



EVENT PERMIT

Ordinance 17-08



Blueberry Fest

PERMIT NUMBER: TMP2026-00047

Date(s) of Event: May 2, 2026 and May 3, 2026 from 10:00am until 5:00pm

Property Owner: LEE COUNTY

Applicant: Richard Buckler
3868044009

Description: Blueberry themed vendors and activities

Location of event: 11831 BAYSHORE RD, NORTH FORT MYERS, FL 33917

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

 2/19/26
County Manager Date



Lee County
Southwest Florida

Event Application

Special Event

Use of
County
Property

Alcohol
within Lee
County
Facilities

Film, Video
&
Photography

Blueberry Fest

TMP2026-00047

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	Blueberry Fest
Date(s) of Event / Production:	MAY 2 & 3, 2006
Location(s) of Event:	Fairgrounds at the Lee Civic Center location
Name of Applicant:	Buckler Promotions, Inc.
Applicant Address:	1697 Doyle Rd., Deltona, FL 32725
Applicant Phone Number:	386-860-0092
Contact Person: (If different from applicant)	Richard Buckler
Contact Phone Number: (If different from applicant)	386-804-4009
Email Address:	richard.bucklershows@yahoo.com
Estimated Attendance:	5,000-8,000
Event Description: Include each activity, when activities take place, etc.	Family friendly activity with a blueberry theme. Event will have food and alcohol sales in addition to retail and commercial vendors. We plan a daily classic car show, dog show (3 times a day), children's games, customer contests, pony rides, petting zoo, inflatables, axe throwing, bungee jump, monster truck rides (no show or tricks) and, of course, blueberries.
Hours of Operation:	10am - 5pm each day
STRAP # of Parcel:	244 325 000 000 70000
Owner of Premises*:	Lee County

*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? community facilities

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: Francis L. Dean & Assoc.

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

Surety Company Bonding this Event (Name and Address): _____

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:

Several independent food vendors

Type of Food being Served: Fair-style food and beverages

Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: Buckler Promotions, Inc.

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)

Cheers To You will supply

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: _____

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:

During peak times traffic control on roadways may be needed. All regular staff members are certified in crowd control but no concerts or events with concentrations of people are planned.

Activities included are a frisbee dog show, petting zoo and pony rides.

Special Parking Requirements:

None. Utilizing marked, paved parking areas around the Civic Center building.

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

None outside of police for event security and possible traffic control.

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		

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

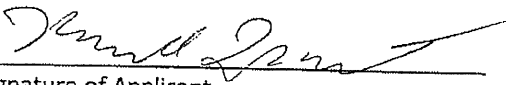


SECTION V - AGREEMENT

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.

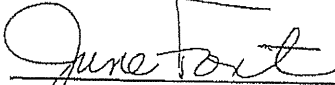
The Applicant agrees that the Lee County permit does not provide Applicant with any property rights in the County property in question or in the permit itself.

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


Signature of Applicant

Richard L. Buckler Jr. - Treasurer
Print Name of Applicant and Title

1/30/26
Date


Witness

June Font
Print Name of Witness

1/30/26
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:

It is understood through this permit that all parking will be on-site. The right-of-way should remain clear of vehicle traffic.

Deputies (How Many?):

One supervisor, six security deputies & two traffic deputies will be required each day.

Fee for Services:

Contact the Details Unit for further information.

Special Arrangements:

This approval is contingent on event coordinator following through with the stipulation of hiring LCSO extra duty detail deputies as outlined above and confirming that the coverage is in place prior to the start of the event. Detail deputies will remain on site as long as the event is open to the public.

Print Name:

Joseph Heuglio

Signature:

[Handwritten Signature]

Title:

Captain

Date:

2/4/26

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
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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.

Fire Guards (How Many?)	2 Firefighter EMTs will be required for the 2 dates the public will be admitted while gates are open.
Fee for Services:	\$100 Fire Dept. Permit Fee. Includes Plans reviews and inspections Bayshore Fire Rate is \$60 per hour per FF/EMT and will be billed after the event
Flammable Vegetation:	Not permitted
First Aid Equipment:	On-site during event hours
Fire Extinguishing:	On-Site during event hours
Special Arrangements:	Food trucks will need to be inspected before the event opens. Please call 239-543-3443 to make arrangements for the inspections.

Print Name: William Underwood, Fire Chief

Signature:

Title:

Fire Chief

Date:

02/02/2026

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:

- ☒ SPECIAL EVENT PERMIT
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☒ 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.

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.
Fee for Services	Not applicable.
Special Arrangements:	Please call 911 in the event of an emergency. To arrange special event emergency medical coverage (ambulance, cart, etc) or EMS participation, please fill out and submit the form at the following link: EMS Special Detail Request Form For questions, contact our office at EMSDetail@leegov.com.

Print Name: Douglas B. Higgins

Signature: Douglas B. Higgins

Digitally signed by Douglas B. Higgins
Date: 2026.02.12 08:48:17 -05'00'

Title: Captain, EMS Operations

Date: February 12, 2026

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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☐ FILM PERMIT

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 is permitted in Lee County maintained road right of ways.

Ingress and Egress:

Please use all established means of ingress and egress.

Special Arrangements:

Shall use Lee County Sheriff's Office for assistance with traffic control as needed. Emergency vehicle access and public vehicular access shall be maintained on all surrounding Lee County maintained roads.

Print Name: Nathan Thoman

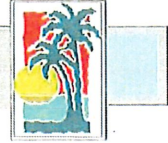
Signature: Nathan Thoman

Digitally signed by Nathan Thoman
Date: 2026.02.09 08:56:47 -05'00'

Title: Project Manager

Date: 02/09/2026

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 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:

The event organizer is responsible for providing additional safety and security lighting, as needed.

Parking Areas:

All vehicles must park in the designated areas accessible through the main entrance on Bayshore Road.

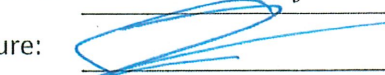
The event organizer is responsible for ensuring that no vehicles block driveways or roadways, maintaining clear access for emergency vehicles. Vendors must park in the area specified on the event map.

Special Arrangements:

The event organizer is responsible for providing adequate staff or volunteers throughout the event to manage litter control and ensure debris is removed during and after the event. Coordination with on-site staff is required to establish designated trash and debris collection areas.

All alcohol must be served by properly licensed and permitted vendors and must remain within Mike Greenwell Regional Park, formerly Lee Civic Center Complex. Trained personnel must monitor alcohol service areas to prevent underage drinking and overconsumption. The use of glass bottles is strictly prohibited. The sale and consumption of alcoholic beverages must end no later than 1½ hours before the event concludes. Additionally, the event organizer must comply with all terms stated in the signed agreement and adhere to Lee County Ordinances No. 22-10 (noise) and 18-12 (as amended). Pursuant to Lee County Ordinance No. 25-14, smoking and vaping is not permitted at any school property or within the boundaries of any public park facility or public beach.

Print Name: Trever Snearley

Signature: 

Title: Countywide Services Manager

Date: 2/9/2026

MGRP - BLUEBERRY FEST
(5/2 - 5/3/2026)

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.

In addition, Host Liquor Liability insurance will be required with minimum limits of One Million Dollars (\$1,000,000) per occurrence. Should Host Liquor Liability coverage be afford under the Commercial General Liability policy, minimum acceptable limits will be Two Million Dollars (\$2,000,000) aggregate.

Special Arrangements:

A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County, a political subdivision and Charter County of the State of Florida, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.

Subject to proof of insurance.

Print Name: Mike Figueroa

Signature:

Title:

Risk Program Manager

Date:

January 30, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2025

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

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

PRODUCER FL Dean Andrew Giannone 12800 UNIVERSITY DR STE 125 FORT MYERS, FL 33907-5335	CONTACT NAME:	
	PHONE (A/C, No, Ext): (239) 737-2522	FAX (A/C, No):
	E-MAIL ADDRESS: Andrew.Giannone@fdean.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Knight Specialty Insurance Company	
	NAIC # 15366	
INSURED Buckler Promotions, Inc. 1697 DOYLE RD DELTONA, FL 32725-8523	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	GENERAL LIABILITY	X		KSFLD0001518-01	09/07/2025 12:00 AM	09/07/2026 12:01 AM	EACH OCCURRENCE	\$1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY						FIRE DAMAGE (Any one fire)	\$300,000	
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$5,000	
	☒ HOST LIQUOR LIABILITY INCLUDED						PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$1,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)		
	☐ ANY AUTO						☐ SCHEDULED AUTOS	BODILY INJURY (Per person)	
☐ ALL OWNED AUTOS	☐ NON-OWNED AUTOS	BODILY INJURY (Per accident)							
☐ HIRED AUTO		PROPERTY DAMAGE (Per accident)							
	UMBRELLA LIAB						EACH OCCURRENCE		
	☐ OCCUR						AGGREGATE		
	EXCESS LIAB						CLAIMS-MADE		
	DED ☐ RETENTION \$								
A	Abuse and Molestation	X		KSFLD0001518-01	09/07/2025 12:00 AM	09/07/2026 12:01 AM	EACH OCCURRENCE	\$100,000	
							GENERAL AGGREGATE	\$100,000	

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

Covered Activities: Craft Fairs and Festivals

MAY 2 & 3 2026 – FT MYERS, FL – BLUEBERRY FEST – LEE CIVIC CENTER Load in – Friday, May 1, 2026 Load out – Sunday, May 3, 2026 is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

OK 01.30.2026

CERTIFICATE HOLDER

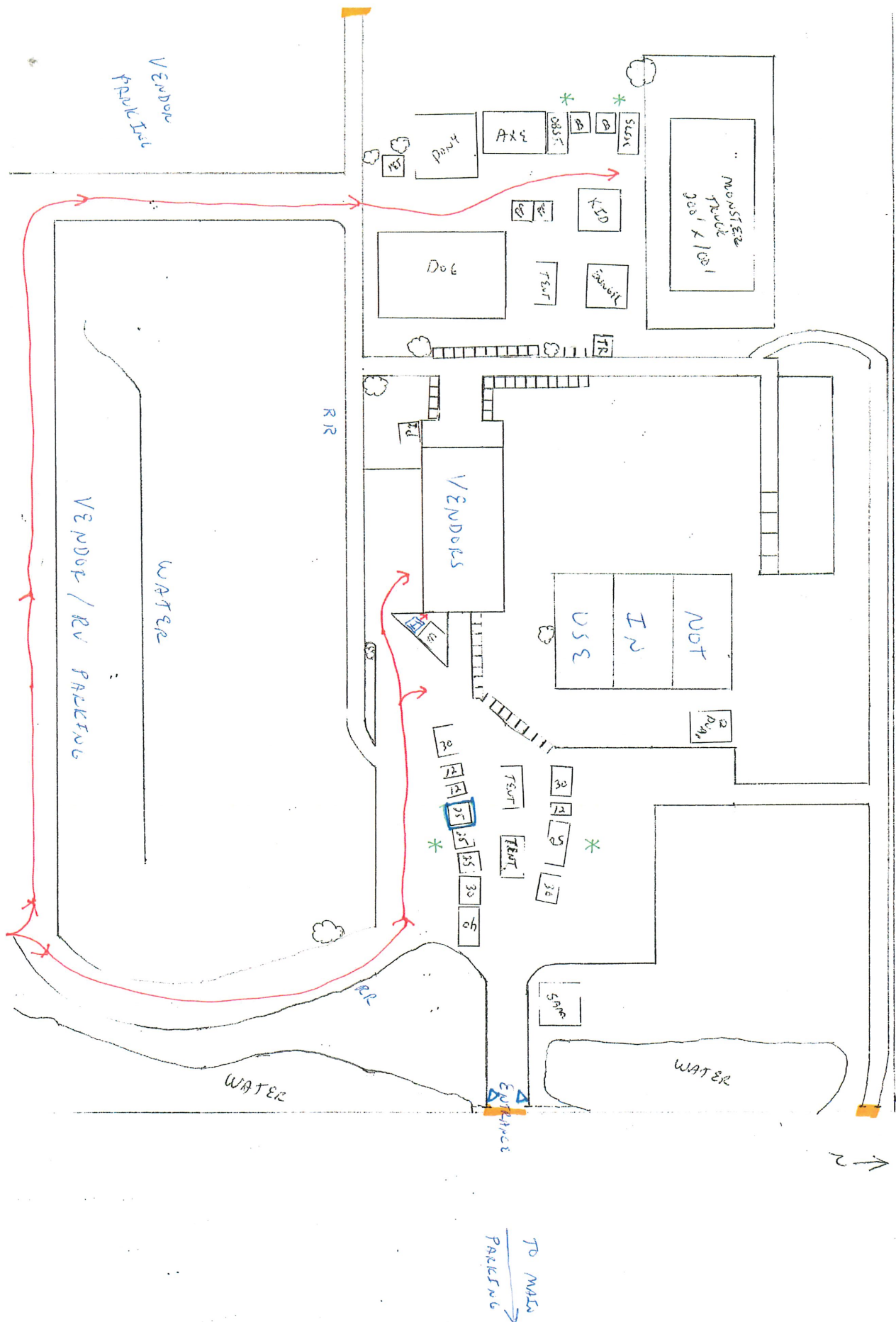
Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, FL 33902

CANCELLATION

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

Francis L. Dean



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 Buckler Promotions, 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.**

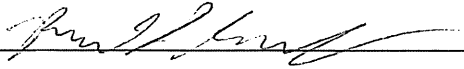
The recitals above are incorporated herein as if fully restated. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject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

Buckler Promotions, Inc.
1697 Doyle Rd, Deltona FL 32725

By: 

By: _____
Sheriff/Designee

Print Name: R. F. L. Buckler Jr.

Print Name: _____

Date: 2/6/26

Date: _____

Carmine Marceno
Sheriff



"Proud to Serve"

State of Florida
County of Lee

Exhibit A
Detail Request Form

Please review all information on this request form for accuracy and as the vendor, sign at the bottom. 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 may be required 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 detail rates for 2026 will be:

Security/Funeral	\$63/hr	Traffic	\$73/hr
CSA/Dispatch Holiday	\$63/hr	Detail Supervisor	\$80/hr
CSA/Dispatcher	\$50/hr	Holiday Sup/IC	\$90/hr
Boat	\$70/hr	Civil/Prisoner Trans	\$80/hr
Holiday/Last Minute	\$88/hr	Bomb Sweep	\$70/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).

Holidays: New Year's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve

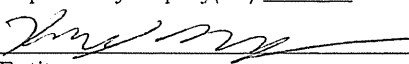
Extra Duty Details will not be provided to any person, firm or organization whose members, business or operations are of questionable nature; or for any event that will discredit the assigned Deputy, Sheriff's Office or County. The Sheriff's Office reserves the right to cancel the detail without notice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

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. Weather related cancellations must be made within three (3) hours of the start of the detail. 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. If cancellation notification is not made, and LCSO Detail Deputies show up to the detail, vendor will be billed the four-hour minimum for each deputy.

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, or business check made out to Lee County Sheriff's Office. Credit card payments can be made via telephone. The Lee County Sheriff's Office does not accept cash or personal checks.

Payments can be sent to: The Lee County Sheriff's Office 14750 Six Mile Cypress Pkwy., Fort Myers, FL 33912
ATTN: Finance Department.

Total Deputy(ies) <u>2/6</u>	Total Hours <u>8 ea</u>	Rate per Hour <u>\$73/\$63</u>	Vehicle Rate <u>\$15 ea</u>
Supervisory Deputy(ies) <u>1</u>	Total Hours <u>8 ea</u>	Rate per Hour <u>\$80</u>	Vehicle Rate <u>\$15</u>
 Entity _____			

LCSO Details Main Phone Number: 239-477-1199



"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

Vendor Information			
Business Name: <u>Buckler Promotions, Inc</u>			
Street: <u>1697 Doyle Rd</u>			
City: <u>Deltona</u>	State: <u>FL</u>	Zip Code: <u>32725</u>	
Business Contact: <u>Richard Buckler</u>		Phone: <u>386-860-0092</u>	
Email Address: <u>richard/bucklershows@yahoo.com</u>			
Event Information			
Detail Location: <u>Lee Civic Center</u>			
Street: <u>11831 Bayshore Rd</u>			
City: <u>North Ft Myers</u>	State: <u>FL</u>	Zip Code: <u>33917</u>	
Contact During Event: <u>Richard Buckler</u>		Phone: <u>386-860-0092</u>	
Event Date: <u>5/2/26 & 5/3/26</u>		Event Time: <u>930a-530p</u>	
Anticipated Crowd Size: <u>5000-8000</u>		Type of Event: <u>Blueberry Fest</u>	
Additional Security Working Detail: ☐ Yes ☒ No If Yes, how many? _____			
Permits Attached: ☒ Yes ☐ No		Alcohol Served: ☒ Yes ☐ No	
Detail Information			
Security/Funeral ☒	Traffic ☒	Prisoner Trans/Civil ☐	
CSA/Dispatcher ☐	Bomb Sweep ☐	Boat ☐	CSA Holiday ☐
Last Minute/Holiday ☐	Supervisor ☒	Holiday Sup/IC ☐	
Marked Vehicle ☒ Yes ☐ No	Unmarked Vehicle ☒ Yes ☐ No		
Uniformed Deputy ☒ Yes ☐ No	Plain Clothes Deputy ☐ Yes ☒ No		
Detail Description:			
Traffic control at main entrance as well as security & presence throughout event area will be required for this event. Deputies will arrive just prior to event opening & remain on site as long as the event is open to the public. Traffic control deputies will assist with stopping vehicle to traffic to get participants in & out of the event as efficiently & as safely as possible. Security deputies will be on foot patrols covering the entire layout of the event. Estimated cost for both days of the detail will be \$9934. Payment will need to be made out to Lee County Sheriff & mailed to LCSO Attn: Finance Dept 14750 Six Mile Cypress Pkwy, Ft Myers FL 33912 & received by 4/25/2026.			



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14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000

SITE PLAN KEY

***** This is the site plan for the Blueberry Fest completed with all current information that we have. Scale is 1 inch = 100 feet. Some features/structures of the hardscape have not been completed in the drawing (water/restrooms). Figures of map features are exactly proportional to the stated scale and represent all area consumed for that item/activity (item/activity, barriers, anchors, seating, utility trailers, etc.). *****

****Venue is currently fully fenced. Customer ingress/egress is marked "Entrance". Access gates are highlighted in orange.**

****Alcohol service will be located with food vendors. Signage of "No Alcohol Beyond This Point" will be located at customer exit. These are noted in blue. Alcohol area is the entire footprint.**

****Monster truck area is labeled with dimensions proposed but can fill the entire horse arena and will be cordoned off by the arena railing. This is a RIDE. There are no tricks, jumps or other stunts performed.**

******Emergency route is marked with a red arrowed line. Entries would be from the southeast off Bayshore Rd. The route passes through the southeast parking area and into the southeast gate near the RV parking area.******

The following activities will be at the event and are labeled with dimensions to scale:

Axe – Axe throwing/archery (will have further fencing and screening). 50'X75'

Obst. – Inflatable obstacle course. 50'X25'

B – Inflatable bounce houses 25'X25' (2)

Slide – Inflatable dry slide 50'X25'

Kid – Kid zone with corn hole, relay games, contests and rock painting. 50'X50'

Bungee – Bungee jump with metal perimeter fencing. 50'X50'

Pony – Pony ride ring. 75'X75'

Pet – Petting zoo. 25'X25'

Dog – Dog and Frisbee show arena with seating area. 100'X150'

M – Music performance area 25'X25'

PI – Pie eating tents/tables. 25'X25'

Utility areas:

I – Information booth (has minor first aid supplies) 25'X25'

2 Dump – Placement of two 20 yard roll off dumpsters. 50'X40'

P – Line of porto potties that are continuously on site. (area varies by number and regular vs. ADA)

Tent – These are planned to be 20'x40' tents – staked on grass or weighted on pavement.

Generators – Inflatable will have 1 generator per two inflatables. Proposed placement denoted with green stars. 1 or 2 generators may be used in the food area. Placement is planned in the paved area to supply food area. We may need fewer generators.

Food area:

Sam – Location of strawberry vendor under his tarp cover on frame. 50'X50'

Boxes with numbers – Location of current food vendors. All booths are allotted 25' depth and the number in the box denotes their frontage in feet. Gaps are the required 10' spacing between vendors. Final placement with a list of names can be provided when final food vendor list is produced.

Strings of small boxes near pavilion and along walks/roads denote retail vendor booths. Booths (to scale) are 12' x 12'. Each booth frontage is 12' and most vendors utilize 10' canopies. Hence most of these booth canopies are not connected/contiguous with each other. We currently have over 50 vendors, but sign-ups continue. Vendors will also be under the pavilion.

Parking will be in the main paved parking areas around the large civic center building. Customers will walk past the front of the civic center building to the back section of the grounds. Customers will self-park with monitoring of the lot entrance. Vendor parking will be in the vendor/camping area near the water on the south of the diagram. Any RV's/campers will only be there for the event weekend. We will use the regular slots of the RV area. The remainder of that area will be used for trailer and vendor vehicle parking.