

**CITY OF FORT LAUDERDALE
OUTDOOR EVENT AGREEMENT**

THIS AGREEMENT is made by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301 (hereinafter referred to as “City”),

and

WINTERFEST, INC., a Florida Not for Profit Corporation, with its principal address located at 512 NE 3rd Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as “Applicant” or “Sponsor”).

WHEREAS, the Applicant wishes to hold an outdoor event and has submitted a Special Event Application with an Anti-Human Trafficking Affidavit, which are incorporated into this Agreement and identified as “Composite Exhibit A” in compliance with the requirements of Section 15-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida, and Section 787.06, Florida Statutes (2025), as may be amended or revised; and

WHEREAS, the Applicant is willing to obtain the requisite insurance and indemnify and hold harmless the City of Fort Lauderdale for any damage to persons or property that might occur during or as a result of the outdoor event; and

WHEREAS, on September 2, 2026, by Motion, the City Commission of the City of Fort Lauderdale authorized the proper City Officials to execute this Agreement;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. Recitals and Effective Date.

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference. The Effective Date of this Agreement is the date upon which City Commission approval is granted.

2. Outdoor Event.

The Applicant is permitted to operate or sponsor the outdoor event titled, “**WINTERFEST FAMILY FUN DAY**” (hereinafter referred to as the “Event”), only on the date(s), time(s), and with any approved road closure(s) and music exemption(s), as set forth in the attached Schedule 1 (“Exhibit B”), and at the location particularly described in the

attached Event Location Map (“Exhibit C”) and Event Site Plan (“Exhibit D”) (if applicable), which are attached hereto and made a part of this Agreement.

3. General Requirements.

- (a) If the Event includes use of fireworks, in advance of the Event, the Applicant shall obtain a fireworks permit from the City’s Fire Department. The Applicant shall comply with all applicable state and local laws regarding the use of fireworks.
- (b) The Applicant shall provide sanitary facilities of the type and in a sufficient number specified by the requirements established by the City’s Department of Sustainable Development.
- (c) The Applicant shall coordinate with the City’s Department of Sustainable Development to schedule appropriate City staff to conduct electrical inspections of all electrical facilities, whether power is supplied by local utilities or is self-provided by generator systems. Prior to the Event, the Applicant shall permit the City staff to conduct electrical inspections of all electrical facilities.
- (d) Prior to the Event, the Applicant shall coordinate with the City’s Department of Transportation and Mobility who shall review the Event application and determine necessary parking requirements.
- (e) If the Event includes the sale or distribution of any food or beverages, prior to the Event, the Applicant shall comply with all applicable State, County and City health code requirements. This shall be evidenced by a permit by the appropriate entity.
- (f) If the Event includes use of tents, awnings or canopies, in advance of the Event, the Applicant shall submit current flameproof certificates to the City’s Fire Department. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the use of any tents, awnings, or canopies.
- (g) The Applicant shall pay for the expense of all City services provided as a result of the Event identified by City staff prior to the Event. In advance of the Event, the Applicant shall submit a written plan to the City Police Department that regards crowd control and traffic direction. The Applicant shall not hold or sponsor the Event until the Police Department has provided written approval of the Applicant’s plan. The Applicant shall bear the cost of staff necessary to implement the crowd control and traffic direction plan. Police costs shall be exempt from prior notice requirements.

- (h) In advance of the Event, the Applicant shall submit a written plan to the City's Fire Department that regards Fire safety and EMS. The Applicant shall not hold or sponsor the Event until the Fire Department has provided written approval of the Applicant's plan. The Applicant shall bear the cost of staff necessary to implement the fire safety and EMS plans. Fire and EMS costs shall be exempt from prior notice requirements.
- (i) In advance of the Event, the Applicant shall submit a written plan to the City Manager's Office that indicates the proposed location of any temporary structure, such as a barricade, fence, tent, concession stand, ticket booth, and grandstand. The written plan shall include information about the planned removal of any temporary structure after the Event. The Applicant shall not hold or sponsor the Event or erect any temporary structure until the City Manager's Office has provided written approval of the Applicant's temporary structure plan. The Applicant shall bear the cost necessary to implement the temporary structure plan.
- (j) Pursuant to Section 16-154(1)(b) of the Code of Ordinances of the City of Fort Lauderdale, special event permittees are prohibited from using polystyrene products, or utilizing polystyrene food and beverage packaging while serving or preparing food or beverages, or providing polystyrene products to anyone while operating or located on City facilities or City property. The City may revoke the special event permit immediately if this section is violated. This subsection shall not apply to expanded polystyrene food and beverage packaging that was packaged outside of the City and sealed prior to receipt by the special event permittee.

4. Outdoor Event Site.

The City does not warrant that the Event site will be available during the approved Event period. Further, no such warranty is granted as to the suitability of the Event site for the particular event activity. Any and all event sites may be subject to change and/or relocation upon the written direction of the City Manager or his/her designee.

5. Insurance.

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Applicant shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Applicant. Applicant shall provide the City a certificate of insurance evidencing such coverage. Applicant's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Applicant shall not be interpreted as limiting Applicant's liability and obligations under this Agreement. All insurance policies shall be

through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Applicant for assessing the extent or determining appropriate types and limits of coverage to protect Applicant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Applicant under this Agreement.

The following insurance policies and coverages are required:

(Send these requirements to your insurance agent to be sure you can meet the expectations of the Agreement. The City must receive a thorough and accurate Certificate of Insurance upon execution of the Agreement.)

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

In the event, the Event includes any inflatable devices (e.g., a bounce house), coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Applicant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Insurance Certificate Requirements

- a. Applicant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Applicant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Applicant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Applicant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Applicant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies.
- g. The title of the Agreement, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Attn: Parks and Recreation
401 SE 21st Street
Fort Lauderdale, FL 33316

Applicant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Applicant's expense.

If Applicant's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Applicant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Applicant's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Applicant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Applicant must provide

to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Applicant's insurance policies.

Applicant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Applicant's insurance company or companies and the City's Risk Management office as soon as practical.

It is Applicant's responsibility to ensure that any and all of Applicant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Applicant. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Applicant.

6. Restoration of public property.

If the Event includes use of public property, the Applicant shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Event-generated trash or debris and the repair or restoration of any public property that was damaged as a result of the Event. Public property means real and personal property that is not privately owned and includes, but is not limited to, any sidewalk or paved surface, any tree, plant, shrub, bench, light fixture, traffic signal, parking meter, trash barrel or sign.

The City shall inspect the Event site location(s) for damage within twenty-four hours of the conclusion of the Event and the City shall provide the Applicant with a written report of any damage found on public property. The report shall state the cost of repair(s) necessary to restore the public property. Within fourteen days of the Applicant's receipt of this report the Applicant shall pay the cost of repair or challenge the City's report by a writing addressed to the City Manager or his/her designee. Resolution of any such challenge shall be made by the City Manager; the Applicant agrees to abide by the City Manager's decision.

7. Reimbursement of expenses.

Should the City incur expenses as a result of the Event, the City shall provide the Applicant with an invoice of expenses. Within fourteen days (14) of the Applicant's receipt of any invoice, the Applicant shall pay the invoice or challenge the City's invoice by a writing addressed to the City Manager or his/her designee. Resolution of any such challenge shall be made by the City Manager and the Applicant agrees to abide by the City Manager's decision.

8. Public Records.

This agreement and any other documents pertinent to this Agreement is subject to the public records disclosure as prescribed in Chapter 119, Florida Statutes (2025), and as may be amended or revised, or as otherwise provided by law.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

9. Notices.

- (a) Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement or any Assumption Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as Applicant may from time to time designate by notice as herein provided.
- (b) All notices of default, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY:	Christopher Cooper Acting City Manager City Fort Lauderdale 101 NE 3 rd Ave, Suite 2100 Fort Lauderdale, FL 33301
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With a copy to: Shari L. McCartney
City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

AS TO APPLICANT: Winterfest, Inc.
Attn: Lisa Scott-Founds
512 NE 3rd Avenue
Fort Lauderdale, FL 33301

10. Authority of the City of Fort Lauderdale City Manager.

The City of Fort Lauderdale City Manager or his/her designee, shall have the authority to suspend all or any part of the Event when the City Manager or his/her designee determines that the Event, or its attendees, or its spectators, pose(s) a threat to the public health, safety, or welfare. The City Manager also reserves the right to immediately revoke permission, suspend, modify or terminate the Event or any portion thereof upon his/her written determination or to the extent any term or condition of this Agreement is violated.

11. Compliance with laws.

- (a) The Applicant shall at all times comply with all federal and state laws or statutes, and with the rules, regulations, and ordinances of City and any other governmental agency having jurisdiction including, but not limited to, those relating to noise, building, zoning, gambling, fire protection, liquor regulation, and hours of operation. The Applicant shall further take all precautions and use extreme care to conduct its operations in a safe and prudent manner with respect to its agents, employees and visitors to its Event.
- (b) The Applicant shall comply with the applicable sections of the Americans with Disabilities Act of 1990 (42 U.S.C. 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided at the Event. The Applicant understands that it is responsible for compliance with this Act. The Applicant guarantees that individuals with disabilities will be able to attend, enter, and use all the facilities at the Event.
- (c) The Applicant agrees to secure and pay for all licenses and permits required by any governmental agency having jurisdiction, including City. If the Event includes the use of any item that is or that may be protected from infringement, such as but not limited to copyrights, patents and trademarks, the Applicant shall, in advance of the Event, provide City with documentation that shows that the Applicant has obtained the applicable

license, permit or permission and that all associated all fees have been paid in full. The provisions of this paragraph apply specifically, but not exclusively, to ASCAP, BMI, SESAC, and any other similar organization that may require written permission and payment of a fee for use of protected material.

12. Indemnification.

Applicant shall protect and defend at Applicant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with this Event or arising directly or indirectly out of any act or omission by the Applicant or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Applicant. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

13. Limitation of Liability.

- (a) The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$100.00. Applicant hereby expresses its willingness to enter into this Agreement with Applicant's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$100.00.
- (b) Accordingly, and notwithstanding any other term or condition of this Agreement, Applicant hereby agrees that the City shall not be liable to Applicant for damages in an amount in excess of \$100.00, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2025).

14. Transfer of Rights.

To the extent this Agreement creates rights that vest in the Applicant, the Applicant shall not transfer any rights to any other individual or entity.

15. Venue.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties, their successors and

assigns. Venue for any action brought in state court shall be in Broward County, Florida. Venue for any action brought in Federal Court shall be in the Southern District of Florida, Fort Lauderdale Division. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

16. Incorporation.

This Outdoor Event Agreement, together with the attached Schedule One and Site Map (if applicable), constitute the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Applicant, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

17. Anti-Human Trafficking.

As a condition precedent to the effectiveness of this Agreement, the Applicant shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the Applicant under penalty or perjury attesting that the Applicant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

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

ATTEST:

CITY OF FORT LAUDERDALE,
a Florida municipal corporation.

DAVID R. SOLOMAN
City Clerk

CHRISTOPHER COOPER
Acting City Manager

Approved as to form and correctness:
SHARI L. McCARTNEY, City Attorney

GABRIELLE BUSH
Assistant City Attorney

APPLICANT/SPONSOR

WITNESSES:

WINTERFEST, INC., a Florida Not for Profit Corporation.

[Signature]
Signature

Dawn Diehl
Print Name

[Signature]
Signature
Heleen Keler
Print Name

By: [Signature]
LISA SCOTT-FOUND
President

[CORPORATE SEAL]

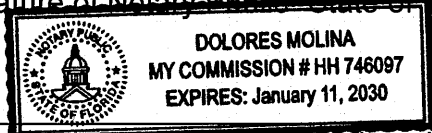
STATE OF Florida
COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of August, 2026, by **LISA SCOTT-FOUND**, as **PRESIDENT** for **WINTERFEST, INC.**, a Florida Not for Profit Corporation.

[Signature]

[NOTARY SEAL]

(Signature of Notary Public - State of Florida)



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known ☒ OR Produced Identification _____
Type of Identification Produced _____

COMPOSITE EXHIBIT A

CITY OF FORT LAUDERDALE SPECIAL EVENT APPLICATION

Part 1: Event Request

Event Name: Winterfest Family Fun Day

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

Expected maximum attendance: 2,500 Expected sustained attendance: 500

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

If Yes, please list past dates, locations and attendance: 11/20/22, 11/19/23, 11/24/24, 11/23/25
Same location
Similar attendance
Was held at Huizenga Plaza all years prior to 2022.

Description: 28th Anniversary of the event held at Esplanade and Huizenga Parks. Includes children's activities such as ~~slides~~, arts & crafts, music, pet rescue row, ocean conservation village, School of Rock, live entertainment, free boat rides, nonprofit groups, and more.

Location: Esplanade Park

Address: Esplanade Park, 400 Southwest 2Nd Street, Fort Lauderdale, FL, 33312, USA

Is your event located directly on the beach? ☐ Yes ☒ No *\$500/day fee including setup and breakdown days.

Setup:

Date:	Time Setup will start:	Time Setup will end:	Setup Duration (Hours):	Set Up Attendance:
<u>Sunday, November 22, 2026</u>	06:05 AM <u>6:00 AM</u>	12:05 PM <u>10:00 AM</u>	6 <u>4</u>	30

4

Total Setup Duration (Hours): ~~6~~

Event Days:

Date:	Time Event will start:	Time Event will end:	Event Duration (Hours):	Event Attendance:
Sunday November 22, 2026	10:00 AM	3:00 PM	5	2,500

Total Event Duration (Hours): 5

Breakdown

Date:	Time Breakdown will start:	Time Breakdown will end:	Breakdown Duration (Hours):	Breakdown Attendance:
Sunday November 22, 2026	3:00 PM	7:00 PM	4	30

Total Breakdown Duration (Hours): 4

Location Map



Part 2: Applicant Information

Organization

<i>Organization Name:</i>	Winterfest, Inc.
<i>Organization Type:</i>	Non-Profit
<i>Name of Authorized Signatory:</i>	Lisa Scott-Founds
<i>Address:</i>	512 Northeast 3rd Avenue, Fort Lauderdale, FL 33301
<i>Date of registration:</i>	June 28, 1988
<i>State registered in:</i>	Florida
<i>Federal ID #:</i>	65-0059092
<i>Email Address:</i>	info@winterfestparade.com
<i>Phone #:</i>	(954)767-0686 ext 100

Two Authorizing Officials for the Organization

<i>First Official Title:</i>	☒ President ☐ Vice-President ☐ CEO ☐ COO ☐ Other
<i>First Official Name:</i>	Lisa Scott-Founds
<i>First Official Phone #:</i>	(954)767-0686 ext 102
<i>First Official Email:</i>	kathy@winterfestparade.com
<i>Second Official Title:</i>	☐ President ☐ Vice-President ☐ CEO ☐ COO ☒ Other <u>Event Director</u>
<i>Second Official Name:</i>	Dawn Diehl Susan Renneisen
<i>Second Official Phone #:</i>	(954)767-0686 ext 101
<i>Second Official Email:</i>	dawn@winterfestparade.com

Event Coordinator

<i>Name:</i>	Dawn Diehl
<i>Will Event Coordinator be on-site?</i>	Yes
<i>Title:</i>	Event Director
<i>Event Coordinator Phone #:</i>	(954)767-0686 ext 102
<i>Event Coordinator Cell Phone #:</i>	(954)292-6312
<i>Event Coordinator E-mail Address:</i>	dawn@winterfestparade.com
<i>Do you want to provide additional contact?</i>	No
<i>Name:</i>	N/A
<i>Will contact be on-site?</i>	N/A
<i>Title:</i>	N/A
<i>Additional Contact Phone #:</i>	N/A
<i>Additional Contact Cell Phone #:</i>	N/A
<i>Additional Contact E-mail Address:</i>	N/A

Event Production Company

<i>Same as Applicant?</i>	Yes
<i>Company name:</i>	
<i>Address:</i>	
<i>Contact name:</i>	Winterfest, Inc.
<i>Title:</i>	
<i>Contact Phone # (Day):</i>	N/A
<i>Contact Phone # (Night):</i>	N/A
<i>Contact Cell Phone #:</i>	
<i>Contact E-mail Address:</i>	

Part 3: Event Information

Admission/Registration

<i>Admission/Registration?</i>	<i>How much?</i>
No	N/A

Advertising/Promotion

<i>Advertising/Promotion?</i>	<i>How?</i>
Yes	Print ads, social media, radio

Alcohol

<i>Alcohol for sale?</i>	<i>If Yes, how will the beverages be controlled and served? (Draft truck, bar tender, beer tub, etc.)</i>
No	N/A
<i>Alcohol for free?</i>	<i>If Yes, how will the beverages be controlled and served? (Draft truck, bar tender, beer tub, etc.)</i>
No	N/A

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

Amusement Rides

<i>Amusement Rides?</i>	<i>Name and contact of company:</i>	<i>What type of rides are you planning?</i>
Yes	Catabella Express - Carlos, All Star Events - Andrea	Inflatable slides, obstacle course, Catabella Express Electric Train

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

Bounce House

Bounce House?

☒ Yes ☐ No

Electricity

Electricity?	Company:	License #:	Name of electrician:	Phone #:
No	N/A	N/A	N/A	N/A

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

Generators

Generators?	What size(s)?
Yes	portable

*Generators above a certain size must be permitted.

Entertainment

Entertainment?	What type of entertainment will be there? Any notable performers?
Yes	School of Rock, Children's Theatre Groups, and DJ

Fencing or Barricades

Fencing or Barricades?	Name & Contact of Company
No	N/A

* Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects

Fireworks & Flame Effects?	Name & Contact of Company conducting the show:
No	N/A

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

Food

Food Vendors?	Food Trucks?	Cooking on Site?
Yes	Yes	No

* State Health Dept. Tara Palmer at (954) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by the Fire Rescue Department, Capt. Bruce Strandhagen at (954) 828-5080 to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. Inspections during non-working hours cost will cost \$75 per hour.

Music

<i>Music?</i>	<i>What music format(s) will be used? (amplified, acoustic, recorded, live, MC, DJ, etc.):</i>	<i>List the type of equipment you will use (speakers, amplifier, drums, etc):</i>
Yes	amplified live music and DJs	Drums, Guitars, Speakers, DJ

List date/s with start and end times Music will be played:

Date:	Time music will start:	Time music will end:	Music Duration (Hours):
Sunday November 22, 2026	10:00 AM	3:00 PM	5

Total Music Duration:
5

How close is the event to the nearest residence?

100 feet

Soundproofing equipment?

No

Parking Impact

<i>Parking Impact?</i>	<i>Lot location(s)?</i>
Yes	SW 2nd Street at Esplanade and MODS

List date/s and start and end times of Parking Closures:

Date:	Time parking closure will start:	Time parking closure will end:	Parking Closure Duration (Hours):
Sunday November 22, 2026	06:00 AM	7:00 PM	13

Parking Closure Total Duration:

13

*All Parking Spaces that are impacted by an event will be billed to the event organizer through the Transportation & Mobility Dept. and must be paid in full before the event. If you have any parking questions, call 954-828-3771.

Road Closings

<i>Road Closings?</i>	<i>Define closure(s):</i>
Yes	SW 2nd Street at Esplanade and MODS (between SW Fifth Avenue and SW Fourth Avenue)

List date/s with start and end times of Road Closures:

Date:	Time Road Closure will start:	Time Road Closure will end:	Road Closure Duration (Hours):
Sunday November 22, 2026	06:00 AM	6:00 PM	12

Total Road Closure Duration (Hours):

12

<i>Company Name:</i>	<i>Contact:</i>	<i>Contact Phone #:</i>
Bon's Barricades	Kyle Larode	(800)878-2667

*Closing roads requires submitting an approved Maintenance of Traffic plan to the Special Events Director for each agency affected BEFORE the Commission will vote on it. To expedite the process you may want to select a preapproved MOT plan.

Bridge Closings

<i>Bridge Closings?</i>	<i>Bridge location(s):</i>
No	N/A

List date/s with start and end times of Bridge Closings:

Total Duration of Bridge Closure (Hours):

N/A

*Closing a bridge requires submitting the United States Coast Guard issued Bridge Closure Approval Letter with the application to the Special Events Director for each agency affected BEFORE the Commission will vote on it.

Sanitation & Waste

<i>Company Name:</i>	<i>Contact Name:</i>	<i>Phone #:</i>
Emerald Cleaning Jan-Pro of Southeast Florida	Annette Mario Bermudez	(954)701-4615 954-633-7064

*All grounds must be cleaned up immediately after completion of event or you will be subject to fees. You are responsible for securing recycling services.

Security/Police

<i>Police?</i>	<i>Who is your Police contact for officers and security planning?</i>	<i>Phone #:</i>
Yes	Sgt. Hector Martinez	(954)828-4016

<i>Security?</i>	<i>Security Company:</i>	<i>Contact Name:</i>	<i>Phone #:</i>
No	N/A	N/A	N/A

*Security companies and their plans must be approved and you may still be required to hire City Police.

Tents or Canopies

Tents or Canopies?

Yes

*No penetration of ground spike is allowed. All structures must be water-weighted.

<i>Quantity and size of each?</i>	<i>Company Name:</i>	<i>Contact Name:</i>	<i>Phone #:</i>
20 - 10x10 canopy	Sunshine Tents	Dev Ramgooloam	(954)374-0169

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

Toilets

Toilets?

No

*All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. Please contact the Environmental Manager at 954-467-4700 ext 4223.

Transportation Plan

Transportation Plan Required?

No

Any events larger than 5,000 people must have an approved Transportation Plan. Call 954-828-3771 if you have a question.

Part 4: Security and Emergency Services

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative, MOT, transportation plan and any additional information requested during your Special Events meeting. The hourly rate and costs for services will be quoted on the "Cost Estimate" worksheet developed at the meeting and provided to the organizer. The cost may change after the meeting.

If Fire Rescue or Police staff are scheduled for the event then a minimum of four (4) hours for each Fire Rescue staff and a minimum of three (3) hours for each Police staff will be charged. Fire Rescue also charges 45 minutes to set up and 45 minutes to break down for each event. If the event is canceled then an event representative must call each department at least 24 hours before the event is expected to begin or the organization will be charged.

Fire Prevention and Emergency Medical Services

Fire Rescue may need to inspect your event or provide services based on your Building Permit, expected attendance and other risk factors such as alcohol, time, day, location, event type or weather. When you complete your Building Permit Form with Department of Sustainable Development (DSD) indicate all the permits and inspections you need and immediately pay DSD directly. All other payments for services will be invoiced to the event coordinator and must be paid within thirty (30) days. For questions call the Fire Marshal at (954) 828-6370.

On-site Contact Name:

Dawn Diehl

Phone #:

(954)292-6312

Part 5: Riverwalk District Outdoor Events

Riverwalk Fort Lauderdale, Inc. will oversee all outdoor events held within the Riverwalk District. This includes use of Esplanade Park, Huizenga Park, Peter Feldman Park, Hardy Park, Sistrunk Park, Stranahan Park, Smoker Park and Laura Ward Plaza. The Riverwalk District is outlined below.

After your application submission, please contact the Riverwalk Director of Operations at 954-468-1541 x205.

Part 6: Submission of Plans

All Events - Event Site Plan & Narrative*

2026 DRAFT FFD Map of Park and street.pdf

Sunbiz Document

Department of State SunBiz.pdf

Anti-human trafficking affidavit*

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

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

\$200 (non-refundable) Fee must accompany completed application. Late applications must be approved by City Manager or designee and pay \$1,000 fee (Less than 90 days from event).

Mail application fee (payable to City of Fort Lauderdale) to:

Brittany Henry, Special Events Coordinator

701 S. Andrews Fort Lauderdale, FL 33316

Part 7: Applicant's Acceptance

The information I have provided on this application is true and complete to the best of my knowledge.

If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Manual it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable) must furnish an original certificate of General Liability insurance naming the City of Fort Lauderdale as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of one million dollars (\$1,000,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

I understand that City of Fort Lauderdale Parks and Recreation sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

I understand that the City of Fort Lauderdale Police department will determine all security requirements and that the City of Fort Lauderdale Fire Rescue department will determine all fire and Emergency Medical Services requirements.

I understand that any cancelations for City scheduled services must be made by phone to each department representative at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that I may be required to provide a deposit based on historical performance or lack thereof.

I understand that the City has a noise ordinance that my event must follow. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other city representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event.

Acknowledgement

☒ I hereby acknowledge that I have read and understand this policy.

Event coordinators signature:

Lisa Founds

Submission Date: April 27, 2026



ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 12/31/2025

The undersigned, on behalf of WINTERFEST, INC.

(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a Florida nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,
(State entity is registered)
hereby deposes and says:

1. My name is Lisa Scott-Founds

(Print complete name of corporate officer/authorized representative)

2. I am an X officer or authorized representative (Select one) of the Nongovernmental
Entity. My title is: President

(Print title of corporate officer/authorized representative)

3. I attest that the Nongovernmental Entity does not use coercion for labor or services as
defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human
Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: Lisa Scott-Founds

Office Address: 512 NE 3RD AVE, FT LAUDERDALE, FL 33301

Email Address: info@winterfestparade.com

Main Phone Number: 954-767-0686 ext 100 FEIN No.: 65-0059092

STATE OF

Florida

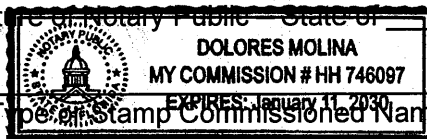
COUNTY OF

Broward

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 26 day of August, 2026, by Lisa Scott-Founds
(Print name of corporate officer/representative)

(Signature of Notary Public - State of Florida)

(NOTARY SEAL)



Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ☒ OR Produced Identification

Type of Identification Produced

EXHIBIT B
Schedule – 1

Applicant:	Winterfest, Inc.
Event Name:	Winterfest Family Fun Day
Date/Time:	Sunday, November 22, 2026 (10:00 am – 3:00 pm)
Location:	Esplanade Park 400 SW 2nd Street, Fort Lauderdale, FL, 33312
Set Up Date/Time:	Sunday, November 22, 2026 (6:00 am – 10:00 am)
Breakdown Date/Time:	Sunday, November 22, 2026 (3:00 pm – 7:00 pm)
Road Closing:	Sunday, November 22, 2026 (6:00 am – 6:00 pm) ▪ SW 2nd Street at Esplanade and MODS (between SW 5th Ave and SW 4th Ave)
Alcohol:	No
Amplified Music:	Sunday, November 22, 2026 (10:00 am – 3:00 pm)
Special Permission:	No
Insurance Required:	Yes
Banners:	Yes
Pending Code Violations:	No
Application Fee:	\$200.00
Beach Fee:	N/A

EXHIBIT C

Winterfest Family Fun Day

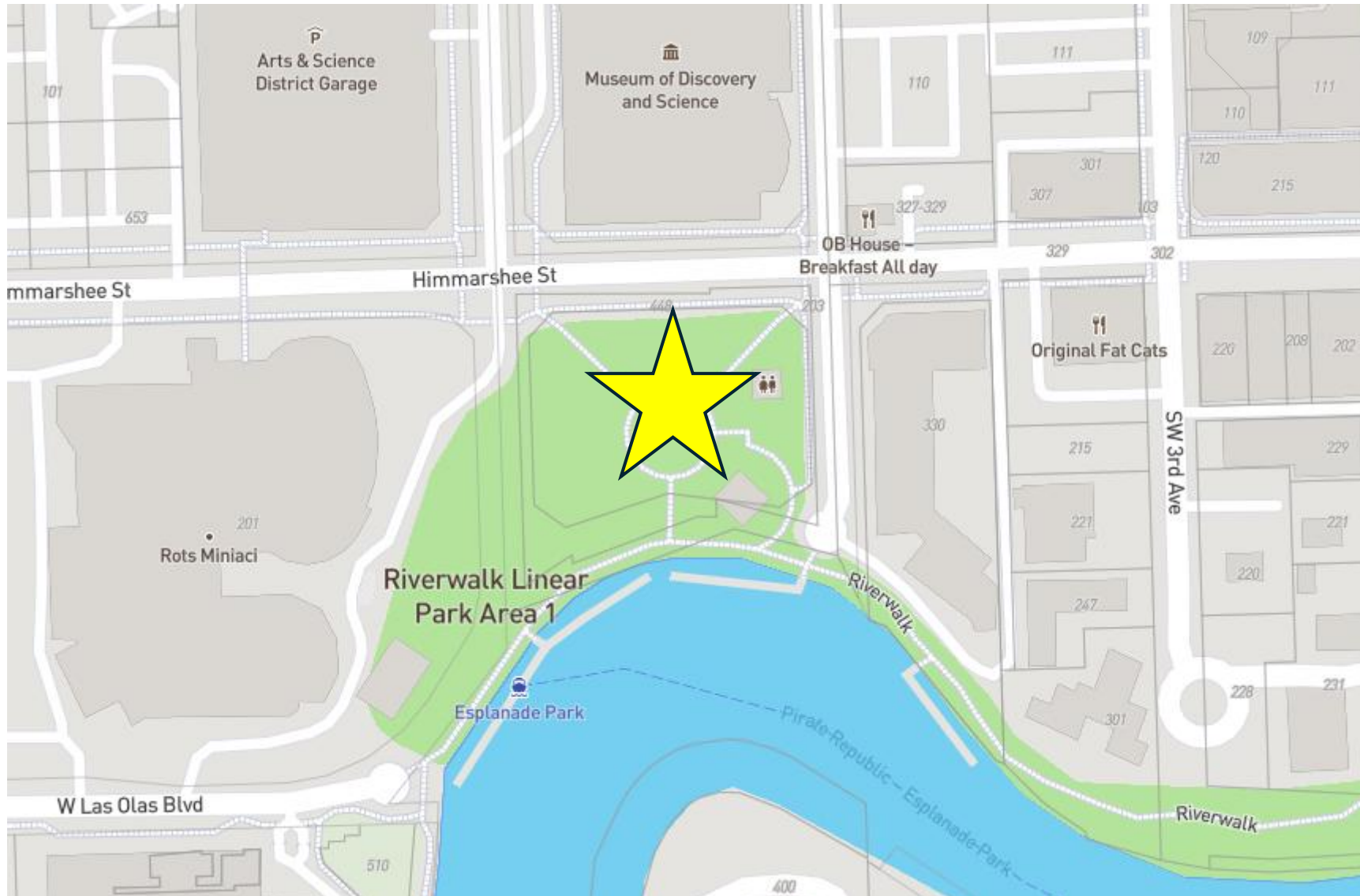
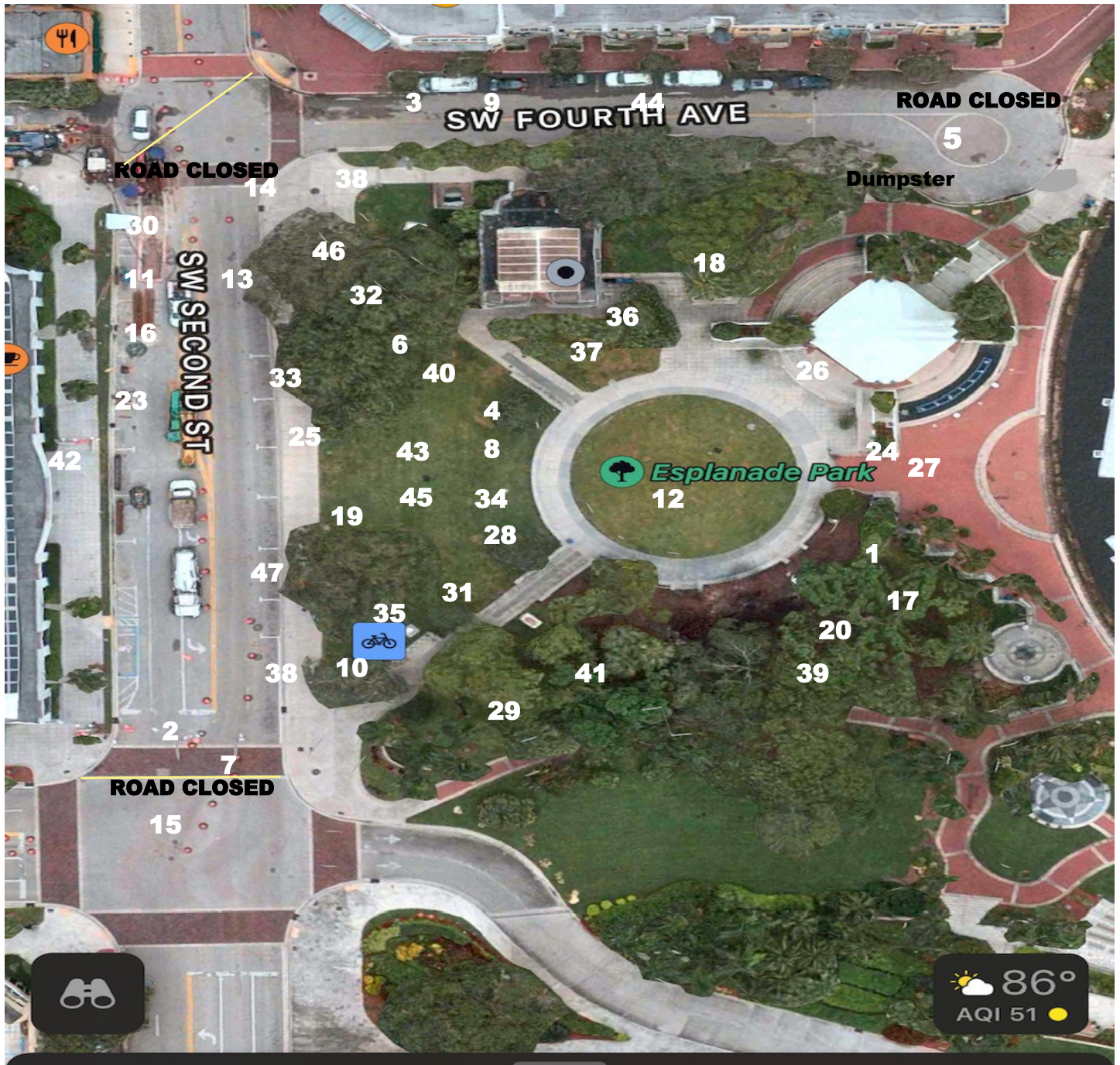


EXHIBIT D

Winterfest Family Fun Day 2026



- | | |
|------------------------------------|---------------------------------|
| 1 Abandoned Pet Rescue | 31 TWO MEN AND A TRUCK |
| 2 All Star Events | 32 Visit Lauderdale |
| 3 Arepues | 33 Winterfest **TC |
| 4 Broward Center*TC | 34 YMCA |
| 5 Broward College | 35 Freedom Waters Foundation TC |
| 6 MAP Broward T | 36 Ricky's Arepas |
| 7 Catabella Express | 37 Ave Maria *TC |
| 8 Cayuga Centers | 38 Salvation Army |
| 9 Elegant EatZ | 39 Milo's Dog Rescue |
| 10 Epilepsy Alliance *TC | 40 SFL Symphony *TC |
| 11 Fifth Third *TC | 41 Little Critters Petting Zoo |
| 12 Florida Childrens Theater | 42 MODS |
| 13 Florida Panthers | 43 Birch State park |
| 14 Ford | 44 Blue Boy Pizza |
| | 45 Shen Yun |
| | 46 Jiu Jitsu |
| | 47 Homestead-Miami |
| 15 Fort Lauderdale Fire | |
| 16 Greenwise | |
| 17 Humane Society of Broward | |
| 18 iHeart Media | |
| 19 JDCH **TC | |
| 20 Labrador Retriever Rescue of FL | |
| 23 Publix | |
| 24 Ritaz | |
| 25 Santa *TC | |
| 26 School of Rock | |
| 27 SOS Ocean Conservation | |
| 28 The For Paul Foundation | |
| 29 Tomorrows Rainbow | |
| 30 Twin Peaks | |

10x10*
10x20**
T
C

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/01/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	CONTACT NAME: Serena Hurtt, AINS, AU PHONE (A/C, No, Ext): 913 432-4400 FAX (A/C, No): E-MAIL ADDRESS: serena.hurtt@hwins.com														
INSURED Winterfest, Inc. 512 NE 3rd Ave Fort Lauderdale, FL 33301	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1563 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 451 1437 478">INSURER A : ACE American Insurance Company (CHUBB)</td> <td data-bbox="1437 451 1563 478">22667</td> </tr> <tr> <td data-bbox="816 478 1437 506">INSURER B : ACE Property & Casualty Ins Co. (CHUBB)</td> <td data-bbox="1437 478 1563 506">20699</td> </tr> <tr> <td data-bbox="816 506 1437 533">INSURER C :</td> <td data-bbox="1437 506 1563 533"></td> </tr> <tr> <td data-bbox="816 533 1437 560">INSURER D :</td> <td data-bbox="1437 533 1563 560"></td> </tr> <tr> <td data-bbox="816 560 1437 588">INSURER E :</td> <td data-bbox="1437 560 1563 588"></td> </tr> <tr> <td data-bbox="816 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1563 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company (CHUBB)	22667	INSURER B : ACE Property & Casualty Ins Co. (CHUBB)	20699	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		G71699882	07/01/2026	07/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Liquor Liab. \$ See Below
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		H2513509A	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		G71699882	07/01/2026	07/01/2027	\$1M Occurrence \$2M Aggregate

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

The certificate holder is named as Additional Insured on the General Liability policy but only with respect to the liability arising out of the Named Insureds operations or premises owned by or rented to the Named Insured per form CG2026

APPROVED

By Matthew Cobb at 3:59 pm, Aug 25, 2026

CERTIFICATE HOLDER

CANCELLATION

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

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

