehensive general liability, with minimum coverage limits of \$1,000,000 per occurrence, including personal injury, property damage and including personal liability coverage covering the risk of false arrest, false imprisonment, and malicious prosecution, invasion of privacy, libel, slander.
7. **American Pride Security Services Inc's.** relationship with the Client shall be that of an independent contractor. Nothing herein shall be construed as constituting any of **American Pride Security Services Inc's.** security personnel as employees of anyone but **American Pride Security Services Inc.**
8. **American Pride Security Services Inc.** shall be responsible for all salaries, all social security taxes, federal and state unemployment insurance and similar taxes of its security personnel.
9. In the event of a strike or labor dispute involving the Client **American Pride Security Services Inc.** will continue to provide security service, but shall not be required to interfere in such labor dispute, interfere with peaceful picketing, or perform any other act which is or might be deemed a violation of law.
10. The Client acknowledges that **American Pride Security Services Inc.** is not an employment agency, and the security service it provides is made possible only by a substantial investment in advertising for, testing and training a large staff of qualified personnel. Therefore in consideration of this service being made available to the Client, the Client expressly agrees that in the event that any **American Pride Security Services Inc.** personnel who are engaged in serving the Client under this agreement shall become employed by the within one year from the last date on which he/she serves the Client as an employee of **American Pride Security Services Inc.,** unless the Client has the prior written consent of **American Pride Security Services Inc.** to such employment, the Client shall pay to **American Pride Security Services Inc.** the sum of \$3,000 for each such employee as liquidated damages.

<u>Services</u>	<u>Hourly Rate</u>
Unarmed uniformed officer	<u>\$24.00</u>
Court attendance – 4 hr min	<u>\$75.00</u>

Invoice will be emailed to Mark Generales once signed agreement has been received. Payment should be sent to **American Pride Security Services Inc., 5237 Summerlin Commons Blvd, Suite 330, Fort Myers, FL 33907** two weeks prior to start of event.

11. Should the Client request **American Pride Security Services Inc.** to provide additional coverage due to labor disputes, emergency situations, or any other conditions deemed necessary, **American Pride Security Services Inc.** reserves the right to vary hourly rates from those stated above.
12. The terms of this agreement shall commence on January 26, 2022 at 6:00pm and shall continue in force until January 31, 2022 ending coverage at 7:00am. This agreement may be cancelled with 10-day notice by either party in writing.
13. The rates quoted above will remain in effect until January 31, 2022, in the event of any change in any federal, state or municipal legislation, regulation, administrative ruling or collective bargaining agreement affecting any changes in work hours, pay, rates, working conditions or cost of performing this agreement, **American Pride Security Services Inc.** shall notify Client in writing of the change in the rates to be charged Client and the effective date of change.
14. Additionally, this agreement may be terminated immediately if either party becomes insolvent, is the subject of a petition in bankruptcy, or has a receiver appointed for it. The Client may terminate this contract immediately if the insurance coverage provided for in paragraph 6 is either changed or cancelled and **American Pride Security Services Inc.** does not reinstate such coverage.
15. It is understood by the Client that the security services provided herein do not constitute maximum security but provide only a degree of security resulting from the reasonable efforts of security personnel to carry out duties provided by Client and agreed upon security procedures. It is understood and agreed to, between the parties, that **American Pride Security Services Inc.** is not an insurer and that the rates being charged and paid are for guard services designed to deter certain risks of loss, which rates are not related to the value of the personal or real property protected. **American Pride Security Services Inc.** does not make any guarantee, implied or otherwise, that no loss will occur or that the service

performed will avert or prevent occurrences or losses, which the service is designed to help deter or avert. **American Pride Security Services Inc.** has not been engaged as a consultant or otherwise to provide an assessment of security needs at the sites(s) covered. The Client has the sole responsibility of determining its security needs, the hours of service to be provided and the number of security guards to be provided during those hours. **American Pride Security Services Inc.** hereby agrees to defend, indemnify and hold harmless the Client from claims against the Client seeking damages for injury to a person except an employee of **American Pride Security Services Inc.** directly caused by the negligence attributable to **American Pride Security Services Inc.**, or its agents or employees or property damage directly caused by the negligence attributable to **American Pride Security Services Inc.** or its agents or employees. Client agrees to defend, indemnify and hold harmless **American Pride Security Services Inc.** from any and all liabilities, losses and claims against **American Pride Security Services Inc.** alleging a failure to prevent an injury to persons or property at services' location. Client waives any and all rights of subrogation that any insurer of Client may have against **American Pride Security Services Inc.**

16. If a Client requires **American Pride Security Services Inc.** personnel to drive any vehicle (including motorized carts) during the course of their duties, other than the officer's own personal vehicle or a vehicle furnished by **American Pride Security Services Inc.**, the Client agrees that the Client's insurer is the primary coverage on such vehicle and such coverage must cover comprehensive, fire, theft, collision and liability damages. Client further agrees that the Client will name **American Pride Security Services Inc.** as an additional insured party and the Client will waive all rights of recovery from **American Pride Security Services Inc.** and indemnify, hold harmless and defend security contractor, its officers, agents, servants, and employees from any and all such losses, claims, suits, damages, thefts and expenses which may arise out of the use of the Client's vehicle.
17. Notwithstanding anything to the contrary in this Agreement, in the event that **American Pride Security Services Inc.** determines, in its sole discretion, that performance of this Agreement may be hazardous to its employees, **American Pride Security Services Inc.** shall have the right but not the obligation to immediately terminate this Agreement.
18. This Agreement supersedes and cancels all previous agreements, oral or written between **American Pride Security Services Inc.** and Client and represents the entire Agreement between the parties. **American Pride Security Services Inc.** has made no other agreements or representations, oral or written. Any purchase order or other document

issued by Client to **American Pride Security Services Inc.** shall be subject to and governed by the terms and conditions hereof whether or not they materially alter this Agreement. Notwithstanding anything herein to the contrary, if this document is not finally executed by Client and **American Pride Security Services Inc.**, acceptance of services by Client or performance by **American Pride Security Services Inc.** shall constitute acceptance by Client of all the terms and conditions contained herein.

19. Should the Client be subject to terminating the event due to issues out of their control, i.e., covid, with less than 7 days notice from the start of the event the Client agrees to pay **American Pride Security Services Inc.** 50% of the total scheduled security coverage.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and year first above written.

X _____

Date _____

X _____
American Pride Security Services Inc.
Neal P. Loftus, President
Date _____

AMERICAN PRIDE SECURITY SERVICES INC.

SCHEDULE A

SOUTHERN TRUST FINANCIAL

**Bonita Springs Rotary Club at Lovers Key Boat Show Market & Seafood
Fest**

JANUARY 26, 2022 – JANUARY 30, 2022

Unarmed Uniformed Security Officers

Wednesday, January 26th	6:00pm-7:00am – 13 hours
Thursday, January 27th	6:00pm-7:00am – 13 hours
Friday, January 28th	9:00am-7:00am – 22 hours
Saturday, January 29th	9:00am-7:00am – 22 hours
Sunday, January 30th	9:00am-7:00am – 22 hours

TOTAL 92

Additional hours may be added per Client's request.

DUTIES:

- Patrol & monitor property of the event
- Deter criminal activity
- Make management aware of any issues. Any issues reported are provided as a courtesy and American Pride Security Services Inc. accepts no liability for any items not reported.
- Call police/911 if necessary

Lee County Event Permit Application



LEE COUNTY SHERIFF'S DEPARTMENT
14750 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33912
(239) 477-1199

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:	Parking for the event will be in authorized areas only. Right of way must not be impeded.
Deputies (How Many?):	One deputy per day to assist with traffic.
Fee for Services:	
Special Arrangements:	Coordinator has contracted with a FL licensed security company to handle overnight security and event security. Alcohol will remain within the confines of the beer tent & may not be consumed beyond the confines of the beer tent. No road closures required for this event. There will be traffic control at the main entrance to keep traffic from backing up & volunteers in the parking lot to assist with parking.

Print Name: Captain. S. Brady
Signature: Capt. Steven J Brady
Title: Special Events, Permits and Details
Date: 11-01-21

Janet

Lee County Event Permit Application

FIRE DEPARTMENT

The Fire Department serving the area where the event is to be held signs this form. Please see User's Guide for contact information and Fire District Map.

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Fire Guards (How Many?)

Please call Chief Scott 239-949-6203

Fee for Services:

Flammable Vegetation:

First Aid Equipment:

see above contact

Fire Extinguishing:

A certified tagged ABC fire extinguisher in each tent. Each tent needs a minimum of two exits with exit signs.

Special Arrangements:

Provide a site plan showing location of tents including size, location of exits, no smoking signs, copy of flame resistance of tent fabric. Inspection must be during normal business hours of M-F 8-4 PM or overtime inspection will be required at applicant expense.

Print Name: Justin Washburn

Signature: [Signature]

Title: Fire Marshal

Date: 11-5-2021



Lee County Event Permit Application

EMERGENCY MEDICAL SERVICES / PUBLIC SAFETY
2000 Main St., Suite #100
FORT MYERS, FL 33901
(239) 533-3911

Check the appropriate box(es) below:

- [X] SPECIAL EVENT PERMIT
[] USE OF COUNTY PROPERTY PERMIT
[] FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Treatment Facilities: None necessary.

Medical Personnel: None necessary.

Medical Supplies / Equipment: None necessary.

Safety Requirements: Applicants shall follow all CDC and FDOH directives, and the Florida Governor's Executive Orders concerning health and safety, especially with regards to COVID-19 and the number of people congregating at the event.

Fee for Services: Not applicable.

Special Arrangements: Please call 911 in the event of an emergency. To arrange special event coverage, contact our office at 239 533-3911.

Print Name: Douglas B. Higgins
Signature: Douglas B. Higgins
Title: Division Chief
Date: November 02, 2021

Lee County Event Permit Application



LEE COUNTY PARKS AND RECREATION
3410 PALM BEACH BOULEVARD
FORT MYERS, FLORIDA 33916
(239) 533-7275

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Illumination:	N/A
Parking Areas:	N/A
Special Arrangements:	N/A - Event is not on Parks and Rec property and will not affect county park operations or programs.

Print Name: Colleen Via
Signature: Colleen Via
Title: Operations Manager
Date: 11/12/2021

Lovers Key Boat Show
1/24 - 1/31/2022

Lee County Event Permit Application



LEE COUNTY RISK MANAGEMENT
COUNTY ADMINISTRATION BUILDING - 4TH FLOOR
2115 SECOND STREET
FORT MYERS, FLORIDA 33901
(239) 533-2221

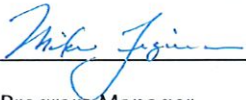
Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Insurance Requirements: Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence to protect against bodily injury and/or property damage relative to applicants use of aforementioned event within Lee County.

Special Arrangements: A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured.
Subject to proof of insurance.

Print Name: Mike Figueroa
Signature: 
Title: Risk Program Manager
Date: November 2, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2021

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 have ADDITIONAL INSURED provisions or 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 Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita PHONE (A/C, No, Ext): 1-833-3ROTARY E-MAIL ADDRESS: rotary@ajg.com	FAX (A/C, No): 630-285-4062
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company NAIC # 19437	
INSURED All Active US Rotary Clubs & Districts Rotary Club of Bonita Springs, Inc. / District 6960 ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 899307648** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	015375594	7/1/2021	7/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			015375594	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

OK 11/02/2021
Mike Joiner

CERTIFICATE HOLDER	CANCELLATION
Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902	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 <i>Cynthia L. DeMonte</i>



FLORIDA DEPARTMENT OF Environmental Protection

Lovers Key/ Carl E. Johnson State Park
8700 Estero Boulevard
Fort Myers Beach, FL 33931

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

October 29, 2021

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

To Whom It May Concern:

This letter is to inform the City of Bonita Springs that the Friends of Lovers Key, Inc and the Rotary Club of Bonita Springs has authorization to host the Lovers Key Nautical Boat Show, Market and Seafood Fest at Lovers Key/ Carl E. Johnson State Park. The authorization for this event is for January 28, 29 and 30, 2022 for the hours to occur between 8:00 AM and 5:00 PM. This letter authorizes setup for the event to begin on Wednesday January 26, 2022 and for breakdown to be completed on Monday January 31, 2022. The Friends of Lovers Key, Inc. and the Rotary Club of Bonita Springs have authorization to host the event in the location of the Event Field located adjacent to the Boat Ramp area of the park.

Attached to this authorization letter is an Approved Use Area of Lovers Key State Park indicating the designated Event Area.

This letter also authorizes the consumption of alcoholic beverages within the fenced Event Area located at the Event Field of Lovers Key State Park for the Lovers Key Nautical Boat Show, Market and Seafood Fest on January 28, 29 and 30, 2022. The designated area must be marked with signage stating, "No Alcoholic Beverages Beyond This Point". This event must comply with Chapters 561, 563, and 564, F.S. and Rule 61A-3, F.A.C., and any local ordinances that regulate the alcoholic beverage license.

If there are any further questions or more information needed, please contact the Park Manager via email Catherine.Moses@FloridaDEP.gov or telephone (239) 463-4588.

Sincerely,

A handwritten signature in cursive script that reads "Catherine Moses".

Catherine Moses
Park Manager
Lovers Key State Park



FLORIDA DEPARTMENT OF Environmental Protection

Lovers Key/ Carl E. Johnson State Park
8700 Estero Boulevard
Fort Myers Beach, FL 33931

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Attached to this authorization letter is an Approved Use Area of Lovers Key State Park indicating the designated Event Area.

If there are any further questions or more information needed, please contact the Park Manager via email Catherine.Moses@FloridaDEP.gov or telephone (239) 463-4588.

Sincerely,

A handwritten signature in cursive script that reads "Catherine Moses".

Catherine Moses
Park Manager
Lovers Key State Park



FLORIDA DEPARTMENT OF Environmental Protection

Lovers Key/ Carl E. Johnson State Park
8700 Estero Boulevard
Fort Myers Beach, FL 33931

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

October 29, 2021

Lee County Sheriff's Office
14750 Six Mile Cypress Parkway
Fort Myers, FL 33912

To Whom It May Concern:

This letter is to inform the Lee County Sheriff's Office that the Friends of Lovers Key, Inc and the Rotary Club of Bonita Springs has authorization to host the Lovers Key Nautical Boat Show, Market and Seafood Fest at Lovers Key/ Carl E. Johnson State Park. In addition, this letter is to inform the Lee County Sheriff's Office that the Friends of Lovers Key, Inc and the Rotary Club of Bonita Springs has authorization to hire a third-party security guard for the event. The security guard will be responsible for security within the fenced and gated area of the event area. This authorization for the Lovers Key Nautical Boat Show, Market and Seafood Fest event is being held on January 28, 29 and 30, 2022. The Friends of Lovers Key, Inc. and the Rotary Club of Bonita Springs have authorization to host the event in the location of the Event Field located adjacent to the Boat Ramp area of the park. Attached to this authorization letter is an Approved Use Area of Lovers Key State Park indicating the designated Event Area.

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If there are any further questions or more information needed, please contact the Park Manager via email Catherine.Moses@FloridaDEP.gov or telephone (239) 463-4588.

Sincerely,

A handwritten signature in cursive script that reads "Catherine Moses".

Catherine Moses
Park Manager
Lovers Key State Park



FLORIDA DEPARTMENT OF Environmental Protection

Lovers Key/ Carl E. Johnson State Park
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If there are any further questions or more information needed, please contact the Park Manager via email Catherine.Moses@FloridaDEP.gov or telephone (239) 463-4588.

Sincerely,

A handwritten signature in black ink that reads "Catherine Moses".

Catherine Moses
Park Manager
Lovers Key State Park

Attachment A: Approved Use Area

Event: Lovers Key Nautical Boat Show, Market & Seafood Fest

LKSP/ DEP Permit #: LKSP-01282022

