

EVENT PERMIT



Ordinance 17-08

Blueberry Fest

PERMIT NUMBER:

TMP2025-00126

Date(s) of Event:

May 3, 2025 and May 4, 2025 from 10:00 A.M. until 5:00

P.M.

Property Owner:

LEE COUNTY

Applicant:

Richard Buckler

3868044009

Description:

Blueberry Festival with food and alcohol sales.

Location of event:

11831 BAYSHORE RD, NORTH FORT MYERS, FL 33917

Lee County Civic Center

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

County Manager

Jate

ftmpprmt_specialevent.rpt



Event Application

Special Event

Use of County Property Alcohol within Lee County Facilities

Film, Video & Photography

Blueberry Fest

TMP2025-00126



Event Application

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- $\overline{\mathbb{X}}$ USE OF COUNTY PROPERTY PERMIT
- ${\ensuremath{\,\mu}}$ PERMIT TO SELL AND CONSUME ALCHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

| Section I - GENERAL IN | FORMATION (All Permit Types) |
|--|--|
| Title of Event / Name of Production | Blueberry Fest |
| Date(s) of Event / Production: | May 3 & 4, 2025 |
| 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.



| What is the Zoning Classification of the | premises? community fa | icilities | |
|--|---|--|---------------|
| Are any temporary structures to be inst | alled for the event? Yes | No Type: | |
| Do you have the appropriate permits fo | r the temporary structures? | ⊤ Yes | |
| * For a 'Special Event' and 'Use of Count identified, including all parking areas. | y Property' permit, submit a site | plan with all proposed facilities a | nd activities |
| Insurance Company Insuring the Event: | Francis L. Dean & A | ssoc. | |
| Note: Certificate of insurance must be submitted | at time of application | | |
| Surety Company Bonding this Event (Na | me and Address): | | |
| Will Vehicles be Used as Part of This Event? | Will Food be Available at this I | vent? Will Alcoholic Bever served/consumed at t | _ |
| ├ Yes x No | ▼ Yes | ▼ Yes | No |
| If yes, automobile coverage must be included on the certificate of insurance. | If yes, products liability coverage m included on the certificate of insur | | - |
| Name & Address of Organization Providing Food: | everal independent | food vendors | |
| Type of Food being Served: Fair-sty | yle food and bever | ages | |
| Section II - USE OF COUNTY PRO | OPERTY PERMIT | | |
| Organization Sponsoring the Event: Bu | ckler Promotions, Inc. | | |
| Section III - SALE/CONSUMPTION | ON OF ALCHOLIC BEVERA | GES PERMIT | |
| Is alcohol being sold/consumed on Count If Yes, then a "Lee County Alcohol Permit" is required. O | | imes Yes $	imes$ No on County Property. | |
| Non-profit certificate/registration number | er: 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



| Type of Production (choose all that apply): | | | | | | |
|---|--|----------|------------|----------------|---------------|--------------------------------|
| TV Movie or Special TV S | Series / Pilot | | TV Comme | rcial | Γ | Still Photos |
| ☐ Public Service Announcement ☐ Indu | strial / Documentary | Γ | Other: | | | |
| Will any of the following be needed or include | led*? | | | | | |
| Street Closure | | | ┌ Yes | X | No | |
| Traffic / Crowd Control | | | ▼ Yes | | No | |
| Fire or Burning | | | ┌ Yes | X | No | |
| Explosives or Pyrotechnics | | | ┌ Yes | X | No | |
| Animals, Large or Small | | | ▼ Yes | Γ | No | |
| Construction of Any Kind | | | ☐ Yes | X | No | |
| Large and/or Numerous Vehicl | es | | ┌ Yes | \overline{X} | No | • |
| Helicopters, Boats, etc. | | | Yes | X | No | |
| Stunts | | | ┌ Yes | X | No | |
| Other | | | ☐ Yes | X | No | |
| * For any marked Yes, provide further detail During peak times traffic control on certified in crowd control but no conditional Activities included are a frisbee dog Special Parking Requirements: | roadways may be certs or events wit | h cor | centration | s of | staff peop | members are le are planned. |
| None. Utilizing marked, paved park City or County Services Required: (Personne | · | | | r buil | ding. | |
| None outside of police for event sec | curity and possible | traffi | c control. | | | |
| The following information is required for loc the industry. If exact figures are not available | | | | | to tra | ack the economic impact of |
| Number in Cast: | Number in Crew: | | Numb | er of | locals I | hired: |
| Total budget: | Estimate amount sper | nt in Le | e County: | | | |
| Hotel room nights: | Number of shooting d | ays: | | | | |



SECTION I - SAFETY

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

SECTION II - INSURANCE

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

SECTION III - INDEMNIFICATION

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

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

SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

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

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



SECTION V - AGREEMENT

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

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

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

| Signature of Applicant | Witness Witness |
|-----------------------------------|-----------------------|
| Richard L. Buckler Jr Treasurer | June Font |
| Print Name of Applicant and Title | Print Name of Witness |
| 3/18/05 | 3.18.75 |
| Date | Date |



LEE COUNTY SHERIFF'S DEPARTMENT 14750 SIX MILE CYPRESS PARKWAY FORT MYERS,FLORIDA33912 (239) 477-1199

| Check | the | anr | 2ro | nriate | havi | (oc) | hal | losa. |
|-------|------|-----------|------|--------|------|------|-----|-------|
| CHECK | LIIC | $u p_{k}$ | ט וע | priute | DUXI | 551 | טעו | UW. |

SPECIAL EVENT PERMIT

 \nearrow USE OF COUNTY PROPERTY PERMIT

| F FILM PERM | | SUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES |
|--|------------------------------------|---|
| AFTER REVIEWING THE WILL REQUIRE THE APPI | APPLICATION, F LICANT TO COMI | PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION PLY WITH FOR THEIR EVENT. |
| Parking: | or-way should | od through this application that all parking will be on site. The right- remain clear of vehicle traffic. |
| Deputies (How Many?): | 1 Supervisor, day. | 6 security deputies & 2 traffic deputies will be required for each |
| Fee for Services: | Contact Details | s Unit 239-477-1171 for further information. |
| Special Arrangements: | stipulation of h confirming tha | is contingent upon event coordinator following through with the niring LCSO extra duty detail deputies as outlined above and the coverage is in place prior to the start of the event. Detail emain on site as long as the event is open to the public. |
| | Print Name: | PCUMMINS |
| | Signature: | |
| | Title: | Support Services |
| | Date: | 4 2 25 |



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:

| SPE | :CI/ | ٩L | EV | EN. | TΡ | ERI | МΠ |
|-----|------|----|----|-----|----|-----|----|
| | | | | | | | |

- □ USE OF COUNTY PROPERTY PERMIT
- FOR 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.

| Fire Guards (How Many?) | 2 EMT/FF must be on site during the event hours at \$50 per hour per EMT | | | | | | | |
|----------------------------|--|--|--|--|--|--|--|--|
| Fee for Services: | | \$100 Permit/Inspection fee for Fire Life-safety and access. All food vendors/carts will need to be inspected prior to opening | | | | | | |
| Flammable Vegetation: | Not permitte | Not permitted | | | | | | |
| First Aid Equipment: | on-site | | | | | | | |
| Fire Extinguishing: | on-site | | | | | | | |
| Special Arrangements: | \$50 per EMT | required to have 2 EMT/FF on duty during open hours for a fee of per hour, and food vendors/trucks will be inspected prior to opening 100 Permit/Inspection fee) | | | | | | |
| | Print Name: | William Underwood | | | | | | |
| | Signature: | W | | | | | | |
| | Title: | Fire Chief | | | | | | |
| | Date: | 04/08/2025 | | | | | | |



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
- ▼ 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.

| 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 coverage, contact our office at EMSDetail@leegov.com. |
| | Print Name: Signature: Captain, EMS Operations Date: 3-31-2025 |



DEPARTMENT OF TRANSPORTATION 1500 MONROE STREET FORT MYERS,FL33901 (239) 533-8580

FERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES

Check the appropriate box(es) below:

▼ SPECIAL EVENT PERMIT

FILM PERMIT

▼ USE OF COUNTY PROPERTY PERMIT

| | • | LEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION LY WITH FOR THEIR EVENT. |
|-----------------------|----------------------|--|
| Parking: | No event parking is | s permitted in Lee County maintained road right of ways. |
| Ingress and Egress: | Please use all estab | olished means of ingress and egress. |
| Special Arrangements: | | nty Sheriff's Office for assistance with traffic control as needed. access and public vehicular access shall be maintained on all surrounding Lee |
| | County maintained | |
| | | |
| | Print Name: | Nathan Thoman |
| | Signature: | Nathaniel C. Thoman Digitally signed by Nathaniel C. Thoman Date: 2025.04.04 12:26:53 - 04'00' |
| | Title: | Project Manager |
| | Date: | 04/04/2025 |



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

Check the appropriate box(es) below:

| SPECIAL EV | 'ENT PERMIT | |
|-----------------------|--|---|
| | UNTY PROPERTY | PERMIT |
| | | UME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES |
| | | OWE ALGORIOLIC DEVENTIOLS WITHIN LEE COOKET FACILITIES |
| FILM PERM | 111 | |
| | | EASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION PLY WITH FOR THEIR EVENT. |
| Illumination: | The event orga as needed. | nizer is responsible for providing additional safety and security lighting, |
| Parking Areas: | All vohicles mu | et nark in the designated areas assessible through the main entrance on |
| raiking Aleas. | Bayshore Road driveways or ro | st park in the designated areas accessible through the main entrance on I. The event organizer is responsible for ensuring that no vehicles block adways, maintaining clear access for emergency vehicles. Vendors must a specified on the event map. |
| Special Arrangements: | to manage litter of with onsite staff if must be served by remain within the personnel must re The use of glass must end no late must comply with | zer is responsible for providing adequate staff or volunteers throughout the event control and ensure debris is removed during and after the event. Coordination is required to establish designated trash and debris collection areas. All alcohology vendors with the appropriate licenses and permits, and consumption must edesignated fenced area. Alcohol is not permitted in the parking lot. Trained monitor alcohol service areas to prevent underage drinking and overconsumption. bottles is strictly prohibited. The sale and consumption of alcoholic beverages in than 1½ hours before the event concludes. Additionally, the event organizer in all terms stated in the signed agreement and adhere to Lee County Ordinances and 18-12 (as amended). |
| | Print Name: | Makenzie Vance |
| | Signature: | 1/5 |
| | Title: | Manager, Lee County Civic Center Complex |

Blueberry Festival at Lee County Civic Center Complex: 5/3/25-5/4/25

04/21/2025

Date:



LEE COUNTY RISK MANAGEMENT COUNTY ADMINISTRATION BUILDING - 4TH FLOOR 2115 SECOND STREET FORT MYERS,FLORIDA33901 (239) 533-2221

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|----------|-----|----------------------|---------|---------|-------|----------------------|------|
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Date:

| Check the appropriat | ic box(cs) ber | Ow. | | | |
|--|---|---|--|--|--|
| SPECIAL EVEING USE OF COUNTY PERMIT TO S | NTY PROPERTY ELL AND CONSI | PERMIT JME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES | | | |
| | | LEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION LY WITH FOR THEIR EVENT. | | | |
| nsurance Requirements: | occurrence to pro aforementioned In addition, Host (\$1,000,000) per o | eral liability insurance with minimum limits of One Million Dollars (\$1,000,000) per otect against bodily injury and/or property damage relative to applicants use of event within Lee County. Liquor Liability insurance will be required with minimum limits of One Million Dollars occurrence. Should Host Liquor Liability coverage be afford under the Commercial 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: | Mike Jigin — Risk Program Manager | | | |
| | | | | | |

March 20, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2024

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 liqu of such endorsement(s)

| 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 | | | | iniciti(o). | CONTACT | | | | |
| FL D | ean Andrew Giannone | | | | NAME: PHONE FAX | | | | |
| | UNIVERSITY DR STE 125 | | | | (A/C, No, Ext): E-MAIL | | (A/C, No): | | |
| FOR | MYERS, FL 33907-5335 | | | | ADDRESS: | | | | |
| | | | | | | INSURER(S) AF | FORDING COVERAGE | NAIC# | |
| | | | | | INSURER A: | Knight Spec | ialty Insurance Company | 15366 | |
| INSUR | | | | | INSURER B: | | | | |
| | ler Promotions, Inc. DOYLE RD | | | | INSURER C: | | | | |
| | ONA, FL 32725-8523 | | | | INSURER D: | | | | |
| | | | | | INSURER E: | | | | |
| | | | | | INSURER F: | | | | |
| cov | ERAGES CE | RTIF | ICAT | E NUMBER: | | - I | REVISION NUMBER: | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFI TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MA | | | | MENT, TERM OR CONDITION RTAIN, THE INSURANCE AFFO | I OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH FORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE | | | | |
| INSR LTR | TYPE OF INSURANCE | INSR | WVD | POLICY NUMBER | (MM/DD/YYYY) | (MM/DD/YYYY) | LIMITS | | |
| G | ENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$1,000,000 | |
| X | COMMERCIAL GENERAL LIABILITY | | | | | | FIRE DAMAGE (Any one fire) | \$300,000 | |
| | CLAIMS-MADE X OCCUR | | | | 09/07/2024 | 09/07/2025 | MED EXP (Any one person) | \$5,000 | |
| $A \mid X$ | HOST LIQUOR LIABILITY INCLUDED | X | | KSFLD0001518-00 | 12:00 AM | 12:01 AM | PERSONAL & ADV INJURY | \$1,000,000 | |
| | <u></u> | | | | | | GENERAL AGGREGATE | \$2,000,000 | |
| G | EN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | \$1,000,000 | |
| X | POLICY PRO- JECT LOC | | | | | | COMBINED SINGLE LIMIT | | |
| Α | UTOMOBILE LIABILITY | | | | | | (Ea accident) | | |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) BODILY INJURY (Per | | |
| | ALL OWNED SCHEDULED AUTOS | | | | | | accident) | | |
| | HIRED AUTO NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | | |
| | | | | | | | | | |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | | |
| _ | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | | |
| | DED RETENTION \$ | | | | | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Covered Activities: Craft Fairs and Festivals MAY 3 & 4 - FT MYERS, FL - BLUEBERRY FEST - LEE CIVIC CENTER Load in - Wednesday, April 20, 2025 Load out - Tuesday, May 4, 2025 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 03/20/2025 Air Agriculture Additional Remarks Schedule, if more space is required) Covered Activities: Craft Fairs and Festivals MAY 3 & 4 - FT MYERS, FL - BLUEBERRY FEST - LEE CIVIC CENTER Load in - Wednesday, April 20, 2025 Load out - Tuesday, May 4, 2025 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 03/20/2025 | | | | | | | | | |
| | | | | | | | | | |
| | TIFICATE HOLDER | | | т | CANCELLATIO | N . | | | |
| Lee Civic Center & Board of County Commissioner of Lee County 11831 Bayshore Rd Ft. Myers, FL 33917 | | | | sioner of Lee County | 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 | | | | | | |
| l | | | | | | | * | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

Policy Number: KSFLD0001518-00 / Insured: Buckler Promotions, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Lee Civic Center & Board of County Commissioner of Lee County 11831 Bayshore Rd Ft. Myers, FL 33917

MAY 3 & 4 - FT MYERS, FL - BLUEBERRY FEST - LEE CIVIC CENTER Load in - Wednesday, April 20, 2025 Load out - Tuesday, May 4, 2025

Information required to complete this Schedule, if not shown above will be shown in the Declarations.

Section II - WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- **B.** In connection with your premises owned by or rented to you.

Carmine Marceno Sheriff



State of Florida County of Lee

"Proud to Serve"

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 2025 will be:

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

Details are charged a \$15 <u>per deputy</u> 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 <u>unarmed</u> 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)2/6 | Total Hours8 | \$73/\$63 Rate per Hour | Vehicle Rate \$15x2 |
| Supervisory Deputy(ies)1 | Total Hours 8 | _ Rate per Hour \$80 | Vehicle Rate waived |
| In Down | SIGN | HERE | |



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Detail Request Form - continued

| LCSO Details Main Phone Number: 239-477-1199 | | | | | |
|---|-------------------------------|--|--|--|--|
| | Information | | | | |
| Business Name: Buckler Promotions, Inc. | | | | | |
| Street: 1697 Doyle Rd | | | | | |
| City: | State: FL Zip Code: 32725 | | | | |
| Business Contact: Richard Buckler | Phone: <u>386-860-0092</u> | | | | |
| Email Address: richard.bucklershows@yahoo.com | | | | | |
| Event | Information | | | | |
| Detail Location: Lee Civic Center | | | | | |
| Street: 11831 Bayshore Rd | | | | | |
| | State: FL Zip Code: 33917 | | | | |
| Contact During Event: Richard Buckler | Phone: 386-804-4009 | | | | |
| Event Date: 5/3 & 5/4/25 | | | | | |
| Anticipated Crowd Size: 5000-8000 | | | | | |
| Additional Security Working Detail: Yes | No If Yes, how many? | | | | |
| Permits Attached: Yes No | Alcohol Served: Ves No | | | | |
| Detail | Information | | | | |
| Security/Funeral Traffic/Boat | Prisoner Trans/Civil | | | | |
| CSA/Dispatcher Bomb Sweep | p 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 \$9724. 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 4/25/2025. | | | | | |



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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.

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. | OTTIOL |
| 1697 Doyle Rd, Deltona FL 32725 | |
| By: Jun Mm | By:Sheriff/Designee |
| Print Name: RICHAMOL. BUCKEEL JR. | Print Name: |
| Date: 4/4/25 | Date: |

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'

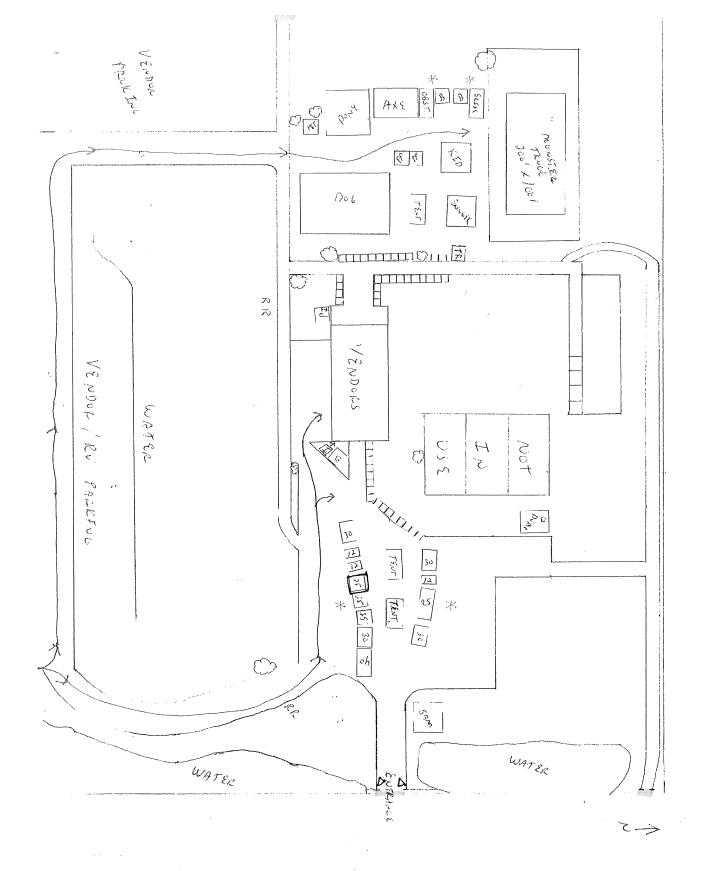
Pony – Pony ride ring. 75'X75'

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'



To make

