



Dear Applicant:

Thank you for your interest in having your event at our beautiful City of Marathon Community Park. We are excited to have you and look forward to working with you to produce a successful event.

In order to assist you in obtaining the necessary permits and services, it is essential that you complete the attached Special Event Application and return it to the Parks and Recreation main office, **200 36th Street, Marathon, FL 33050**. You may also scan and email your application to parks@ci.marathon.fl.us. Applications are due a minimum of 30 days prior to your scheduled event.

Please note that all special event applications must be approved by the City Council at one of their regularly scheduled meetings. Your event date and time are not secure until you receive that approval. The Parks and Recreation department will contact the applicant in order to review the application details and needs for the event.

- **Incomplete applications will not be accepted. Please do not submit the application until you are able to provide all requested information on the application.**
- **We encourage you to call the Parks and Recreation department office (305)743-6598 if you have any questions before submitting your application.**
- **The applicant is responsible for obtaining all necessary permits, providing required insurance documents, and signing an event agreement.**
- **The City of Marathon reserves the right to revoke this application at any time for non-compliance of applicable codes and/or unsafe conditions or acts.**
- **Applicant must provide letters of approval/coordination from the following:**
 - **City of Marathon Fire Rescue**
 - **Monroe County Sheriff's Office**
 - **Marathon Garbage Services**
 - **Permit for the sale alcoholic beverages from State of Florida**
 - **Port-a-johns confirmation (copy of receipt)**
- **Applicant must be ready to provide site plan with the following information (if applicable):**
 - **Plan for parking / traffic management**
 - **Plan for signage**
 - **Plan for waste disposal**
 - **Plan for restroom access (including handicap accessibility)**
 - **List of all participating vendors and locations for each (food/beverages, merchandise, information)**
 - **List of volunteers with schedule shifts before, during, and after event**
 - **Plan for security**
 - **Plan for sale or distribution of alcohol**

KEYS100 Ultramarathon
Race Overview and Request to Run Through Marathon:
Non-Exclusive Use of Bike Path/Sidewalk Requested

May 18, 2024 will be the 16th year for the "KEYS100 Ultramarathon". It includes five distinct race competitions: 100-mile, 50-mile and 50-kilometer individual races and 100 mile 6-person team relay and 50 mile 3-person team relay. (The 50-kilometer race begins in Big Pine Key so will not impact the City of Marathon.) Both 100-mile races start near Mile Marker 100 in Key Largo, with staggered starts between 5:20am and 7:45am. Runners proceed south along Overseas Highway, utilizing sidewalks, pedestrian bridges and service roads where available, or facing traffic (ocean-side) on road shoulders, to the finish line in Key West. The Marathon Garden Club property at Mile Marker 50 in Marathon is a mandatory check-in point for the 100-milers and is also the starting location for the 50-mile individual race and the 50-mile team relay race, beginning at 9:00am. 50-milers follow the same route as the 100-mile runners to Key West. We estimate approximately 900 runners total, including relay teams. That translates to +/-500 active runners at various locations spread out along 50-60 miles of the course at its height, from Islamorada to Big Pine Key, including one runner from each of the relay teams.

One person from each relay team runs at a time, with the other members driving ahead for the next hand-off. Individual runners will have a support crew of 1-3 persons who meet their runner at designated intervals to provide water, food and other items. (Both teams and individuals are allowed one support vehicle only.) The race no longer sets-up aid stations along the route, substituting instead timing/monitoring sites to record interim times and competitors' progress. A team of marshals monitors rules compliance and the medical team is stationed strategically along the route and at the finish line. Strict rules apply regarding the route, runner, crew and vehicle safety, required night gear, etc., and a copy is attached.

Due to the extreme length of these races and the varied ability level, runners are very spread out along the course, requiring no road or lane closures, crowd control or traffic management or other special consideration, with the exception of the 50-mile race start in Marathon and stationing off-duty deputies at road crossings. As in the past, that includes Sheriff Office support after the Marathon race start to cross runners from the Bay side to Ocean side just before Seven Mile Bridge. There has been minimal impact on traffic at any point in the race in past years and we do not expect any in 2024. Race vehicles display signs notifying motorists of a race in progress. We expect approximately 100 active runners and teams in the 50-mile competitions.

Again for 2024, we are not requesting use of any City facilities or services other than non-exclusive use of the multi-use paved trail on the Bay side of Overseas Highway as runners make their way through Marathon. We have leased the Marathon Garden Club property for the day as we have in past years, and will have use of parking and bathrooms on site. Race staff will remove all trash and recyclables. This permit application requests the City's permission to run through Marathon on the way to Key West.

Thank you very much for your consideration.

Robert J. Becker, Race Director
Ultra Sports, LLC
520 Orton Avenue, #203
Fort Lauderdale, FL 33304

bob@ultrasportsllc.com
Voice: 954-439-2800

Special Event Permit Application

Public assemblies are regulated by Chapter 18, Article III, Division 2 – Public Assembly Permits. A public assembly is defined as an outdoor gathering in temporary structures, by individuals of the general public, with or without admission fees, when anticipated daily attendance is expected to exceed 250 people any point in time during an event day, and which occurs on more than one day per calendar month.

Event Name and Organization: KEYS100 Ultramarathon, produced by Ultra Sports, LLC

Address: 520 Orton Ave. #203 **City, State, and Zip:** Fort Lauderdale, FL 33304

Phone: 954-439-2800 **Email Address:** bob@ultrasportslc.com **Fax:** N/A

Event Coordinator Name: Bob Becker **Will be on site?** Yes Yes

Title: Race Director **Cell:** 954-439-2800 **Email address:** bob@ultrasportslc.com

Additional Contact Name: **will be on site?**

Title: **Cell:** **Email address:**

Type of Event: For-Profit

Purpose of event (check one): Recreation

Expected number of participants: *See add. **Spectators:** * **Total anticipated attendance:** *

Has this event been held in the past? Yes

If yes, please list past dates and attendance: Every year since 2008, except 2020.

Event Location: *US #1 AND MARATHON GARDEN CLUB*

Set-up Date(s): 5/18/24 **Set-up Times:** 5:47 pm **Clean Up Date/Times:** 5/18–11:30pm

Event Date(s): 5/18/24 **Event Hours (open to the public):** *

Admission Cost: **If yes, how much?** \$

STREET CLOSURE

In most cases the Monroe County Sheriff's Office will be required to facilitate the closure. The number of officers will depend on the location, type and nature of the closure. The applicant is responsible for hiring the officers and a separate contract will be issued for their service. In some cases, adult volunteers must be stationed at each closure point during the duration of the street closure (including set-up and tear down times – If applicable). Use of volunteers will be determined by the Monroe County Sheriff's Department.

Will event require street closure? No

Event will occupy: One Lane: Two Lanes: Half of Street: Sidewalk Only:

Start time: End Time:

PARKING PLAN

When planning your event, it is important to consider the impact your event will have on parking in the area. In some cases, a parking management plan will be required if the venue cannot accommodate the number of anticipated attendees. If parking management plan is required, you will be required to identify city owned and/or private parking lots that will be utilized for parking during your event. You must provide letters of approval for any businesses that have agreed to allow you to use their property for parking.

What locations are you planning to use for parking:
Marathon Garden Club; transient at The Marketplace

ACCESSIBILITY

As an event organizer, you are required to comply with all Federal, State, County and City ADA laws applicable to your event per the Americans Disability Act (ADA). All event venues, structures and activities shall be accessible to persons with disabilities.

You need to consider the following access as you plan your event: first aid, information center, parking, clear paths or travel (to and from, and inside the event), restrooms, seating, signage, access to vendors. If all areas are not accessible, directional signage, a map, or program must be provided to attendees indicating the location of accessible restroom, parking, etc.

ALCOHOL MANAGEMENT PLAN

If you are interested in selling or serving alcohol at your event, you will need to submit an application to the Department of Business and Professional Regulation for a permit for the dates requested for your event (include permit with your application packet).

Are you requesting permission to serve alcohol at your event? No

If yes, which? (Check all that apply)

Will the alcohol be sold to the attendees?

Who will serve the alcohol (professional bartenders, volunteers, etc.)?

Is the event open to all ages?

The following rules apply to alcohol service or sales on City of Marathon public property:

If the alcohol area is accessible to all ages, anyone wishing to purchase or consume alcohol must present a current ID, and if that attendee is 21 years or older, they must be issued a non-transferrable wristband. All attendees must present their wristband to be served or consume alcohol.

- Servers must be 21 years of age or older
- Servers may not consume alcoholic beverages while serving.
- Attendees may be served no more than two standard drinks at a time. The City defines one standard drink size as:
 - 12 ounces of beer
 - 5 ounces of wine
- Shots are not permitted
- Alcohol cups must be paper and can be distinguishable from soda cups
- Service must end 30 minutes before the scheduled event end time.
- Non-alcoholic beverages, water and food must be available at the event.

VENDORS

There are three categories of vendors: 1) food/beverage, 2) merchandise and 3) information. Business of Operations Tax (BOT) certificate is required for vendors who wish to sell, expose for sale, or offer for any sale and food/beverage or merchandise in the City of Marathon. You should require each vendor to provide you, the event organizer, with a copy of their BOT (if applicable) and general liability insurance.

Food available for purchase: No

Does your event include food vendors: No If yes, how many?

Does your event include food trucks? No If yes, how many?

Will any of the food vendors or food trucks be cooking or heating food on-site?

If yes, how many?

What method will be used?

Food Vendors

According to the City of Marathon Fire Rescue the following are required by all food vendors participating in your event:

- Must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (tag showing inspection within 1 year of event date).
- Vendor deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company.
- Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1.
- Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96.
- The Department of Business and Professional Regulation will inspect vendors prior to opening for business. Event staff will coordinate the overall inspection time.
 - Exceptions:
 - Non-profit organizations. The vendor must have a State of Florida Tax Exempt Certificate, issued in the name of the vendor on site.
 - Vendors selling food items not prepared on site, i.e. pre-packaged.
- Concession stands utilized for cooking shall have a minimum of 10ft of clearance on two sides.
- No fuel containers are allowed on the premises.

What is your plan for disposing of grease, charcoal and/or waste water?

N/A

Does your event include merchandise vendors? Yes

If yes, how many? 2

Does your event include information vendors?

If yes, how many?

Merchandise and Information Vendors

According to the City of Marathon Fire Rescue the following are required by all non-food vendors participating in your event:

- A 12 ft. clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles.
- Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70
- Generators will be located to the rear of a vendor space, have a fire extinguisher and be sound deadened.
- Must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (tag showing inspection within 1 year of event date).

Will any items or services sold at your event present any unique liability issues (massages, tattooing, piercing, ax throwing, etc.)? No

If yes, explain:

Two vendors will be offering race-related items before the 9:00 race start. They will be on site for 2 hours in front of the Marathon Garden Club, and the footprint will be very small.

Electricity needed for the event:

* Electricity will be available in designated areas.

Entertainment: No

If yes, what type of entertainment will be there?

Will your event include amplified sound?

If yes, what days and times are you requesting amplified sound?

Days (Please circle): MON TUES WED THUR FRI SAT SUN

Start Time:

End Time:

Describe the sound equipment that will be used at the event:

Will your event include the installation of stages or platforms? No

If yes, how many stages or platforms?

Does your event require fencing or barricades? No

*Include proposed fencing/barricade in your site plan proposal.

WASTE MANAGEMENT/RECYCLING

You are responsible for properly disposing of all waste and garbage throughout the term of your event. Immediately upon conclusion of the event, the area must be returned to a clean condition. Should you fail to perform adequate cleanup or damage occurs to the City property, your initial deposit for damage, clean-up will be used to cover the cost for the clean-up, damage, etc. caused.

Trash containers will be available for use during the event. It is the event organizer responsibility to make sure the trash containers are emptied throughout and the conclusion of the event.

Will the event encourage Recycling and Sustainability?

Applicant will need an approval letter from recycling and waste management company (Marathon Garbage (305)743-5165)

RESTROOMS

You are required to provide restroom accommodations for event attendees. The City of Marathon recommends portable toilet (port-a-johns) for anticipated attendees over 250. When portable toilets are provided, at least one toilet must be ADA accessible. The total number of portable toilets you provide should also take into consideration event duration, whether alcohol and/or food will be served, if children are attending the event and patron gender.

* All Port-a-johns must be removed within 24 hours after the event has ended.

TENTS/CANOPIES/TEMPORARY STRUCTURES

The standard 10x10 canopy is allowed at events without a special permit. There must be a 12 foot space between each cluster of canopies. Canopies can be grouped into groups of 8. Tents that are larger than 200 square feet and canopies that are larger than 400 square feet must be permitted and inspected by the City of Marathon Fire Department. A 12ft clear area must be maintained in front of each vendor site. Temporary vendor tents and/or canopies of 200 sf or less and without food preparation are exempt from fire retardant requirements.

***No STAKES FOR TENTS OR CANOPIES can be used. Either water weights or blocks must be used.**

Will your event include tents or canopies?

If yes, indicate the number of corresponding size (please include on site map)

SECURITY/SAFETY PLAN

You may be required to hire Monroe County Sheriff's Deputies in order to obtain your permit. The number deputies needed will depend on anticipated attendance, location of the event, presence of alcohol, history of the event, nature of event, and street closures.

- If you are required to hire MCSO deputies, contact MCSO at (305)289-2430 (attach letter of coordination)

FIRE RESCUE:

If Fire Rescue is scheduled for the event, you must contact the Fire Department to determine the number of Fire Rescue workers are needed for the event. If the event is canceled then an event representative must call each department at least 24 hours before the event to notify them the event has been canceled.

CITY USE ONLY	
Approved: (Initial and Date)	
Parks and Recreation Director: _____	Sheriff's Dept.: _____
Public Works: _____	Fire Department: _____
Legal: _____	City Manager: _____

Indemnification and Hold Harmless Agreement

This Use, Indemnification and Hold Harmless Agreement (the "Agreement") dated this 13th day of February 2024,
executed by Ultra Sports, LLC (the "Indemnitor") in favor of The City of
Marathon, Florida (the "City").

WITNESSETH

WHEREAS, the Indemnitor has applied to the City for a Permit to hold an event on City property located at Marathon Garden Club (the "Property"); and

WHEREAS, as a condition of approval of the Permit, the Indemnitor has agreed to provide this indemnification and Hold Harmless to the City, including the insurance provisions.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees:

- Indemnification and Hold Harmless** The Indemnitor covenants and agrees that it will indemnify, defend and hold harmless the City, its elected officials, its employees, agents consultants, legal counsel, and volunteers from any and all claims including bodily injury or property damage, liabilities, losses, damages, fines, costs, fees, and expenses including attorney's fees and costs (at both the trial and appellate levels) arising out of or in any way relating to the Indemnitor's activities upon the Property, including, without limitation claims of third parties for property damage or for bodily injuries and any and all expenses or obligations including reasonable attorneys' fees and costs.
- Insurance** The Indemnitor hereby represents to the City that it has obtained the required insurance naming the City as an additional insured for the minimum coverage amounts specified by the City Manager and has provided the City with a Certificate of Insurance. The Indemnitor further represents that the Insurance Certificates delivered to the City are in full force and effect and shall not be cancelled prior to the event.
- Clean-up** The Indemnitor shall be responsible for maintenance of the Property during the event period. The Indemnitor shall remove all trash and debris accumulated during the event period from the Property and shall return the Property to the Contractor in the same condition as received. If the Property is not returned in the same condition, Indemnitor agrees to pay actual costs of clean up.
- Personal Property** All personal property placed at the Property by the Indemnitor shall be at the risk of the Indemnitor and the City shall not be liable for any loss or damage to the Indemnitor's personal property located thereon for any reason whatsoever. The Indemnitor's agrees and understands that the City does not and shall not carry liability, theft or fire insurance on said property to cover the Indemnitor's interest therein.
- Survival of Terms** The hold harmless and indemnifications provided in this Agreement shall survive termination of the event.
- Release** The Indemnitor shall additionally hold harmless and release the City Manager or his designee from any claims for damages, including but not limited to economic consequential or other monetary damages suffered by the Indemnitor, in the event that the City Manager or his designee revokes the Permit or otherwise stops the event due to the Indemnitor's violations of any conditions of the Permit, applicable laws or City regulations.
- Successors or Assigns** This Agreement shall be binding on the Indemnitor's successors, assigns or heirs and run in favor of City's successors and assigns.

IN WITNESS WHEREOF, Indemnitor has executed this Agreement. INDEMNITOR:

Robert J. Becker _____
Signature Date Signature Date Print
Name Print Name

NOTARY STATE OF Florida
COUNTY OF Broward

Before me, this 13 day of February 2024, personally appeared Robert J. Becker
Who executed this foregoing instrument, and acknowledged before me that same was executed for the purposes
therein expresses.
 Personally Known or Produced ID: FL Driver license

AA
Signature of Notary Public - State of Florida My Commission Expires: Feb 22, 26

ALEXANDER VALEEV
Notary Public - State of Florida
Commission # HH 232316
My Comm. Expires Feb 22, 2026

CERTIFICATE OF INSURANCE

PRINT DATE: 2/5/2024

CERTIFICATE NUMBER: 202402051034718

AGENCY:

Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road, Suite 800
Atlanta, GA 30328
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. Ultra Sports, LLC
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379
INSURER B: Allied World National Assurance Company NAIC# 19489

EVENT INFORMATION:

Keys100 Ultramarathon (5/18/2024 - 5/19/2024)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338542-01	11/1/2023 12:01 AM	11/1/2024 12:01 AM	GENERAL AGGREGATE (Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338543-01	11/1/2023 12:01 AM	11/1/2024 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	<input checked="" type="checkbox"/> EXCESS LIABILITY	0313-1301	11/1/2023 12:01 AM	11/1/2024 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

City of Marathon
9805 Overseas Highway
Marathon FL 33050

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:



Google Maps

Marathon Garden Club

KEYS100 race start and timing station.
Runner check-in at St Columba Church



Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2024 200 ft

MARATHON GARDEN CLUB: 50 MILE
RACES START HERE BEGINNING
AT 9:00 AM.

ST. COLUMBA EPISCOPAL
CHURCH. RUNNERS CHECK-IN
HERE BEFORE START OF
50-MILE RACES.

Google Maps

The Marketplace

Short-term parking location
for 100-mile runner crews

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Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2024 200 ft

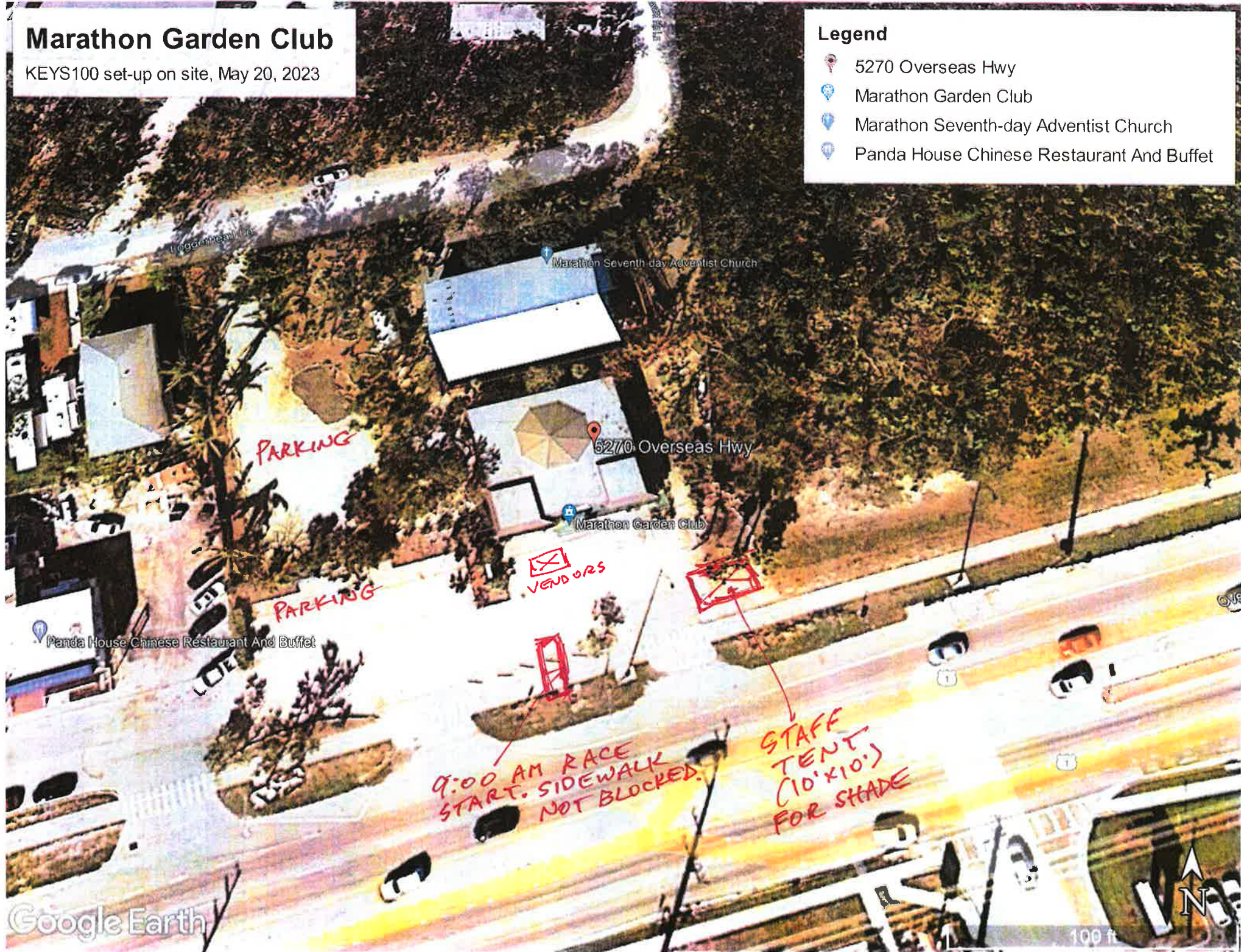
TEMPORARY PARKING IN MARKETPLACE LOT
AS 100-MILE RUNNERS MAKE THEIR WAY
ONTO THE BRIDGE HEADING FOR KEY WEST.

Marathon Garden Club

KEYS100 set-up on site, May 20, 2023

Legend

-  5270 Overseas Hwy
-  Marathon Garden Club
-  Marathon Seventh-day Adventist Church
-  Panda House Chinese Restaurant And Buffet





MARATHON GARDEN CLUB

Come grow with us...

P.O. Box 500826
Marathon, FL 33050
305-743-4971

MARATHON GARDEN CLUB RENTAL LEASE AGREEMENT

5270 Overseas Highway, 305-743-4971

FEE SCHEDULE

Special Events: Weddings, Wedding Receptions, Anniversaries, etc.

(8 am-11 pm): \$1,000 [Prior day setup/decoration is billed at the hourly rate.]

Meetings/Seminars: (Maximum of 8 hours) \$600; (maximum of 4 hours) \$300

Catered Parties: (maximum of 4 hours) \$400 (includes use of kitchen)

Additional Hours: (any event) \$75; Use of Gardens: \$150

[Residents of Monroe County are offered a 10% discount from above fees]

Rental Fees are subject to a 7% Florida State Sales Tax

Cleaning Fee: There is a nonrefundable Cleaning Fee of \$300 for all events. This fee is waived by the club. Jackie Sparber and Suzy Curry will clean the club at no cost to the club.

Refundable Security/Damage Deposit: \$500 is required for all events and will be held until satisfactory inspection of facility by Rental Manager. This is waived. The event is just using the grounds, lobby and bathrooms for this event.

RENTAL DATA

Please complete and return Rental Lease Agreement with payment in full. Address to attention of Rental Manager. *Retain a copy of this three-page contract for your records.* There is a \$25 fee for returned checks.

Renter's Name Ultra Sports, LLC (Bob Becker, RD)_____

Renter's Address__ 520 Orton Ave. #203, Fort Lauderdale, FL 33304

Mobile Phone_954-439-2800_ Home Phone_ N/A_ Email Address__ bob@ultrasportsllc.com

Event Date__ May 18, 2024__ Type of Event__ Ultramarathon running race__

Time Scheduled__ 7 am-10 pm__ Number Attending__ [See supplement]_____

Agreed Rental Fee_ \$1000 _____ Cleaning Fee_ N/A _____ Damage Deposit
_ N/A _____

Tax_ \$70 _____ Total Payment Amount_ \$1070.00 _____ Paid in full [by check]
Date _____

Rental Manager: Susan Curry Phone No.: 305-289-0015 Email: stoutsjewell@comcast.net

INSTRUCTIONS

*Rental Date will be held for two weeks at which time signed contract & payment in full are due.

*Cash payment is accepted. Payment by check or money order must be made to Marathon Garden Club. Security/Damage Deposit refund will be made within two weeks of the event.

*Cancellation: Notification must be received thirty (30) days prior to event or deposit will be forfeited.

*Setup and decorating may be done two (2) hours before the event. If additional time is needed, arrangements must be made with the Rental Manager.

Rental Regulations

1. Smoking is not permitted in the building. No lighted wax candles are to be used. Helium filled balloons, confetti, rice, birdseed and the like are not to be used on the premises.
2. No signs, posters or other notices may be affixed to any walls or doorways inside or outside the building, including utility poles.
3. No building fixtures, furniture or wall hangings may be removed, altered or added.
4. Renter must secure necessary legal permits to sell alcoholic beverages.
5. When, in the opinion of the Monroe County Sheriff's Department, an officer is required for parking or traffic control, the Renter will bear the expense.
6. In no case shall this lease be assigned or sublet without written consent of Marathon Garden Club.
7. Evening events shall be concluded by 11:00 pm.
8. If any damage to property or contents of the Marathon Garden Club is determined, reparations will be assessed and deducted from Damage Deposit. *If assessed damage exceeds deposit, Renter will be billed for the balance.*
9. The Marathon Garden Club, Inc. assumes no liability for Renter's or guests' loss incurred by fire, theft or injury.
10. Misconduct or drunkenness is not permitted. Such actions will be subject to disciplinary or police action.
11. Premises shall be returned to original condition, including take down of tables and chairs, lights/fans turned off, air conditioning turned off, all doors locked and all trash disposed of in the dumpster. **Failure to do so will result in an assessed fee which will be deducted from the damage deposit.**

HOLD HARMLESS AGREEMENT

RECITAL:

- A. Renter agrees to rent space at 5270 Overseas Highway (U.S. Rte. 1), Marathon, Florida and/or the adjoining grounds, from time to time under a written rental agreement.
- B. As a condition for use of the Landlord's premises, Renter agrees to give Landlord this Hold Harmless Agreement

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AGREEMENT

Now, therefore, for good and valuable consideration, it is agreed:

Renter will indemnify Landlord and save it harmless from any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damages to the property arising from and out of any assurance in, upon or at the rented premises, occasioned wholly or in part by any act or omissions of Renter, its agents, contractors, employees and invitees. If Landlord shall without fault on its part, be made party to litigation commenced by or against Renter, Renter shall protect and hold harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the Landlord in connection with such litigation.

Effective date of this agreement shall be the date on which the last of the parties shall have signed.

This agreement made the 24th day of January 2024 by and between the Marathon Garden Club Inc., a Florida Corporation not for profit, as Landlord and

Ultra Sports, LLC as Renter

In witness whereof, Landlord and Renter have executed and fixed their respective seals to this agreement on the day and year first above written. Renter acknowledges responsibility for additional fees which may be assessed (as determined by Rental Manager) due to: (a) damage to the property and/or contents of Marathon Garden club, (b) failure to turn off lights and/or air conditioning and (c) failure to return premises to original condition. Renter agrees to abide by the rules and regulations contained herein.

Renter  Date 01/24/2024

Marathon Garden Club by ^{SC} Susan J Curry/Marathon Garden Club-Rental

Agent 

-3-



Ultra Running Events

**2024 KEYS100 Ultramarathon
City of Marathon Special Event Permit
Plan for Crowd Control
May 18, 2024**

The *KEYS100* Ultramarathon includes two related events that affect the City of Marathon. The 50-mile races—individual and team relay—begin at the Marathon Garden Club. Staggered starts begin at 9:00am. Runners leave the Club property and head for Seven Mile Bridge along the multi-use path on the Gulf side of US#1. Just as the runners gradually leave, so do their support crews or other team members. In effect, participants self-dissipate after the race starts. A total of approximately 100 runners will begin at the Garden Club, divided into eight staggered start line corrals.

The second related event is the 100-mile race. These runners begin in Key Largo, also heading for Key West. By the time they reach Marathon, running along the multi-use path on the Bay side, they are very spread out. There is no concern over crowd control as there is never a large group or “crowd” over the course of the day and evening as competitors flow through the halfway point of the race.

FYI, race staff, including race marshals, are on site to assist before the race starts. An off-duty Deputy Sheriff crosses runners to the ocean side at the foot of Seven Mile Bridge, and runners proceed across Seven Mile Bridge, facing traffic. Otherwise, no other “official” support is requested.



Ultra Running Events

**2024 KEYS100 Ultramarathon
City of Marathon Special Event Permit
List of Police & Fire Protection Facilities
May 18, 2024**

The KEYS100 Ultramarathon rents the Marathon Garden Club on race day. All race activities occur there. A Monroe County Fire Department location is located less than one mile east, and the Monroe County Sheriff's Office Marathon sub-station is located less than 1 ½ miles to the west, both along US #1.



Ultra Running Events

**2024 KEYS100 Ultramarathon
City of Marathon Special Event Permit
Plan for Traffic Management
May 18, 2024**

After the staggered start of the 50-mile race at 9:00am at the Marathon Garden Club, runners will proceed along the multi-use path to a point just beyond Knights Key Blvd. There, a Deputy Sheriff will cross runners to the ocean side of the road. From there, runners will proceed across Seven Mile Bridge, facing traffic.

In addition to the controlled road crossing, Seven Mile Bridge will be "coned" along the ocean side shoulder as a reminder to vehicles that runners are active on the bridge.



Ultra Running Events

**2024 KEYS100 Ultramarathon
City of Marathon Special Event Permit
Plan for Waste Disposal
May 18, 2024**

The KEYS100 Ultramarathon rents the Marathon Garden Club on race day. Included in the rental is access to inside bathrooms. These are adequate for the race's needs, so no additional portable toilets are necessary. Volunteers remain on site throughout the day and evening until the site closes at 11:00-11:30pm. Staff is responsible for keeping the site clean and managing trash and trash containers. At the end of the evening, any excess trash is removed from the Garden Club property to be disposed by race staff at pre-arranged dumpster locations.

KEYS100—RACE RULES & STANDARDS FOR 2024

Race Rules are designed to provide a safe and fair experience for everyone involved and to help ensure our ability to produce the race again next year.

Every Runner & Crew and Every Team & Driver Are Equally Responsible for Knowing and Complying with ALL Rules

PERSONAL, EVENT & COMMUNITY SAFETY:

IV'S and SUPPLEMENTAL OXYGEN PROHIBITED. Anyone using an intravenous device or supplemental oxygen for ANY reason will be immediately disqualified from continuing to race. If medically required for a team member, that runner may not continue under any circumstances. Any other use of an IV or oxygen by a team member will result in immediate DQ of the entire team.

AFTER SUNDOWN. Defined strictly as 7:30pm Saturday until 6:00am Sunday, ALL racers, pacers, crew members and drivers when not inside the team vehicle must wear a vest or similar item with reflective material clearly visible 360 degrees, as well as clearly visible colored blinking LED lights facing front and rear. Anyone not complying will immediately be stopped and not allowed to continue, and may be pulled from the race. Both a reflective vest (or similar-purpose item) AND blinking lights must be worn. (Reflective clothing that incorporates blinking, colored lights front and rear is acceptable.) DO NOT START ACROSS SEVEN MILE BRIDGE WITHOUT NIGHT GEAR IF YOU CAN'T COMPLETE THE CROSSING BEFORE 7:30PM. Note: Headlamps do NOT count as required safety gear, but wearing one or carrying another type of light is highly recommended.

LIMITING NUMBER OF PEOPLE CROSSING OVERSEAS HIGHWAY. For teams, only the new runner and a maximum of ONE additional team member may cross the road for the exchange and to assist the finishing runner. For individual runners, no more than ONE CREW MEMBER AND A PACER may cross the road. All others must remain on the vehicle side, well back from the roadway. ALWAYS wait for traffic to pass in both directions, then cross with extreme care. NEVER cause traffic to slow down or stop when crossing the highway. YOU MUST WAIT. Severe time penalties or DQ will be enforced with a zero-tolerance policy towards dangerous crossings of, or behavior on, any roadway.

EXCEPTION AT MM40 AFTER CROSSING SEVEN MILE BRIDGE, all team members or individual runner support crew may cross the road to meet their runner past the driveway into Veteran's Park. To avoid a bottleneck, no one other than race staff and active runners are allowed between the end of the bridge and the driveway into Veterans Park. *Meet or exchange your runner past the driveway into Veteran's Park.* No parking in Veteran's Park or on the ocean-side shoulder. Vehicles are moving at high speed in this area, so it can be very dangerous. Extreme caution must be taken when crossing the highway. If a Sheriff is on site, you MUST cross ONLY where they are located and at their direction.

RACING BIBS. Bibs must be worn on the runner's front with race number clearly visible at all times. IN ADDITION, FOR TEAMS, the team bib with timing chip must be worn by the active runner when passing timing equipment. An adjustable belt will be supplied with the team bib for ease of transition from one runner to another. Plan ahead!

DRIVING & SUPPORT:

PRESCRIBED EXCHANGE & SUPPORT LOCATIONS. Team runner exchanges and individual runner and crew meet-ups, must take place at prescribed stops only. The official list of these locations will be published on the website as "Runner Meet-Up Locations" and included in the printed "Race Guide" that is distributed at packet pick-up. You are not required to use every allowable stop; but, when an exchange is made or support given, it must be at one of these locations. This requirement will be strictly monitored.

NEVER DISRUPT TRAFFIC. Vehicles will "leap-frog" the runner along the race route. Vehicles pulling on and off the road must do so conservatively, waiting for an adequate opening and not interrupting moving vehicles. Once on the road, get-up to speed quickly and maintain it; no slowing down to converse with or otherwise support any runner while moving. All support must be provided by crew members on the ground; handing the runner supplies from the vehicle is never allowed.

ACTIVITY PROHIBITED ON BRIDGES. No change of runners is ever allowed on a bridge. This includes Seven Mile Bridge. No support of any kind may be given to a runner on any bridge, and no support may ever be given from a moving vehicle. If approaching Snake Creek drawbridge (MM85.7) with gates down OR warning lights flashing that indicate the bridge is about to go up, runners and vehicles must stop IMMEDIATELY and wait until the bridge re-opens for vehicular and foot traffic. ANY VIOLATION OF THESE RULES WILL RESULT IN IMMEDIATE DISQUALIFICATION. "DQ" WILL ALSO APPLY IF A TEAM RUNNER OR AN INDIVIDUAL RUNNER ON SEVEN MILE BRIDGE IS UNABLE TO COMPLETE THE DISTANCE.

PARK OFF ROADWAY. Vehicles must be parked completely off the road surface whenever stopped. Vehicle doors must not open onto the road. Do not block bike lanes or trails. NEVER block a driveway, park or enter on private property uninvited.

SUPPORT VEHICLE. Each team and individual runner must have its own vehicle, and only one vehicle per team and individual runner will be allowed on the course. If a crew is supporting more than one runner, this one-vehicle-only rule still applies. A "shuttle" vehicle to ferry crew or gear to the support vehicle is permitted on a very limited basis, but the "shuttle" may not remain on the course in active support. All race vehicles must meet minimum requirements of property damage and personal liability automobile insurance for the State of Florida. All vehicle drivers must be fully licensed. Vehicle headlights must be on whenever driving on the road, 24 hours a day.

VEHICLE SIZE & TYPE RESTRICTIONS--FIRM: The team or individual runner support vehicle may be a car, SUV, minivan or full-size passenger van. **Maximum length is 20 feet. Not allowed on the course at any time are motor-homes or RVs of any type and of any length, including slide-in truck campers. Oversize vans including any RV conversions, are not allowed.** Pick-up trucks up to ½ ton with two axles and "standard" wheels and tires are discouraged, but allowed as support or crew vehicles, but nothing oversized will be allowed. No trailers of any kind or size are allowed. No receiver baskets or similar extensions may be used unless the combined length with vehicle is under 20 feet. The decision of the Race Director or his designee will be final should any question arise about acceptability of a support

vehicle. If you are unsure about whether your vehicle will be okay, ask the RD or Chief Marshal BEFORE the race.

PARKING LIMITATIONS FOR NON-PARTICIPANTS. Due to extremely limited parking throughout the race, secondary vehicles, including those of family and friends, are NOT permitted at any support or exchange location. Supporters, including family and friends, are invited to view the race start and are welcome to watch the finish at Higgs Beach. They may also park at non-race support locations and cheer their runner from there. To reiterate: LIMITED PARKING is the issue, not cheering fans!

NO PETS. Pets are not allowed in race-support vehicles at any time, including team vans and individual runner support vehicles. This rule will be strictly enforced. Do not bring them.

VEHICLE MARKING & SIGNS. Vehicles must have the team or individual runner NUMBER *CLEARLY* visible on all four sides of the vehicle. Team or runner name is recommended but optional. All must display a "CAUTION: RUNNERS ON ROAD" sign on the rear of the vehicle, as required by race permits. This sign will be provided at pre-race check-in. Bring blue painter's tape for mounting sign. Professionally made signs for these purposes may be substituted, if preferred.

COMPETITION & SPORTSMANSHIP:

STRICTLY FOLLOW COURSE. Run *ONLY* where course instructions direct at all times. Cross the highway *ONLY* where instructed to do so. Examples: When running on the road shoulder, racers **MUST ALWAYS RUN ON THE OCEAN SIDE OF THE ROAD FACING TRAFFIC. THIS IS NOT AN OPTION.** When a bike path or sidewalk is available on the side of the highway where directed to run, runners **MUST** run there and **NOT** on the road shoulder. This is **NOT** an option; failure to do so will be considered cutting the course. The race's intent is to keep runners off the road shoulder to the maximum extent possible. Runners failing to comply may be required to retrace their steps to the point of infraction, then run the proper route, and will be subject to time penalties.

DECORUM. Runners and crew must display courtesy, good taste, decorum and sportsmanship at all times, and must not litter, mar or pollute the landscape or environment. That includes defecation anywhere other than in bathrooms and portable toilets which are available throughout the Keys. Use them. Penalties for doing otherwise, including immediate DQ for flagrant violations, apply. Nudity is specifically not allowed and will be severely penalized.

TIMING EQUIPMENT. All runners and teams **MUST** cross all timing mats or pass close to timing sensors set-up along the course. Locations are included in the "Runner Meet-Up Locations" list.

Note to teams: Each team member will be required to wear their individual racing bib at all times. In addition, when the runner is passing timing equipment, the **TEAM** bib number with timing chip **MUST** be worn so that the team's interim time is scored. Plan accordingly when determining who runs each leg.

NO BIKES. Supporters or pacers on bikes, skates, skateboards and the like are never allowed under any circumstances.

RUNNING UNDER OWN POWER. Runners must progress under their own power without any type of physical assistance. Runners may not use walking sticks, ski poles or similar. Neither runner nor crew

may carry an umbrella or shade cover while progressing on the course. Artificial cooling vests or systems are prohibited. Wearing ice in a bandana, buff or other article of clothing is permitted and encouraged.

ENFORCEMENT—NEW FOR 2024. Race marshals will be on the route to assist runners and teams in any reasonable way. Marshals will monitor compliance with race rules and be empowered to levy penalties depending upon the nature of the infraction. A warning may be issued by marking a “slash” on the runner’s bib. A second infraction may result in completing an “X” on the bib which will carry a one-hour time penalty. Any further infractions will result in disqualification.

NOTE: At any time during the race, major rules infractions by competitor or crew may result in immediate DQ at the discretion of the Chief Marshal and Race Director.

TEAM REQUIREMENT: TEAM VOLUNTEER TO WORK MINIMUM 4 HOURS.

READ CAREFULLY. CAPTAINS: THIS IS A RACE REQUIREMENT FOR SOME TEAMS. Virtually all ultra-distance team relay races have significant volunteer requirements. Without such help, it is extremely difficult for ultra-distance races to provide necessary runner support during the event. For *KEYS100*, each team with one or more team members residing within 50 miles of any point along the course **MUST** provide at least one race volunteer to be available on race weekend for a minimum of four (4) hours to work at the finish line, a timing location or packet pick-up. A team driver does **NOT** meet this requirement! Online Volunteer Registration is required; this allows volunteers to select the position and time slot they prefer—first come, first served—and to confirm that they are fulfilling your team requirement. **FOR 2024, ALL TEAMS REQUIRED TO PROVIDE A VOLUNTEER MUST DO SO NO LATER THAN MAY 1. FAILURE TO COMPLY WILL MAKE THE TEAM INELIGIBLE FOR RACE AWARDS.** While this is a race requirement, we respectfully request everyone’s help in encouraging as many people as possible to volunteer. (It is inevitably a gratifying and inspiring experience for those who do.) Please do your fair share in support of the race: identify your team volunteer and have them register before May 1st.