

EVENT PERMIT

Ordinance 14-15

FAIR AT FENWAY SOUTH

PERMIT NUMBER: TMP2017-00269

Date(s) of Event: November 10, 11, 12, 16, 17, 18, and 19 2017, 5pm-11pm weekdays,
1pm-11pm Sat and Sun

Property Owner: NESV FLORIDA REAL ESTATE LLC

Applicant: FAIR PRODUCTION II INC

Contact: JEFFREY BOLONSKI

Description: Family fun fair including rides, games, food, attractions and entertainment

Location of event: 11501 FENWAY SOUTH DR FORT MYERS 33913
JETBLUE PARK/**516-369-2195

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

Will the event be held on County Owned Property ? Yes

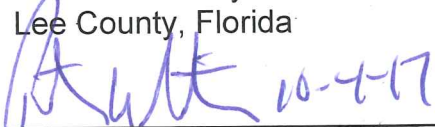
Will there be alcohol consumed or sold at the event ? No

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


County Manager Date



Lee County
Southwest Florida

Event Application

Special Event

Use of
County
Property

Alcohol
within Lee
County
Facilities

Film, Video
&
Photography

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	Fair at Fenway South
Date(s) of Event / Production:	Nov. 10,11,12,16,17,18,19 2017
Location(s) of Event:	JetBlue Park 11500 Fenway South Drive Ft. Myers FL 33913
Name of Applicant:	Fair Production II Inc
Applicant Address:	PO Box 70 Old Bethpage, NY 11804
Applicant Phone Number:	516-369-2195
Contact Person: (If different from applicant)	Jeffrey Bolonski
Contact Phone Number: (If different from applicant)	813-677-0121(O) 813-294-3939(C)
Email Address:	xcircusmanx@yahoo.com
Estimated Attendance:	500-1000/day
Event Description: Include each activity, when activities take place, etc.	Family fun fair including rides,games, food, attractions and entertainment
Hours of Operation:	5pm-11pm weekdays, 1pm-11pm Saturday and Sunday
STRAP # of Parcel:	24-45-25-02-00001,00002,00003,00004,00005 24452502000030000
Owner of Premises*:	NESV Real Estate

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

Fill out the following questions for all permit types:



What is the Zoning Classification of the premises? MPD

Are any temporary structures to be installed for the event? ☐ Yes ☒ No Type: _____

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: T.H.E. Insurance Company/Allied Specialty Insurance

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

Surety Company Bonding this Event (Name and Address): N/A

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:

Wade Shows Inc. PO Box 51730 Livonia, MI 48151

Type of Food being Served: Typical fair food popcorn, cotton candy, funnel cakes, hot dogs, cheesesteaks, pizza, soda

Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: _____

Fill out this portion for applications for Solicitation in the County Rights-of-Way:

Name of Charity: _____

Address of Charity: _____

Phone Number: _____

Non-profit certificate/registration number: _____

(Proof of registration with the Dept. of Agriculture & Consumer Services \$496.405 or proof the organization is exempt from this requirement. \$316.2045).

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: _____

(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

Section IV - FILM / VIDEO / PHOTOGRAPHY PERMIT

Type of Production (choose all that apply):

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

Will any of the following be needed or included*?

- | | | |
|--------------------------------|------------------------------|-----------------------------|
| Street Closure | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Traffic / Crowd Control | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Fire or Burning | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Explosives or Pyrotechnics | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Animals, Large or Small | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Construction of Any Kind | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Large and/or Numerous Vehicles | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Helicopters, Boats, etc. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Stunts | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other | <input type="checkbox"/> Yes | <input type="checkbox"/> 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: _____ 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



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.

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.

Jeffrey Bolonski
Signature of Applicant

Jeffrey Bolonski / Promoter
Print Name of Applicant and Title

10/2/17
Date

AJ
Witness

A. J. Voss
Print Name of Witness

10/2/17
Date

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 in authorized parking areas only.

Deputies (How Many?):

2 deputies from 1700-0000 hrs all days

Fee for Services:

\$40/hr per deputy

Special Arrangements:

Hours will be adjusted as necessary.

Print Name: Captain J. Loethen

Signature:

Capt J Loethen 92149

Title:

Special Events, Permits and Details

Date:

12/2/17

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:

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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?)

2 Certified Crowd Managers

Fee for Services:

\$55.00 inspection fee for each tents over 900 sqft

Flammable Vegetation:

Must be cleared from tents and other combustibles.

First Aid Equipment:

Call 911 as needed.

Fire Extinguishing:

Minimum 2A10BC extinguisher to be at each tent.

All cooking tents, trailers, or food service trucks:
Must be NFPA 96 compliant, 2A10BC extinguisher, and class K extinguisher.

Special Arrangements:

None required at this time.

Print Name: C. Wolfe

Signature: Chris Wolfe

Digitally signed by Chris Wolfe
Date: 2017.09.27 07:52:13 -04'00'

Title: Division Chief

Date: Sep 27, 2017

Lee County Event Permit Application



EMERGENCY MEDICAL SERVICES / PUBLIC SAFETY
14752 SIX MILE CYPRESS PARKWAY
FORT MYERS, FL 33912
(239) 533-3911

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.

Treatment Facilities:	None necessary.
Medical Personnel:	None necessary.
Medical Supplies / Equipment:	None necessary.
Safety Requirements:	No additional precautions necessary.
Fee for Services	Not applicable.
Special Arrangements:	Public Safety recommends fire or EMS coverage during setup and tear down of the event. Please call 911 in the event of an emergency. To arrange special event coverage, contact our office at 239 533-3911.

Print Name: Benjamin Abes

Signature: Benjamin Abes

Digitally signed by Benjamin Abes
Date: 2017.09.29 12:25:32 -04'00'

Title: Chief

Date: 09/29/2017

Lee County Event Permit Application



DEPARTMENT OF TRANSPORTATION
1500 MONROE STREET
FORT MYERS, FL 33901
(239) 533-8580

Check the appropriate box(es) below:

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

Parking:

No event parking on Lee County maintained road rights-of-way.

Ingress and Egress:

Use all established means of ingress and egress.

Special Arrangements:

Use Lee County Sheriff's Office for assistance with traffic control as needed.

Print Name: Bryan Miller

Signature: Bryan D. Miller

Digitally signed by Bryan D. Miller
Date: 2017.09.29 11:34:32 -04'00'

Title: Senior Project Manager

Date: September 29, 2017

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:

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☐ FILM PERMIT

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

Illumination:

All illumination must follow county ordinance

Parking Areas:

Event organizer must ensure parking is restricted to designated areas and provide open, accessible driveways & roadways for emergency vehicles.

Special Arrangements:

All event programs and entertainment must be stopped by 11 pm

Print Name:

Alise Flanck

Signature:

Alise Flanck

Title:

Deputy Director

Date:

9/26/17

Faire at Fenway
Nov 10, 11, 12 & 16/17, 18, 19

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:

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☐ 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: September 25, 2017

FAIR AT FENWAY SOUTH
JETBLUE PARK

PATRON
PARKING

PATRON
PARKING

PATRON
PARKING

JetBlue Park

PARKING

Canvas Alley

Fenway South Drive

TRAILER PARK

FERRIS WHEEL

RIDES

GENERATOR

GENERATOR

RIDES

GAMES

GAMES

876

Power Alley

Fenway S Dr

SHOW

SHOW

SHOW

SHOW

STANDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/17

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 Allied Specialty Insurance, Inc
10451 Gulf Blvd
Treasure Island, FL 33706
8002373355

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: T.H.E. Insurance Company

12866

INSURED Fair Productions II, Inc.
P.O. Box 70
Old Bethpage, NY 11747

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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 GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP0103317-04	04/14/17	04/14/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

ADDITIONAL INSURED WITH RESPECTS TO THE OPERATIONS IF THE NAMED INSURED ONLY:
NEW ENGLAND SPORTS VENTURES, LLC; N.E.S.V. I, LLC; N.E.S.V. II, LLC; N.E.S.V. IV LLC; LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND NESV FLORIDA REAL ESTATE LLC, BOSTON REDSOX BASEBALL CLUB. JET BLUE PARK, FT. MYERS, FL. FOR DATES:
11/06/17 THROUGH 11/23/17

CERTIFICATE HOLDER

CANCELLATION

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

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

Carol A. Serra

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1983 1912 1915 1916 1918 2004 2007

September 21, 2017

To Whom It May Concern:

The Boston Red Sox and NESV Florida Real Estate hereby grant Fair Production II with a place of business at P.O. Box 70, Old Bethpage, NY 11804 permission to access land owned by NESV Florida Real Estate and surrounding parking lots located at 11500 Fenway South Drive for the dates of November 6th to November 23rd 2017.

The times for each day are as followed:

November 6th-10th 2017 - Set-Up.

November 10th - 19th 2017 - Event/Fair 7:00 am to 12:00 am.

November 19th - 23rd 2017 - Load out.

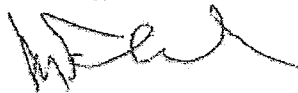
The parcels of land used for the fair have the following strap numbers:

- #24-45-25-02-00001.0000
- #24-45-25-02-00002.0000
- #24-45-25-02-00003.0000
- #24-45-25-02-00004.0000
- #24-45-25-02-00005.0000

Please let us know if there is any additional information needed.

Thank you.

Sincerely,



Jay Fandel

Manager of Florida Ballpark Operations |

Boston Red Sox | JetBlue Park

11500 Fenway South Drive | Fort Myers, FL | 33913

Phone: 239-226-4734 | Cell: 239-989-7477

Fax: 239-226-4767

Email: jfandel@redsox.com

State of FL

County of Lee

Subscribed to and signed by me

this 21st day of Sept 2017

By Jay Fandel

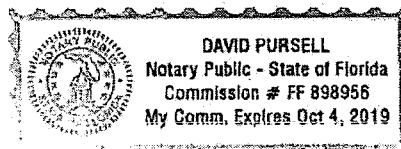
Personally known to me

Notary Public for the State of Florida FL Drivers License

Paul Paul

Notary Public Here

My Commission Expires 10-4-19



BOSTON RED SOX

JETBLUE PARK

11500 FENWAY SOUTH DRIVE

FORT MYERS, FL 33913



1661 Benchmark Avenue
Fort Myers FL 33905

Fax 910-324-6578
speebles@blusitesolutions.com

TEMPORARY SANITATION AGREEMENT

Date: 9/18/17
Start Date: 11/6/17
End Date: 11/20/17

Purchase/Job No: _____

Bill To / Customer:

Company: Fair Production LLC
Address: P.O. Box 70
City/State/Zip: Old Bethpage NY 11804
Contact Name: Jeff - 813-677-0121
Email: xcircusx@yahoo.com

Deliver To:

Contact Name: Jeff - 813-677-0121
Contact Phone: 813-677-0121
Job Name: Jet Blue Stadium - Fair
Address: Daniels Parkway
City/State/Zip: Fort Myers FL

EQUIPMENT TYPE	QUANT.	Per Pricing	Per Unit/Each
Special Event Porta Potties	15	\$45.00	\$675.00
Handicap Porta Pottie	1	\$55.00	\$55.00
Holding Tanks	4	\$65.00	\$260.00
Service Units 11-10-2017	6	\$15.00	\$90.00
11-12-2017, 11-16-2017, 11-17-2017, 11-18-2017, 11-19-2017	96	\$15.00	\$1,440.00
Tax 6%	1	\$151.20	\$151.20
Total			\$2,671.20
			Special

Special Instructions / Notes * 1/2 to be paid prior to event balance Net 30

Terms and Conditions

- 1) Responsibility. Customer agrees to assume responsibility for all damages to the rented equipment beyond normal wear while at customer site. This includes, but not limited to, theft and vandalism. Customer agrees to reimburse vendor for all repair and replacement costs. The Customer agrees to assume all risks associated with vendor equipment while at customer site. Not responsible for any damage to property resulting in placement of unit outside of accessible area within 25 foot.
- 2) Terms. 1/2 Paid Prior, Balance Net 30. Customer agrees to use vendor as their sole provider of all portable sanitation on this Customer site. Customer has received pictures and quote of trailer and accepts this contract. Units must be in a place accessible to service, delivery and pickup within 25 foot max of a hard surface. Cancellation fee of 50% once contract is signed
- 3) Excused Performance. Neither party hereto shall be liable for its failure to perform or delay performance hereunder due to circumstances or the significant threat of circumstances beyond its reasonable control, whether foreseeable or not, including, but not limited to strikes, labor trouble, riots, compliance with laws or government orders, acts of war or terrorism, inability to access equipment, fires and acts of god, such as heavy rain and such failure shall not constitute a default under this Agreement.
- 4) Attorney Fees. In the event of breach of Agreement by either party, the breaching party shall pay all reasonable attorney's fees and costs of the other party incident to any action brought to enforce this Agreement. In the event Customer fails to pay vendor all amounts which become amount due, any and all costs incurred by vendor as a result of such failure to pay, including to the extent permitted by law, reasonable attorney fees.
- 5) Pricing above is out the door

Thank you for your BUSINESS!

Company/Customer: _____ Blu Site Solutions of Southwest Florida, Inc.
Authorized Signature _____ Signature: Stacie Peebles
Print Name _____ Print Name: Stacie Peebles

Please send signed copy via fax or email to Blu Site Solutions of Southwest Florida, Inc. Attn: Sales Dept. @ 910.324.6578. Email - speebles@blusitesolutions.com. If you have any questions, please call me direct @ 910.325.8836

Registered
Application
Number
F-12218



Certificate of Flame Resistance

Issued By:
Herculite Products Inc.
PO Box 435
Emigsville PA 17318

Date of Manufacture:
07/15

This is to certify that the materials described have been flame retardant treated (or are inherently nonflammable).

For Miami Missionary Tent AT 129 S. Treaty Rd.
City Miami State OK Zip 74354

Certification is hereby made that:

The articles described on this certificate are made from a flame resistant fabric or material registered and approved by the State Fire Marshal for such use. The fabric is tested by a certified independent testing lab and passes all requirements detailed by NFPA 701 Large Scale Test. It also passes California State Fire Marshal Small Scale Test as well as meeting all requirements of the ULC S109M87 Large and Small Scale test for Canada.

Trade Name of flame-resistant fabric or material used Wideside HD Premium Reg. No. F-12218

The Flame Retardant Process Used WILL NOT Be Removed By Washing
(will or will not)

Don S. Kellum

Stephen A. Hunsont

By

Type, Color and weight of vinyl: Wideside HD Premium, 14 oz. Blue

STAGE XA 30' 14 OZ BLUE & WHITE #4032
FOR CIRCUS WITH A PURPOSE
MICHAEL & SHARON SANDLOFER