



Guide to Special Events Booking & Policies

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Updated: April 17, 2023

Section 1 - Introduction and Background

Welcome! The purpose of this document is to provide all the steps and requirements to hold a successful event within any common area on the St. Pete Pier. This document does not apply to tenant leased space. e.g. Doc Fords, Teak.

St. Pete Pier - Programmable Spaces Map

The St. Pete Pier is owned and operated by the City of St. Petersburg. The City's Pier management team is located on-site. The property encompasses 26 acres. **Exhibit A** details the programmable spaces. The capacities shown will need to be reduced to accommodate set up and equipment as applicable. Additionally, governmental regulations, i.e. COVID-19, will also affect capacities.

City of St. Petersburg: On-Site Pier Management Team

Phone Number: 727-822-7437

Juniper Rodriguez, Pier Manager

Tyler Spencer, Facilities Assistant

Todd Beatty, Senior Facilities Projects Coordinator

TJ Hill, Facilities Maintenance Coordinator

Logan Carey, Maintenance Mechanic I

Pier Events, LLC- Event Manager

In partnership with the City of St. Petersburg, Pier Events, LLC is the official event programming company for the St. Pete Pier. Pier Events, LLC is your **primary point of contact** to hold your events on the St. Pete Pier.

Name: Ferdian Jap

Phone: 727-452-6984

Email: ferdianj@gmail.com

Section 2 - Event Definitions

Event Types

Special Event

Any pre-planned event, whether publicly or privately sponsored and expected to draw 50 or more people at any one time, whether as participants or spectators. If you are planning an event that has less than 50 people, no application or permit is required. For events held in a tenant leased space you must contact the tenant directly to schedule an event.

Shelters and Picnic Tables

First-come, first-served basis and no reservations are accepted unless you would like to reserve the shade shelter on Spa Beach. This can be reserved by contacting tyler.spencer@stpete.org.

Private Gathering

These events are not advertised to the public and tickets are not sold. Examples include birthday parties, corporate retreats / meetings/ceremonies, & weddings.

Public Assembly

Public Assembly means any gathering, demonstration, rally, gala, ceremony, or celebration of any kind that is being advertised to the public, whether free or a paid admission. Examples include rallies, demonstrations, charity events & galas.

Procession/Parade

Procession/Parade means any public or private march, run, walk, or parade of any kind. A procession may also include a pre- and post-celebration assembly within a defined area.

Festival

Festival means any event advertised and open to the public, whether free or paid admission. This may involve any of the following: musical acts, large amplified sound & stage, non-food & beverage vendors, large/multiple tent structures, food & beverage vendors, and would require other additional infrastructure such as power, lighting, etc.

Section 3 - Application Process

Application Steps & Deadlines

Step 1 - Event Request Form

Submit Event Request Form available at StPetePier.org You should have the following information available prior to submitting a form:

- User(s) Contact information
- Event Name
- Proposed Event Date & Time
- Type of Event
- Event Description
- Event website, social media link, etc.
- Expected Attendance
- Location of Event on the Pier
 - Preferred First and Second Location

Step 2 - Calendar Review

Event Manager will review request form to determine if any conflicts exist. Conflicts can include the following, but not limited to:

- Date, Time, & Location: When your preferred date, time, or location is already booked for another event.
- Competing event type: When the proposed event theme or type conflicts with another planned event. For example, a beer festival occurring back-to-back.
- Large scale event occurring elsewhere: When the proposed event occurs during a largely planned event elsewhere in the area, thus limiting resources and infrastructure. For example, during the St. Pete Grand Prix or a large festival at Vinoy Park.

Step 3 - Submit Event Permit Application

If no conflicts are identified during the event calendar review, submit a full permit application along with fee(s). This will be emailed to you. Once reviewed, you will receive an email of approval or denial. If denied, the reason(s) why will be identified. If approved, the date, time, and location will then be added to the Event Calendar.

Step 4 - Event Overview Meeting

An Event Overview meeting will be scheduled. During this meeting, details and the logistics of your event will be confirmed, and site management requirements as outlined in Section 4 of this document will be reviewed. This meeting will be held onsite, and the primary contact of your event should be present for this meeting as well as the day of the event.

Step 5 - Co-Sponsorship Committee Meeting (if needed) - see Section 5 for more details.

If the event requires a City Permit through the Co-Sponsorship Committee, you will be notified of the exact time, date, and location of this meeting. It is highly recommended that the primary contact of your event be present for this meeting.

Step 6 - Cost Estimate Letter

After the meeting, a cost estimate letter will be produced. Once agreed upon and signed, you may announce your event and/or start selling tickets (if applicable). All fees and expenses are at the sole risk of user. See additional details in Section 5.

Step 7 - Use Agreement

A use agreement will be sent to you for signature. This must be returned with the required certificate of insurance following all coverage and additional insured requirements. It will not be executed if it is not returned with the correct certificate of insurance. **Deadline: Full execution fourteen (14) days prior to the event.**

Application Summary

The above application steps can be summarized as follows:

1. Submit Event Overview Form on www.stpetepier.org
2. Once cleared of conflicts, submit an EVENT PERMIT APPLICATION & pay application fee.
3. Attend Event Overview Meeting
4. Attend City Permit Application Review Meeting (if applicable)
5. Sign Cost Estimate Letter
6. Sign Use Agreement
7. Provide Insurance and any additional requirements.

Permit Application Fees

Permit Application fees vary on the type of event and expected attendance. Application fees are non-refundable.

Event Type	Application Fee
Private Gathering 50-100 People in Attendance	\$35
Private Gathering More than 100 People in Attendance	\$50
Public Assembly	\$50
Procession/Parade	\$100
Festival	\$100

Event Permit Application Deadlines

- Private Gathering - 2 months prior
- Public Assembly - 3 months prior
- Procession/Parade - 7 months prior
- Festival - 9 months prior
- Any event in Spa Beach Park - 9 months prior
- Any event serving Alcohol - 9 months prior

Permit Applications received for events occurring after the deadline will be processed on a case-by-case basis with the payment of an expedited Application Fee of an additional \$500 in addition to any other expedited fees charged by the City of St Petersburg.

Section 4 - Site Management Requirements/Fees

Depending on the type and size of the event, the following will be required:

- St. Petersburg Police Extra Duty \$65/hr, Sergeant \$75/hr
- St. Petersburg Fire Prevention \$ TBD
- St. Petersburg Emergency Medical Services \$ TBD
- St. Petersburg Traffic Management \$50/hr, Sergeant \$55/hr
- Sanitation/Janitorial: \$35/hr
- Private Security:
 - Regular rate: \$30/hr
 - OT rate: \$45/hr
 - Note: No armed guards are allowed
- Event Site Manager: Day rate starting from \$250 to \$500 per day
- Venue Staff: \$35/hr
- Administrative Fee: \$250
- Holiday Rates: 1.5x published rates above

The number of each required personnel will be determined by each individual City department, depending on the type and size of your event. The total costs associated with these services will be billed to the user. This will be communicated during the event overview meeting and on the cost estimate letter. **All prices displayed above are subject to change without notice.**

Ticketing & Ticket Fees

Pier Events, LLC as a part of its contract with the City of St Petersburg, requires the use of Event Live for all tickets being offered and advertised for an event on the St Pete Pier. Furthermore, the following venue fees apply for all tickets sold (online or on-site):

- \$.50 per ticket for all tickets with a face value of \$25 or less (not including sales tax and other service fees)
- \$1.00 per ticket for tickets with a face value of over \$25.

You have the option to pass these fees on to the ticket buyers or assume the cost of these fees. If you assume the fees, we will invoice you for the total venue fees. Otherwise, Pier Events will collect these fees through Event Live directly as a Venue Fee and remit to the City of St Petersburg after your event. In the case of any cancellations, these fees will not be collected.

Any tickets sold on-site will also be charged the venue fees listed above. A full accounting of tickets sold online and on-site is due within 7 days of the last day of the event.

Any events that are ticketed must use our preferred ticketing provider, Event Live. Any events not using Event Live will incur a minimum buyout fee of \$1,500, depending on the event size and type.

Wedding Ceremonies

Wedding ceremonies on the St Pete Pier qualify for a special consolidated pricing as listed if they meet the requirements shown:

Rental Fee	\$300
Admin Fee	\$250
<u>Event Manager</u>	<u>\$150</u>
Total	\$700 PLUS
Refundable Security Deposit	\$500

Requirements:

- Not to exceed 4 hours including set up and breakdown
- Maximum number of attendees: 250
- Area will not be closed off to the public and ceremony location may not be gated
- No additional location fees are required

Wedding receptions on the St Pete Pier are considered a Private Gathering event type and require a full event application to be submitted. No additional ceremony fees are charged for a permitted wedding reception. Note: The locations of Spa Beach Park and Spa Beach are not available to host any private events, including wedding receptions, however a wedding ceremony is allowed.

Section 5 - Co-Sponsorship Committee & Other Permit Requirements

Types of permits that are required for your event depends on the size, type, and location of the event.

Co-Sponsorship Committee

Some events are required to go through a Co-Sponsorship Committee. Per the timeline outlined above, the application along with other required documentations will be submitted to the City of St. Petersburg on a quarterly basis. A notification will be provided with the date and time of this meeting once it is scheduled. Your attendance in this meeting is highly recommended. The City of St. Petersburg will make the final determination of staffing requirements and permit approval.

Events required to be submitted through the City's Co-Sponsorship Committee includes, but are not limited to:

- Events on Spa Beach Park
- Events on the water surrounding the St Pete Pier
- Events that encompass the entire St Pete Pier or multiple locations on the St Pete Pier
- Events that require additional City support, including but not limited to Police, Fire, and EMS
- Events that Event Manager deem fit to go in the Co-Sponsorship Committee based on projections of attendance, type of events, or previous experience.

Additional permits required may include but are not limited to:

- Assembly Permit
- Tent Permit
- Pyrotechnic permit

Marine/Water Events

Any events utilizing any parts of the water surrounding the St. Pete Pier may require additional permits from the St. Petersburg Police Marine Unit, the Coast Guard, and/or the Florida Fish & Wildlife Conservation Commission. Additional staffing may also be required by each agency and/or event manager, including but not limited to: Marine Patrol, Coast Guard, or lifeguards.

Cost Estimates and Security Deposit

A cost estimate for your event will be prepared based on information compiled from your application and the Event Overview Meeting. Upon your execution of the cost estimate letter, the date, time, and location for your event will be confirmed.

A security deposit will be required for your event. Based on the type and size of event, the amount will range from \$500 - \$10,000. The deposit will be refunded upon verification by Pier Events, LLC and Pier Management staff that the event area has been RETURNED TO ITS ORIGINAL CONDITION. Costs associated with restoring the area to the ORIGINAL condition include, but are not limited to, labor, materials, and equipment required for repairs or cleaning.

Denial or Rejection of Event Permit

The application and/or permit (as applicable) will be reviewed by Pier Events, LLC, and City of St. Petersburg, and may be rejected if one or more of the following conditions apply:

- A conflict exists as outlined in previous section.
- Failure to submit application within the time periods specified.
- The application contains material misrepresentation or fraudulent information. e.g. The attendance or size of event is misrepresented.
- The applicant has any outstanding balance from any previously held event on the St. Pete Pier.
- The use or event proposed would present a health or safety risk to the public or participant.
- Use is prohibited by law.

City of St Petersburg Business Tax

Events that charge an admission fee are required to apply and pay for a Temporary Event Business Tax through the City's Business Tax Division. This fee is \$25/event and User is responsible for making the application and payment. Please see **EXHIBIT I** for application. Section 6 - Event Cancellation or Postponement

User may cancel or postpone a scheduled event with a minimum of 60-day notice prior to the date of the scheduled event and will be entitled to a complete refund of all fees paid, excluding any application fees. No refunds will be issued for cancellations or postponements if the notification is less than 60 days prior to the scheduled event. See sample Use Agreement **Exhibit B**, attached for additional details.

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Section 7 - Property Specific Considerations and Information

Food, Beverage, & Vending During Events

The St. Pete Pier is an active public space consisting of multiple tenants serving food, beverage, and other products or services year-round. Please keep in mind the following when selecting vendors and planning your event:

- Consider food & beverage vendors that are not competing with any of the existing tenants. We recommend contacting the existing tenants to see how they can partner with you on your event.
- Consider vendors that do not compete or sell the same items as any tenants in the Pier Marketplace.
- Consider placement of your vendors to not be in direct competition with any existing tenants.

Additionally, all vendors must comply with the following:

- All food vendors must be licensed by the Florida Department of Health
- All food vendors must comply with Fire Regulations when cooking on-site, including but not limited to the possession of:
 - Minimum of 6-ft hose for propane tanks to any point of ignition
 - K1 series fire extinguisher (up to date)
 - Regular fire extinguisher (up to date)
- Use of plywood or other materials to prevent any grease spill to property.
- All vendors must comply with St. Pete Pier code provisions.
- Each vendor must have a trash can within 6ft of their booth.
- Vendors are not allowed to “roam” outside permitted event area.

Any violation is grounds for dismissal from the Pier District.

Serving or Selling Alcoholic Beverages

Serving or selling alcoholic beverages as a part of your event on the St Pete Pier will require you to either hire a Caterer with the appropriate licenses required, or you can apply for a Temporary Alcohol License through the Florida Division of Alcoholic Beverages and Tobacco. A Temporary Alcohol License will require a partnership with a local not for profit organization. More information and application form can be found at <http://www.myfloridalicense.com/dbpr/abt/forms/documents/abt6003.pdf>

Parking

Parking at the St. Pete Pier may not be reserved for your guests or attendees. It is available on a first-come, first-served basis and paid for at the pay stations. However, a pre-purchased parking permit may be arranged for any production vehicles, trucks, staff vehicles, or vendor vehicles.

No production trucks and/or vehicles can be parked within event area unless prior approval is granted and contained within your Use Agreement.

See attached **Exhibit E** event parking guidelines and fees.

Facility Amenities & Use

Access to power, water, and other amenities are available in a limited capacity throughout the property. However, use of the amenity is not guaranteed and the capacity may be inadequate for certain special events. It is the responsibility of the user(s) to ensure there is adequate capacity and to provide any backup equipment for your use. This will be discussed and determined during the event overview meeting.

See attached **Exhibit F** for additional details.

On-site Signage/Banners - Outside of Permitted Event Area

No signage of any kind can be placed on the property prior to the event. Allowable signage outside of the permitted event area that may be placed with prior written permission may include:

- Directional signs to the event area the day of the event
- Directional signs for vendors during load in
- Directional signs for parking area the day of the event.

All directional signage placed outside of event area must be preapproved and follow the attached signage requirements, **Exhibit G**. Any signs placed must be removed immediately after the event. Signs not removed immediately at the end of the event may be removed by our team and incur a clean-up fee after the event.

Section 8 - Location & Rental Fees

<u>Location</u>	<u>Rate/Day</u>	<u>Rate/Hour (4hr min)</u>	
Fishing Deck	N/A	\$100	
Great Lawn	\$1,000	\$150	
North Event Plaza	\$500	\$100	
Wet Classroom	\$500	\$100	
Overlook	\$500	\$100	
Tilted Lawn	\$1,500	\$150	
Pier Plaza	\$2,000	\$200	
Spa Beach Park	\$2,500	N/A	
Spa Beach Park + Spa Beach	\$3,500	N/A	
Benoist Plaza	\$1,000	\$100	
Family Park	\$2,500	\$250	
North View Edge	\$1,000	\$100	
Market End	N/A	\$100	
Marketplace	\$1,500	\$150	Monday to Thursday Only
Entrance Plaza	\$500	\$75	

See attached **Exhibit A** of programmable spaces.

Section 9 - Rules & Regulations

General

- User must comply with City of St. Petersburg Codes as outlined in attached **Exhibit C**.
- User must comply with City, County, and State COVID-19 Requirements for Outdoor Large-Scale Special Events
- Authorized City of St. Petersburg Pier Management staff or event manager shall have the authority to enter your event premises at any time in their official duty, including but not limited to, any private or VIP areas.
- Misrepresentation of any kind with the intent to obtain an event permit may result in the prohibition of obtaining an event permit of no less than 2 years.
- City of St. Petersburg, Pier Manager or Event Manager shall have the authority to revoke a permit upon default of any rules & regulations.
- Distribution of glass containers or Styrofoam of any kind are prohibited.

Tents

- Tents set up on the Pier MUST be weighted down on ALL CORNERS
- Tents larger than 10x10 must be set up by a professional tent company.
- There is no staking to the ground of any kind or size allowed.
- Tents must comply with any applicable local or state tent laws and regulations and can be reviewed here:
https://library.municode.com/fl/st._petersburg/codes/code_of_ordinances?nodeId=PTIISTPECO_CH8BUBURE_ARTIIBUCO_S8-37TETEST
- Tent permits must be filed if required by the Fire Marshall. This will be communicated during the event overview meeting.

Waste Management

- User(s) is responsible for the cleaning of event area, along with restoring it to the same condition prior to use.
- Litter must be picked up before, during, and after an event.
- It is the responsibility of the user to ensure that there are ample trash cans and recycling containers located throughout the event grounds and that they are emptied during the event to prevent overflow. These can be self-supplied or rented through Pier Event Manager.
- All trash must be disposed of in designated dumpsters. This will be communicated during the event overview meeting.
- Depending on the size of the event, additional dumpsters for waste disposal may be required. This will be determined during the event overview meeting and outlined in the cost estimate letter.

Restrooms

- Additional portable restrooms are required, depending on the type, size, and location of your event.

- Restroom facilities on the St. Pete Pier may be used to reduce the number of required portable restrooms, depending on the location of an event. This will be discussed and communicated during the event overview meeting.
- The Florida Department of Health has detailed requirements specifying the number of portable restrooms needed at special events based on the anticipated number of attendees.
- One hand washing station is required for every 10 portable restroom units.
- Portable restrooms must be serviced daily if used for a multiple day event. This includes cleaning, restocking, and emptying of sewage waste. This should be scheduled daily, either prior to or after the event (multiple day event).
- Placement of portable restrooms must:
 - Not block any right of way or exits.
 - Not obstruct use of any amenities outside of the event premises.
 - Be leak free.
 - Not visually obstruct any natural elements.
 - Not be prominently visible from areas outside of the event premises.

Load In & Load Out

The primary contact of the user must always be present during load in and load out (set up and break down). Vendors will not be allowed on property without the primary contact.

- The St. Pete Pier will be open to the public during the load in and load out of your event. For the safety of visitors, vendors driving their vehicles on to the property MUST:
 - Display provided PIER ACCESS Pass on vehicle.
 - Be escorted by a member of the property/event manager's staff when entering or exiting the St. Pete Pier.
 - Unload/load any supplies and immediately exit the property.
 - Obtain authorization for access to only preapproved areas. Note: The St. Pete Pier was developed to be pedestrian-friendly, and public vehicles are not allowed within the park except on roadways and parking lots.
- Vehicle Limitation
 - Only commercial vehicles will be allowed to drive on to the St Pete Pier with a proper access pass provided. Commercial vehicles include:
 - Company owned vehicles such as box trucks and cargo vans, branded or unbranded.
 - Food Trucks
 - Pick-up trucks towing trailers or other towable assets
 - Branded marketing display vehicles
 - Personal vehicles will not be allowed access on property and must load/unload in designated marked loading zones. All the following are considered personal vehicles:
 - Any Class 1 Vehicle (vehicles weighing less than 6,000lbs) as defined by US Department of Transportation Federal Highway Administration, which includes all sedan, SUVs, and mini vans
 - Any pick-up trucks without permanent company branding

- Load-in or Load-out Zones
 - Upon request, a load-in and load-out zone in the St Pete Pier parking lot may be requested for a fee. Please indicate this request in your application.
 - Parking is not allowed in this zone and vehicles parked are subject to tow.

Golf Cart Access

Golf carts may be used during the event and during load-in and load-out with prior written approval from Event Manager. Additionally, the following conditions must be met:

- ALL GOLF CARTS must display the proper PIER ACCESS PASS provided.
- A speed limit of 5mph is strictly enforced.
- All drivers must possess a valid Driver's License.
- Event producer must obtain proper insurance to cover property and liability damages.
- Any violation will result in revocation of PIER ACCESS PASS and/or EVENT USE AGREEMENT

Use of St. Pete Pier Logo & Name

The St. Pete Pier Logo is trademarked. **Exhibit H** outlines the steps to take if you would like to use the logo.

Preferred Vendors & Vendor Fees

Preferred vendors of the St. Pete Pier have gone through the Event Manager's vetting for professionalism, their ability to deliver high quality services, and for meeting insurance & licensing requirements. These vendors have also gone through orientation and training on all of St. Pete Pier's amenities, rules, and regulations.

Preferred vendors are charged a vendor fee between 5% to 10% of the total cost (depending on the type of vendor) to access St Pete Pier facilities. This fee may be passed on to the User by the vendor. There is not a requirement to use preferred vendors. However, any third-party vendors not on this list will be charged a 15% service fee on the total invoiced amount to conduct business on the St. Pete Pier. This fee will go towards additional event managers for the oversight of the load in or out.

Tents, Rentals, & Power:

1. US Tent Rental www.USTentRental.com | Bill Roberts 941-727-3311 Bill@USTentRental.com

Lighting, Audio, Video:

Bay Stage Live www.BayStageLive.com | Greg Utley 813-810-3845 Greg@BayStageLive.com

Stage & Sound:

1. Seven Sounds Music | Mauricio Linero 813-377-5707 7Soundsmusic@gmail.com
2. ESI Audio | Pat Clarke 813-240-0848 Pat@esi-production.com

Wedding Planning & Coordination:

1. Wilder Mind Events, wildermindevents.com | Delaney Driver 940-631-983
2. Elan Event Studio www.ElanEventStudio.com

Event Production:

Big City Events www.BigCityEventsFL.com | Monica Varner 813-786-7480 Monica@BigCityEventsFL.com

Catering:

1. Salt Block Hospitality www.SaltBlockHospitality.com | Ryan Conigliaro 813-431-3352
rconig@saltblockhospitality.com
2. Puff n Stuff Catering www.puffnstuff.com | Lauren Balden 813-382-5901
Lauren@puffnstuff.com

Bartending Services:

Udream Events www.udreamevents.com | Ryan Anderson 813-601-1425 Ryan@udreamevents.com

Restrooms:

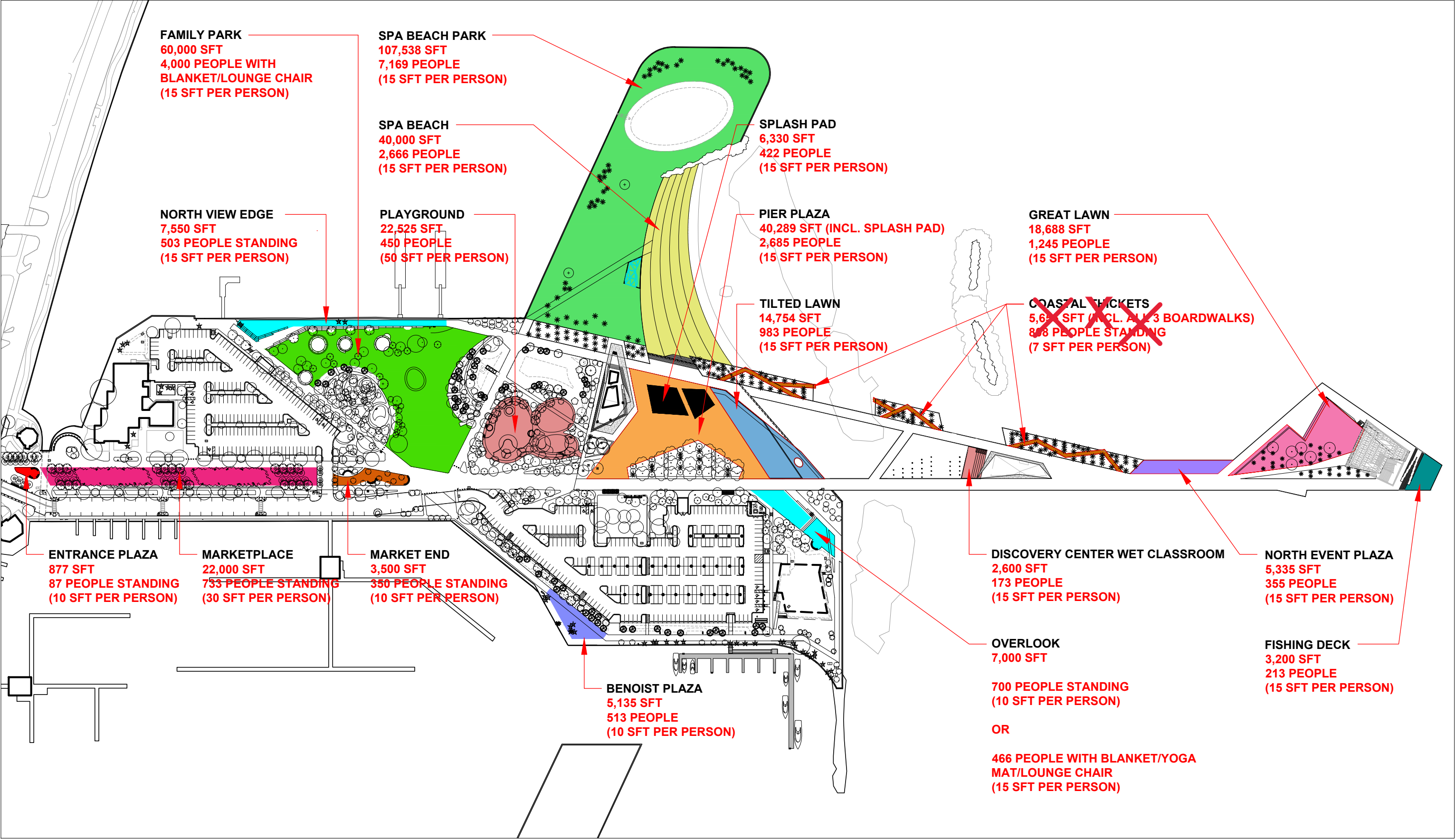
Imperial Restrooms | Peter Hall 727-365-0176 tampabayrestroom@gmail.com

Fencing:

Tampa Fence Rental www.TampaFenceRental.com | Jared Bancroft 863-608-0950
Sales@tampafencerental.com

Smith Fence | Brandon Knight 727-647-1723 BKnight@Smithfence.com

EXHIBIT A



PIER DISTRICT PROGRAMMABLE SPACES

NOT TO SCALE

**St. Pete Pier
USE AGREEMENT
600 2ND Avenue NE
St. Petersburg, FL 33701**

THIS AGREEMENT ("Agreement") executed as of the day of **DATE** by and between the City of St. Petersburg, Florida ("City") and **COMPANY NAME** ("User"), whose contact person is **NAME** whose address is **ADDRESS** and whose telephone number is **PHONE NUMBER**.

WHEREAS, this Agreement sets forth the respective duties, responsibilities and obligations of the User with respect to the use of the Premises (defined below).

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the City and the User hereby agree as follows:

1. The City grants the User the temporary right to use that portion of the Municipal Pier District as defined in section 1-2 of the St. Petersburg City Code, delineated in Appendix A (hereinafter the "Premises") on those dates and during those times set forth in Appendix B, subject to the terms and conditions of this Agreement. The Premises shall include reasonable ingress, egress and approaches thereof and thereto.
2. The User shall use the Premises only for those purposes and permitted uses set forth in Appendix B.
3. The User shall pay the City the sum(s) set forth in Appendix B for the use of the Premises. User is not permitted to use the Premises if User does not timely pay the City the sum(s) set forth in Appendix B.
4. The User has inspected the Premises and accepts the Premises in its present "AS IS" and "WHERE IS" condition. The City has made no representations, statements, or warranties, either express or implied, as to the condition of the Premises or as to its fitness for any particular use.
5. In consideration for the use of the Premises, the User voluntarily assumes all risk of accident, injury, and damage to persons and property and hereby releases and forever discharges the City and its officers, employees, agents, elected and appointed officials, and volunteers (collectively referred to as the, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages of any kind (hereinafter referred to as "Claims"). Further, the User shall defend at its expense, pay on behalf of, hold harmless and indemnify the Indemnified Parties from and against any and all Claims, whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, and costs, expenses, and attorneys' and experts' fees at trial and on appeal, which Claims are alleged to have arisen out of or in connection with, in whole or in part, the User's use of the Premises or a breach of this Agreement, notwithstanding that such Claims were caused by or alleged to have been caused by, in whole or in part, the sole, contributory or gross negligence of the Indemnified Parties, or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on the Premises or any other City property, premises, or right of way.
6. The User shall provide an insurance certificate with limits as outlined in Appendix C.
7. The City reserves the right to terminate this Agreement at any time for any or no reason upon five (5) days prior written notice to the User. In the event the City exercises the right retained by it hereunder, it shall refund, or, as the case may be, release the User from liability for payment of an amount bearing the same proportion to the total payment provided hereof as the period in which the Premises are in fact not utilized bears to the total duration of this Agreement. Should the City exercise said right to terminate this Agreement, the User agrees to forego any and all Claims for damages against the Indemnified Parties and further agrees to waive any and all rights which might arise by reason of the terms of this Agreement; the User shall have no recourse of any kind against any of the Indemnified Parties. In no event will the City be liable in the event the City exercises its right to terminate this Agreement.
8. The City reserves the right to suspend the rights granted hereunder, effective immediately, by giving verbal notice (followed by written notice within a reasonable time) if a state of emergency has been declared by the federal, state, or local government, and the Mayor (as defined in St. Petersburg City Code section 2-425) determines that suspension is necessary to protect the public health, safety, or welfare. The suspension will remain in effect until the City provides verbal notice (followed by written notice within a reasonable time) that the suspension has been lifted. The User hereby releases any and all Claims for damages against the Indemnified Parties related to the suspension and further agrees to waive any and all rights which might arise by reason of the suspension; the User shall have no recourse of any kind against any of the Indemnified Parties.

9. If a default occurs on the part of the User in the fulfillment of any of the terms, covenants or conditions hereof, or if the User causes or permits any waste or damage to be done to the Premises, or any part thereof, or if User is adjudicated bankrupt or an involuntary petition in bankruptcy is filed against it, then the City may, at its option, forthwith terminate this Agreement; in such case, the amounts payable hereunder, whether accruing before or after such termination, shall constitute an element of the City's damages resulting from the User's default, and will, to the extent not already paid, be payable in full upon termination of the Agreement. Any remedy granted in this Agreement to the City shall be inclusive of all other remedies available to the City in law or equity, and not exclusive thereof.
10. The User shall not assign this Agreement or sublet any part of the Premises.
11. During the term of this Agreement, the User hereby covenants and agrees: (a) to keep the Premises in good order, repair and condition throughout the term of the Agreement and to promptly and adequately repair any damage to the Premises caused by the User or by the User's use of the Premises by restoring the damaged area(s) to substantially the original condition; (b) to comply with all federal, state and municipal laws, orders, rules and regulations applicable to the Premises and the User's use thereof; (c) to comply with all applicable City policies and procedures, including but not limited to any policies and procedures for use of the Premises; and (d) to not disrupt, affect, or interfere with others' use and enjoyment of the Municipal Pier District.
12. The User shall not discriminate against any person in the use of the Premises because of race, color, religion, sex, disability, sexual orientation, national origin, gender, marital status, genetic information, or other protected category.
13. This Agreement is governed by and interpreted in accordance with the laws of the State of Florida.
14. At the expiration or earlier termination of this Agreement, the User shall, at the User's sole cost and expense, remove all trash, decorations and personal property from the Premises and the Municipal Pier District, repair all damage caused by such removal, and restore the Premises to its original condition. If the User defaults on its obligations in the foregoing sentence within three (3) days after the expiration or earlier termination of this Agreement, the City will have the right to perform the same at the User's sole cost and expense.
15. The User is solely responsible for the conduct of participants, workers, volunteers, invitees, and guests while using the Premises.
16. The Indemnified Parties are not responsible for any damages which may arise from any act of nature or other event which renders the Premises unable to be used as or when desired.
17. The Indemnified Parties are not responsible for items left by participants, workers, volunteers, invitees, or guests of the User.
18. The User must immediately report to the City any accidents, injuries or incidents that occur while the User is occupying and using the Premises pursuant to this Agreement and shall cooperate with the City in connection therewith.
19. The City reserves the right to require the User, at the User's sole cost and expense, to hire off-duty police, licensed security officers, and/or additional staff at the City's sole discretion.
20. Nothing contained in this Agreement may be construed to grant or authorize any right to the User, other than the limited temporary right to occupy and use the Premises pursuant to the terms and conditions of this Agreement.

I have read this Agreement and agree to comply with the terms and conditions set forth in this Agreement. I also understand this Agreement is not final until approved and executed by the City.

USER:

By: _____

Print: _____

CITY:

By: _____

Print: _____

00673487 The form and correctness of this form St. Pete Pier Use Agreement has been approved by the City Attorney's Office 4/5/23

Appendix A

Premises: The User shall ONLY have the use of the following areas ("Premises") as outlined on the attached site map. No other areas are permitted without prior authorization from the City:

Insert Site plan with area highlighted

Appendix B

Purpose and permitted use(s): OUTLINE DESCRIPTION HERE

NOTE: No electric or water will be provided unless otherwise agreed to herein.

Event Date(s) and Time(s): For a period of one (1) day, commencing at TIME on the DATE day of MONTH, YEAR and ending at TIME, on the DATE day of MONTH, YEAR.

Fee	\$000.00
% Florida State Sales Tax	\$0.00
Refundable Damage Deposit	\$
Total due	\$00.00

The signed Agreement, along with a non-refundable payment of \$000 (\$00.00 rent + \$.00tax) + a \$000 refundable damage deposit is due by **MONTH DAY YEAR**.

In no case shall any refunds be made except when the City is unable to make the Premises available to the User in accordance with this Agreement.

Fees are to be made payable to the City of St. Petersburg at the Pier Operations Office.

Pier Operations Office

Hours: Mon-Fri 8:30AM – 5:30PM

Address: 600 2nd Ave NE St. Petersburg, FL 33701 Phone: (727) 822-7437

Appendix C

The User shall maintain insurance coverage in the form and amount deemed adequate by the City for all risks inherent in the functions and aspects of the User's use of the Premises, including but not limited to risks of fire, casualty and general liability insurance for personal injury, property damage and contractual liability under this Agreement.

All insurance required under this Agreement shall be on a primary and noncontributory basis and shall be provided by insurers licensed to do business in the State of Florida and be rated "A-" or better by a rating agency such as A.M. Best or its equivalent. All policies shall name the Indemnified Parties as additional insureds, except workers' compensation. Coverage shall be in occurrence form, provide contractual liability covering the liability assumed in this Agreement and shall not exclude any activity that would normally be associated with use of the Premises.

All policies shall provide that the policy shall not be canceled prior to the termination of this Agreement or until ten (10) days after the City receives notice of cancellation of the policy. The City does not represent that such types and coverage amounts are sufficient to protect the User's interests or liabilities. The insurance requirements of this Appendix shall in no way be interpreted to limit the User's liability under this Agreement.

The User hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

Check box as applicable. *If a vendor is used for equipment, catering etc. the vendor must also provide a certificate of insurance with the same terms and must also provide Workers Compensation per State of Florida requirements.*

☐ **Private Gathering:**

Examples include birthday parties, ceremonies, and weddings.

No insurance is required unless a vendor is hired. Any events with a generator, stage, bounce house, laser tag, tents larger than 10x10, or high attendance automatically require insurance. If a Specialty Vendor is used for the equipment, the vendor needs to provide Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate limit

☐ **Specialty Vendor:**

Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence, 2,000,000 aggregate limit, and \$100,000 Damage to Rented Premises limit.

If Corporation Sponsored Event the following is required:

☐ **Corporate:**

Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence, 2,000,000 aggregate limit, and \$100,000 Damage to Rented Premises limit.

☐ **Facility Rentals:**

Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence, 2,000,000 aggregate limit, and \$100,000 Damage to Rented Premises limit.

If the User is going to sell, prepare, serve, distribute, or allow alcohol in any manner during the event, a Liquor Liability Endorsement, or a separate Liquor Liability policy in the minimum amount of \$1,000,000 will be required.

☐ **Special Events:**

Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence, 2,000,000 aggregate limit, and \$100,000 Damage to Rented Premises limit.

If the User is going to sell, prepare, serve, distribute, or allow alcohol in any manner during the event, a Liquor Liability Endorsement or a separate Liquor Liability policy in the minimum amount of \$1,000,000 will be required.

If the User will utilize a specialty vendor which includes but is not limited to private security, fireworks productions, bounce houses, climbing walls, water slides, etc., then \$1,000,000 of General Liability Insurance is required from the vendor before the vendor can operate.

☐ **Park Permits:**

Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence, 2,000,000 aggregate limit.

If the User is going to sell, prepare, serve, distribute, or allow alcohol in any manner during the event, a Liquor Liability Endorsement, or a separate Liquor Liability policy in the minimum amount of \$1,000,000 will be required.

Any events with a generator, stage, bounce house, laser tag, tents larger than 10x10, or high attendance automatically require insurance. If a Specialty Vendor is used for the equipment, the vendor needs to provide Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate limit.

☐ **Parades/Public Assembly (this requirement is by city ordinance):**

Commercial General Liability Insurance with a minimum of \$500,000 per occurrence.

Additional insurance may also be required depending on your event.

☐ **Umbrella Liability** with a minimum of \$3,000,000 per occurrence written on an umbrella form basis with Commercial General Liability, Sports and Recreation Liability (if applicable) Comprehensive Auto Liability, Liquor Liability (if applicable), and Employer's Liability functioning as underlying policies.

☐ **Workers Compensation insurance per** State of Florida requirements and Employer's Liability insurance in an amount of at least \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 for disease. Policy shall include US Longshore & Harbor workers coverage as appropriate.

☐ **Automobile Liability** in an amount of at least \$1,000,000 combined single limit. Coverage shall include bodily injury and property damage arising out of ownership or use of any automobile, including non-owned and hired automobiles.

☐ **Crime insurance** in an amount of at least \$500,000, including coverage for employee theft, computer fraud and other aspects of the User's operations.

☐ **Environmental/Pollution Liability** not less than \$3,000,000 including sudden and accidental and non-sudden/gradual pollution events and catastrophe if the User or its subcontractors store, use, transport, maintain, generate, handle, dispose, release, or discharge any hazardous material.

☐ **Sports and Recreation Liability** in the amount of \$1,000,000.

Proof of insurance must be submitted on an ACORD Certificate of Insurance Form a minimum of 30 days prior to load in date. Insurance policies shall cover set up thru tear down dates.

The following to be listed as additional insureds on all insurance certificates:

- **City of St. Petersburg**
- **Pier Events, LLC**

MEMORANDUM

SUBJECT: City Code excerpts related to operational matters at the St. Pete Pier™

This memorandum contains excerpts from the St. Petersburg City Code¹ that are related to operational matters at the municipal pier district in downtown St. Petersburg known as the “St. Pete Pier™” (collectively, the “**District**”). Generally, these excerpts concern: (i) scope and configuration of the District; (ii) alcohol; (iii) animals; (iv) waterways; (v) noise; (vi) expanded polystyrene and plastics; (vii) offenses involving public peace and order; and (viii) traffic and vehicles.

The excerpts selected for inclusion this memorandum are provided for convenience only, are not intended to serve as legal advice, do not represent a comprehensive treatment of the provisions of City Code that apply within the District, and may change from time to time as the result of legislative action by City Council. Accordingly, **please refer to City Code in its entirety for full details.**

CHAPTER 1—SCOPE AND CONFIGURATION OF DISTRICT
--

Section 1-2—Definitions: Subsection (a) of this section (available in full [here](#)) provides definitions used throughout City Code. The four definitions that establish the scope and configuration of the District for regulatory purposes are as follows:

Municipal pier means the overwater structure [extending east from the parcels of land identified on the City Park and Waterfront Map as Pier Parking Area (G) and Spa Beach (30) as] defined in City Charter subsection 1.02(c)(4)(B).

Municipal pier approach means the municipal pier uplands east of the seawall abutting Bayshore Drive, including the following parcels on City Park and Waterfront Map: the Pier Parking Area (G), the Historic Museum Area (C), and Spa Beach (30).

Municipal pier gateway means the entry plaza to the municipal pier district located along 2nd Avenue Northeast, between the

¹ The full version of City Code is available online at https://library.municode.com/fl/st._petersburg/codes/code_of_ordinances. Additionally, each section of this memo has a hyperlink to the applicable provision in context. Within this memo, omitted text within a sentence is indicated with an ellipsis; omitted paragraphs are indicated with three ellipsis dots centered on a separate line; and text that has been modified for clarity is indicated with brackets.

eastern right-of-way line of Beach Drive and the western boundary of the municipal pier approach.

Municipal pier district means, collectively, (i) the municipal pier; (ii) the municipal pier approach; and (iii) the municipal pier gateway.

CHAPTERS 3 & 21—ALCOHOL

Section 3-7—Unlawful consumption of alcohol: Generally speaking, this section (available in full [here](#)) designates the majority of the District as a “specialty center” that is exempt from the default prohibition on off-premises consumption of alcohol. Selected portions are as follows:

. . .

(c) *Consumption within 500 feet of premises.*

. . .

(2) *Prohibition.* It is unlawful for anyone to consume, or to possess in an open container, any alcoholic beverage outside of the licensed premises of an establishment dealing in alcoholic beverages, but within 500 feet thereof, except within enclosed buildings or on premises occupied solely by residential structures. Such distance shall be measured by following a straight line from the portion of the licensed premises of the establishment dealing in alcoholic beverages nearest to the location of the violation of this subsection.

(3) *Signage.* Each establishment dealing in alcoholic beverages shall, at all times when such establishment is open to the public have located in the interior portion of the building licensed for sale of such beverages a sign which can be readily seen and read by customers which is at least one foot by two feet containing substantially the following information:

It is unlawful to consume alcoholic beverages outdoors within 500 feet of this establishment—City ordinance.

It is unlawful for the owner of any establishment dealing in alcoholic beverages to fail to comply with this subsection and for any person to sell, dispense or serve alcoholic beverages in any establishment which is not in compliance with this subsection.

. . .

- (e) *Exemption.* It shall not be a violation of subsection (c) . . . for a person to engage in the activity prohibited by the applicable subsection if any of the following apply:

. . .

- (8) The activity is located within the municipal pier district specialty center pursuant to subsection (h).
- (9) The activity occurs during an event held in a City park pursuant to the issuance of a permit pursuant to chapter 21 and that permit authorizes alcohol to be served during that event. The exemption provided by this subsection (e)(9) is limited to the location specified in the permit for the event.

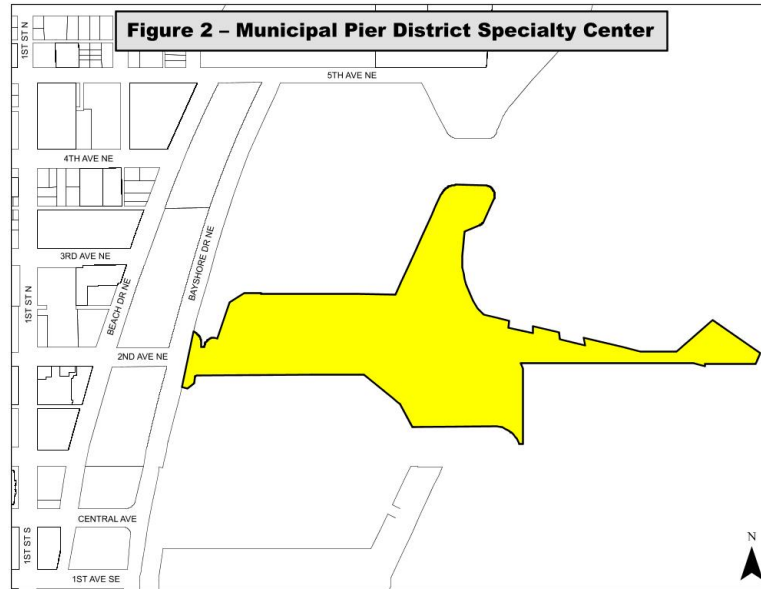
. . .

- (h) Municipal Pier Specialty Center.

. . .

- (2) Definitions.

- a. Approved vessel shall only mean a branded cup no larger than 16 ounces that is approved by the POD. An approved vessel shall not include bottles, aluminum or other types of cans, glass containers, or any other type of cup or container capable of holding liquids.
- b. Municipal Pier Specialty Center shall mean, collectively, the area covered by the municipal pier approach and the municipal pier, as generally depicted in Figure 2, below.



- . . .
- (4) Exemption. During operating hours of the municipal pier district, a person within the municipal pier specialty center may legally possess and consume alcoholic beverages in an approved vessel, subject to the provisions of this subsection (h), as a limited exemption to subsections (c).
 - (5) Limitations. The municipal pier district specialty center is subject to the following limitations:
 - a. Sales, service and/or dispensing of alcoholic beverages may only occur: (1) within an establishment that has a state issued alcoholic beverage license; or (2) pursuant to an event organized by: (i) the City; (ii) a person or entity acting in accordance with the terms of an agreement with the City; (iii) a person or entity acting in accordance with the terms of a permit from the City; or (iv) a duly authorized subcontractor, agent, vendor or concessionaire of a person or entity within the scope of clause (ii) or (iii).
 - b. The provisions of this subsection (h) shall not be deemed to waive any additional permit requirements for an event to be staged in the municipal pier district specialty center.

- c. Alcoholic beverages purchased outside of the municipal pier district specialty center are not exempt under this subsection (h), and any possession or consumption of such alcoholic beverages within the municipal pier specialty center shall be unlawful and subject to punishment under the applicable state and local laws.
- d. All other state and local laws applicable to the possession and consumption of alcoholic beverages shall be deemed to be in full force and effect.

. . .

Section 21-38—Alcoholic beverages within park and waterfront property: Generally speaking, this section (available in full [here](#)) provides for the regulation of alcoholic beverages within park or waterfront property. Selected portions are as follows:

- (a) Sales, service, dispensing, possession and/or consumption of alcoholic beverages on park property or waterfront property identified on the City Park and Waterfront Map is prohibited except in accordance with this section.
- (b) Sales, service and/or dispensing, of alcoholic beverages is permissible by (i) the City; (ii) a person or entity acting in accordance with the terms of an agreement with the City; (iii) a person or entity acting in accordance with the terms of a permit from the City; or (iv) a duly authorized subcontractor, agent, vendor, or concessionaire of a person or entity within the scope of clause (ii) or (iii) in connection with the use or operation of the parks or facilities listed below. Facility, as used herein, means the actual location together with the abutting property and the public parking areas serving that location.

. . .

- (7) St. Petersburg Museum of History (Historic Museum Area);
- (8) Pier Parking Area;
- (9) Pier Building;

. . .

Possession and on-premises consumption only is permissible at the parks and facilities set forth above except for subsection (b)(5), provided that alcoholic beverages sold, served and/or dispensed in the parks or facilities set forth in subsections (b)(7)(8) and (9) may also be possessed and consumed in accordance with Section 3-7(h). Only off premises consumption of beer and wine purchased at the facility set forth in subsection (b)(5) is permissible.

. . .

- (d) A permit to sell, serve and/or dispense beer or wine is required to be issued in connection with City sponsored or co-sponsored events in Spa Beach Park, with the exception of the operator of the concession area of the pavilion building pursuant to an agreement with the City located within the boundaries of Spa Beach Park, which may sell, serve and/or dispense alcoholic beverages without a permit.

Nothing in this subsection prevents the issuance of a permit for alcoholic beverages to be sold, served, or dispensed in Spa Beach Park, or portions thereof, that have been exempted from this section by resolution of City Council. Such resolution must identify the event, its duration, hours of operation, location, and any conditions placed on the permit related to the sale, service, or dispensing of the alcoholic beverages.

Possession and on premises consumption only is permissible in the Spa Beach Park (i) in connection with City sponsored or co-sponsored events for which a permit to sell, service and/or dispense beer or wine is issued; (ii) in connection with an event with alcoholic beverages approved by a resolution of City Council; or (iii) in accordance with Section 3-7(h).

- (e) The POD may impose reasonable conditions necessary for the health, safety and welfare of the persons utilizing these parks or facilities and the general public. Such conditions may include but are not limited to requiring private security officers or off-duty police officers, requiring general liability insurance and requiring liquor liability insurance.

- (f) Compliance with applicable laws is required for sales, service, dispensing, possession and consumption of alcoholic beverages.

CHAPTER 4—ANIMALS

Section 4-4—Congregations of animals: Selected portions of this subsection (a) of this section (available in full [here](#)) are as follows:

- (a) *Permit required.*
 - (1) Except as otherwise authorized by this subsection, is unlawful for any person to directly or indirectly perform any act that is reasonably certain to cause the assembly of any animals or fowl on any street, sidewalk, or other public path for vehicular or pedestrian traffic within the City for any purpose, without obtaining a permit for that act from the POD.
 - (2) Nothing in this subsection prohibits any person from feeding any animals or fowl or performing any humanitarian act or kindness with respect to animals or fowl so long as such act is performed within the boundaries and limitations of . . . (iv) the municipal pier district and is not in violation of any rule established for the municipal pier district

. . . .

Section 4-55—Dogs running at large: Selected portions of this section (available in full [here](#)) are as follows:

- (a) *Prohibited.* No dog shall be allowed to run at large or upon the premises of one other than the owner without the permission of the property owner or occupant.
- (b) *Limitation on prohibition.* Nothing in subsection (a) of this section shall be construed to prevent the walking of a dog under leash control in areas open to the public or to prevent dogs running loose within fenced areas on or off the premises of the owner.
- (c) *Dogs in parks.* Any dog in a City park shall be restricted by leash under the control of the owner or agent; such leash shall not ex-

ceed the length of six feet. Nothing in this subsection shall prevent dogs from running at large in parks, or portions thereof, which are fenced and designated as dog parks. Nothing in this subsection shall prevent dogs from being unleashed in parks, or portions thereof, which have been exempted from this requirement by resolution of the City Council for an event of limited duration provided that the council finds that the dogs will be under voice control of the owners or their agents and the dogs will be confined to an enclosed or limited area.

Section 4-56—Dog excreta: Selected portions of this section (available in full [here](#)) are as follows:

- (a) Every dog owner or person in charge of a dog shall be responsible for retrieving and disposing of, in a sanitary manner, all excrement from any dog under the person's temporary or permanent custody or control.
- (b) Every dog owner or person in charge of a dog who shall have actual knowledge or reasonable cause to believe that a dog who is under their custody or control has defecated on public or private property shall immediately retrieve all such excrement and dispose of such excrement in a sanitary fashion.
- (c) . . . This section shall not apply to a person using a guide or service dog.

CHAPTER 7—WATERWAYS

Section 7-1—Definitions: This section (available in full [here](#)) provides definitions that are used throughout the provisions of City Code chapter 7 regulating waterways. Selected definitions are as follows:

City property means any real property owned, leased or controlled by the City, including park lands and right-of-way.

. . .

Fish (when used as a verb) or *fishing* means to take or attempt to take any fish or aquatic life, regardless of the method used.

. . .

Pier or dock means a structure or platform which extends from the shore or seawall into the water and can be used for the purpose of securing, loading or unloading a vessel or watercraft or for fishing.

. . .

Vessel means any boat or watercraft designed for water travel, including, but not limited to, any kayak, canoe, boat, motorboat, or watercraft being propelled or powered by machinery, air or human power and designed for water travel and includes personal watercraft such as, but not limited to, jet skis, waverunners, wavejammers and other similar one or two person vessels being propelled or powered by machinery, and air boats. This definition does not include seaplanes.

Section 7-4—Diving or jumping from City property: This section (available in context [here](#)) is provided below, in full:

Except in an emergency, it shall be unlawful for any person to dive or jump from any City owned wharf, seawall, dock, pier, or any other structure. This section shall not apply to any posted public swim area or special event that permits such diving or jumping.

Section 7-5—Fishing restricted in specified areas: Selected portions of this section (available in full [here](#)) are as follows:

. . .

- (c) It shall be unlawful for any person to fish within any portion of the municipal pier district at any time of day unless the POD has explicitly authorized fishing to take place in that location and at that time. Any such authorization must be based upon consideration of public safety, protection of public property, maintenance of the flow of traffic through any public path for vehicular or pedestrian travel, and any applicable law or permit.
- (d) *Cast net fishing.* It shall be unlawful for any person to use a cast net to fish, take or attempt to take fish or other aquatic life, from any body of water while present on any City property which is adjacent to said body of water unless such activity is authorized by the POD in the area in which such activity is occurring, and that area is posted with signs which clearly permit the use of a cast

net in such area. Any violation of this provision shall be punishable by a fine of \$250.00.

Section 7-101—Waterskiing and similar activities: This section (available in context [here](#)) is provided below, in full:

It is unlawful for any person to ride upon water skis, inflatable tubes, or other similar devices while attached to or towed by any vessel when the person is within 100 feet of any beach, pier, dock, bridge, or any other overwater structure within the City limits. It is unlawful for any person to operate a vessel which is engaged in towing persons upon water skis, inflatable tubes, or other similar devices within 100 feet of any beach, pier, bridge, dock, or any other over water structures within the City limits. It is unlawful for any person to operate a vessel which is towing persons upon water skis, inflatable tubes, or other similar devices to do so in disregard for the safety of persons or property in and around the waterways.

CHAPTER 11, ARTICLE III—NOISE

Section 11-47—Definitions: This section (available in full [here](#)) provides definitions that apply throughout the City Code chapter 11 provisions regulating noise. Selected definitions are as follows:

Amplification device means any device, whether freestanding or an integrated component of a larger device (such as an integrated speaker), which augments sound by electronic or any other means in a manner that increases the sound level or volume.

. . .

Motorboat means any vessel which operates on water and which is propelled by a motor, including, but not limited to, boats, barges, amphibious craft, water-ski towing devices, personal watercraft and hover craft.

. . .

Publicly-owned outdoor place means any real property and the outside of structures thereon that are owned or controlled by a governmental entity.

Section 11-53— Loud and raucous noises enumerated: Selected portions of this section² (available in full [here](#)) are as follows:

The following acts, among others, and the causing thereof, are declared to be loud, raucous, disturbing, and/or excessive noise, posing a threat to the health, safety and welfare of the residents of the City, and therefore unlawful and in violation of this article:

- (1) . . . [M]otorboats moored or operating in waters within the City's jurisdiction.
 - a. Operating or amplifying the sound produced by a radio, tape or compact disc player, or other instrument or amplification device from within . . . a motorboat moored or operating in waters within the City's jurisdiction, so that the sound is plainly audible at a distance of 50 or more feet from the . . . motorboat to any person other than the operator and any passengers in the . . . motorboat between the hours of 8:00 a.m. and 11:00 p.m.
 - b. Operating or amplifying the sound produced by a radio, tape or compact disc player, or other instrument or amplification device from within . . . motorboat moored or operating in waters within the City's jurisdiction, so that the sound is plainly audible at a distance of 25 feet or more from the . . . motorboat to any person other than the operator and any passengers in the . . . motorboat between the hours of 11:00 p.m. and 8:00 a.m. the following morning.

. . .
 - e. The provisions of this section do not apply to the sounds made by a horn or other warning device required or permitted by any applicable law.

² Subsection 11-53(1) contains numerous references to “a motor vehicle which is located in the paved or vehicular travel portion of a right-of-way, including parking areas in the right-of-way.” Because the City vacated the right-of-way in every portion of the District outside of the municipal pier gateway, these provisions do not apply within parking areas on the municipal pier approach and have been omitted here to prevent confusion.

. . .

(2) Publicly-owned outdoor places including right-of-way.

- a. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any park, playground, beach, recreation area or any other outdoor publicly owned outdoor place or right-of-way so that the sound is plainly audible to any person at a distance of 50 feet or more from the source of the sound between 11:00 p.m. and 8:00 a.m. the following morning.
- b. For activities which have not received a park or street closure permit from the City, playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any park, playground, beach, recreation area or any other outdoor publicly owned outdoor place or right-of-way so that the sound is plainly audible to any person at a distance of 200 feet or more from the source of the sound between 8:00 a.m. and 11:00 p.m.
- c. For activities which have received a park or street closure permit from the City, playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any parks, playgrounds, beaches, recreation areas or any other outdoor publicly owned outdoor place or right-of-way so that the sound is plainly audible to any person at a distance of 5,000 feet or more from the source of the sound between the hours of 8:00 a.m. and 11:00 p.m. This distance is primarily intended to be utilized for permitted outdoor concerts and other large gatherings, it being understood that because of the unique location of the parks along the

waterfront that sound may travel greater distances over the water so that at times some of the sound may be briefly audible at a distance greater than those set forth herein.

In any park or street closure permit, the POD may reduce the maximum distance from the distance set forth herein, based on the number of the expected participants of the permitted event and the area reserved for the event. The reduced distance shall be specifically identified in the permit.

(3) Buildings.

- a. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any building in a nonresidential zoning district so that the sound is plainly audible to any person at a distance of 100 feet or more from the building between 11:00 p.m. and 8:00 a.m. the following morning.

. . .

- (6) Bullhorns and airhorns. Directing a bullhorn, or other handheld device used for the amplification of the human voice, or airhorn at any person within 25 feet of the person using the device at the time it is used. This section shall not prohibit the use of these devices when directed in another direction (e.g., upward or downward) when a person is within 25 feet.

. . .

Section 11-85—Special variances: Selected portions of this section (available in full [here](#)), which provide a process for obtaining a variance from provisions excerpted above, are as follows:

- (a) Special variances to the application of this article for a specific event may be obtained pursuant to this section for the following:
 - (1) Activities requiring a permit from the City.

- (2) Activities which do not require a formal permit but do require permission to use City-owned facilities.

. . .

- (b) Applications for a special variance to the restrictions of this article shall be made in writing as a part of the application for a permit, or by letter, when a formal permit is not required, to the POD no later than five working days prior to the date of the event; however, this time limit shall not be used as a reason for refusal of the variance if it can be processed in a shorter time. The application shall contain information which demonstrates that bringing the source of sound or activity for which the special variance is sought into compliance with this article would constitute an unreasonable hardship on the applicant, on the community, or on other persons.
- (c) In reviewing an application for a special variance the POD responsible for issuing the permit shall balance the interests of the community or surrounding neighborhood, the person or persons requesting the special variance, and the City as a whole and make a recommendation to the City Administrator. The City Administrator shall grant or deny the application. The variance may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood, including but not limited to the use of mufflers, screens, or other sound attenuating devices.
- (1) Standards for issuance of a special variance shall include the following findings:
- a. A benefit will accrue to the City.
 - b. The benefit to the City and its residents outweighs the temporary hardship, if any, to occupants of property in the surrounding neighborhood.
 - c. A variance would advance an established policy of the City.

- d. The proposed noise violations will not be unreasonable under the circumstances and restrictions of the variance.
 - e. The proposed noise violations will not unreasonably interfere with or detract from the promotion of public health, welfare and safety.
- (2) Conditions and requirements along with the expected mitigating results of the conditions and requirements shall be listed.
- (d) Special variances may be issued for no longer than 72 hours and may not be extended beyond this time limit or substantially modified after issuance.

CHAPTER 11, ARTICLE IV— EXPANDED POLYSTYRENE AND PLASTICS

Section 11-102—Definitions: Selected provisions of this section (available in full [here](#)) are as follows:

As used in this article, the following words and phrases shall have the following meanings ascribed to them respectively, regardless of whether or not the words and phrases are capitalized:

City contractor shall mean any person in privity of contract with the City conducting business on City-owned property or within the City right-of-way, including, but not limited to: contractors, vendors, lessees, concessionaires, and operators of a City facility or property.

Covered City facilities shall mean . . . the Municipal Pier District

Distribute shall mean to sell, use, offer for sale or use, or provide for sale or use.

Drinking straw shall mean a tube intended for transferring a beverage from its container to the mouth of a drinker.

. . . .

Expanded polystyrene shall mean blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene product shall mean food containers, plates, bowls, cups, lids, trays, coolers, ice chests, "clamshells," and all similar articles that consist of expanded polystyrene.

Food service establishment shall mean any vendor within the City of St. Petersburg that sells food and/or beverages for consumption by customers on, near or off its premises with the exception of hospitals, grocery stores, and convenience stores. For purposes of this definition, convenience store has the meaning set forth in F.S. § 500.03.

Food service provider shall mean any person listed in section 11-103 . . . that distributes food or beverages.

Person [includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other entities, groups or combinations, as defined in] section 1-2.

Plastic shall mean synthetic material made from fossil fuel based polymers including, but not limited to, high-density polyethylene, low-density polyethylene, polyethylene terephthalate, polypropylene, polyvinyl chloride, polycarbonate that can be molded or blown into shape while soft and then set into a rigid or slightly elastic form, and any material made from or labeled bioplastic/polylactic acid (PLA).

. . .

Single-use shall mean a product that is designed to be used only once in its same form and then disposed of or destroyed.

Division 1—Regulation of expanded polystyrene: Selected portions of this division (available in full [here](#)) are as follows:

Sec. 11-103. - Prohibition of the distribution of expanded polystyrene products on city-owned property or rights-of-way.

The following persons shall not distribute expanded polystyrene products in conjunction with food or beverage services on City-owned property, or within or abutting the City right-of-way:

- (1) City contractors.
- (2) Pushcart vending permittees pursuant to section 16.70.030.1.5.
- (3) Sidewalk café permittees pursuant to section 16.70.030.1.7.
- (4) Mobile food establishment permittees pursuant to section 16.70.030.1.14.
- (5) Food truck rally permittees pursuant to section 16.70.030.1.15.
- (6) Park permittees pursuant to section 21-31.
- (7) Outdoor public assembly permittees pursuant to chapter 25, article II.
- (8) Minor easement permittees pursuant to chapter 25, article VII.
- (9) Operators and vendors within covered City facilities.

Sec. 11-104. - Exemptions.

The following are exempt from the prohibition set forth in section 11-103 of this division:

- (1) Pre-packaged foods that food service providers distribute to their customers and that have been filled and sealed prior to receipt by the food service provider.
- (2) Expanded polystyrene products used for the storage of raw meat, pork, poultry, fish, and seafood products by a food service provider.

. . .

Division 2—Regulation of single-use drinking straws: Selected portions of this division (available in full [here](#)) are as follows:

Sec. 11-110. - Distribution of all types of single-use drinking straws.

. . .

(b) After January 1, 2020:

- (1) No food service establishment shall distribute a single-use plastic drinking straw to any customer, except to customers with a physical or medical need requiring the use of a single-use plastic drinking straw.
- (2) No food service establishment shall distribute any type of single-use drinking straw to a customer except upon a customer's specific request.

. . .

CHAPTER 20—OFFENSES INVOLVING PUBLIC PEACE AND ORDER

Section 20-28—Obstruction of sidewalks and entryways: Selected provisions of subsection (a) of this section (available in full [here](#)) are as follows:

- (a) *Prohibition.* No person shall, either alone or in conjunction with others, stand, sit, lie, congregate, or place objects or obstructions in such a manner as to obstruct:
- (1) The safe and efficient movement of pedestrian traffic upon any sidewalk, walkway, or right-of-way upon which the public has a right to travel, or
 - (2) Any person's safe and efficient access to the entryway of any building, where such entryway abuts a sidewalk, walkway, or right-of-way upon which the public has a right to travel.

Section 20-73—Sleeping, lying, or reclining in certain areas during daylight hours: Selected portions of this section (available in full [here](#)) are as follows:

. . .

(b) *Prohibitions.*

- (1) It shall be unlawful and a violation of the Code for any person to sleep, lie, or recline in or on any part of the prohibited zone during daylight hours.
- (2) For purposes of this section, "prohibited zone" means, collectively, all of the following areas:

. . . .

- c. Any public path for vehicular or pedestrian travel within the municipal pier district.

- (3) For purposes of this section, "daylight hours" means the period from sunrise to sunset.

(c) *Notice.*

- (1) If a person is found to be sleeping, lying, or reclining during daylight hours in the prohibited zone, a Law Enforcement Officer shall request the person to move to an area where sleeping, lying, or reclining is not prohibited. The person shall not be charged with a violation of this section if the person voluntarily moves from and does not return to sleep, lie, or recline on any part of the prohibited zone before sunset that day.
- (2) No person shall be cited under subsection (b) unless the person engages in conduct prohibited by said subsection after having been notified by a Law Enforcement Officer that the conduct violates subsection (b).

(d) *Exceptions.* The prohibition in subsection (b) shall not apply under the following circumstances:

- (1) To any person lying down in the prohibited zone due to a medical emergency;
- (2) To any person utilizing an object, placed in the prohibited zone by the City or other public agency, in the manner in which it was intended, such as sitting on a bus stop or downtown City bench waiting for transportation;

- (3) Any conduct that is in conformity with the conditions of any permit issued pursuant to the City Code;
- (4) Any passenger asleep while traveling in the prohibited zone if that passenger is being transported by another person in or on any device or by any method otherwise legally permitted in the part of the right-of-way or other public path for vehicular or pedestrian travel being used for such travel.

Section 20-74—Sleeping in or on a public path: Selected portions of subsection (a) of this section (available in full [here](#)) are as follows:

- (a) It shall be unlawful and a violation of the Code for any person to sleep in or on . . . any public path for vehicular or pedestrian travel within the municipal pier district.

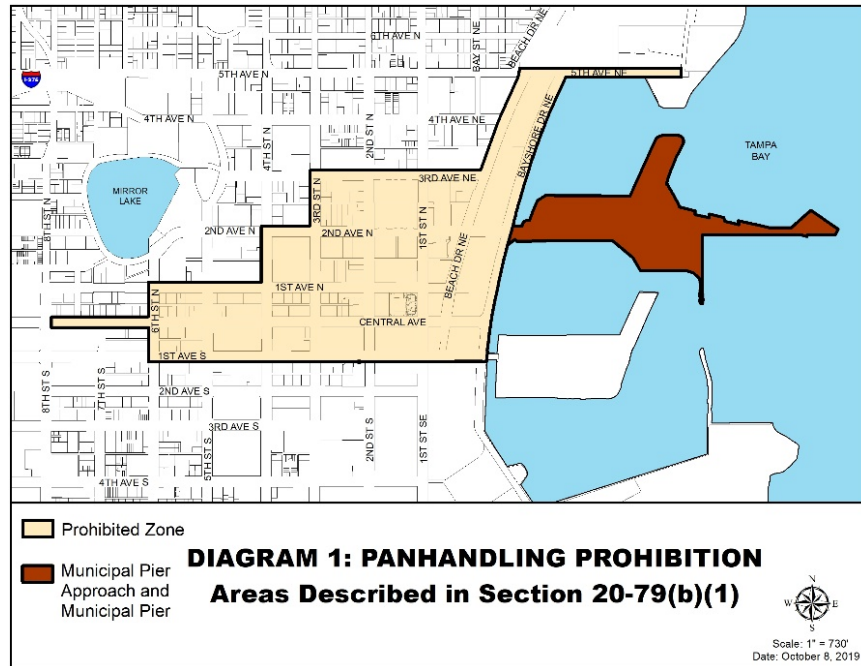
Section 20-79—Panhandling: The panhandling prohibition in this section (which formerly applied only to a “prohibited zone” based on the right-of-way) now applies to the entirety of the municipal pier district, as shown in the diagram below. Selected provisions of this section (available in full [here](#)) are as follows:

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

. . .

Panhandling means any solicitation made in person requesting an immediate donation of money or other thing of value for oneself or another person or entity. Purchase of an item for an amount far exceeding its value, under circumstances where a reasonable person would understand that the purchase is, in substance, a donation, is a donation for the purpose of this section. The term "panhandling" shall not include the act of passively standing or sitting, performing music, or singing with a sign or other indication that a donation is being sought but without any vocal request other than a response to an inquiry by another person.

Prohibited zone means all rights-of-way and public property in the area bounded by the following rights-of-way (including sidewalks), which are generally shown on diagram 1:



- (b) It shall be unlawful for any person to engage in an act of panhandling when either the panhandler or the person being solicited is located in, on, or at any of the following locations or areas:
- (1) Prohibited zone (which includes the municipal pier gateway), the municipal pier approach, or the municipal pier;

Sections 20-100–20-102—Handbills: These sections (available in full [here](#)), which concern the distribution of handbills in public places are as follows:

Sec. 20-100. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet or any other printed or otherwise reproduced original or copies of any material or literature.

Public place means the right-of-way, public parks, public buildings and parking lots and structures designed for use in connection therewith.

Sec. 20-101. - Activities exempt from this division.

The provisions of this division shall not apply to the distribution of advertising material by the owner or lessee of a premises, or employees of such premises, to persons or motor vehicles located on the premises.

Sec. 20-102. - Distribution in public places.

It shall be unlawful for any person to distribute, place, throw, scatter or cast or to cause the distribution, placing, throwing, scattering or casting of any handbill in or upon any public place within the City; provided, however, it shall not be unlawful for any person to hand out or distribute any handbill in any public place to any person willing to accept the handbill.

CHAPTER 26—TRAFFIC AND VEHICLES
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Section 26-284—Motorized toy vehicles. This section (available in context [here](#)) is provided below, in full:

Sec. 26-284. - Motorized toy vehicles.

- (a) For the purposes of this section, a motorized toy vehicle shall include the following devices: motorized skateboards, motorized roller skates, hoverboards, hoverskates, hovershoes, one-wheeled electric boards, or other similar devices.
- (b) Pursuant to State law it is unlawful for any person to operate or ride a motorized toy vehicle on any street in the City.
- (c) The use of motorized toy vehicles is prohibited on all City sidewalks and public walkways within the DC zoning district, along

the entirety of Central Avenue sidewalks, and within or upon all park property and the municipal pier district.

- (d) It is unlawful for the parent, legal guardian or custodian of a minor child to knowingly permit the child to violate any provision of this section.
- (e) Any person found in violation of any provision in this section shall be guilty of a municipal ordinance violation, punishable as provided in Section 1-7.

Article VIII—Micromobility: Selected portions of this article, dealing with motorized scooters, motorized bicycles, and micromobility devices, (available in full [here](#)) are as follows:

. . .

Sec. 26-401. - Definitions.

As used in this division the following terms shall have the meanings ascribed to them:

Micromobility device means any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips, which is incapable of traveling at speeds greater than 20 miles per hour on level ground. This term includes motorized scooters and motorized bicycles as defined by F.S. § 316.003.

Micromobility provider means any person or entity which makes available to the public any number of micromobility devices for use on the streets and sidewalks of the City. This definition does not include an owner of a motorized scooter or motorized bicycle which is solely used for private transportation by its owner, pedicabs, or any entity renting motorized scooters or motorized bicycles for periods of one hour or more when such entity's rental fleet is 20 vehicles or less.

Shared use trail means transportation infrastructure that is physically separated from motorized vehicular traffic by an open space or barrier and is located either within the highway right-of-way or within an independent right-of-way. Shared use trails may be collectively used by pedestrians, skaters, persons using wheelchairs or other assistive devices, joggers, and other non-motorized users.

Sec. 26-404. - Operation, parking.

- (a) All motorized scooters and motorized bicycles are subject to all the rules and regulations governing bicycles in Article V, Division 1. In addition to City Code, micromobility devices are subject to any and all state law pertaining to micromobility devices, motorized scooters, or motorized bicycles, as applicable, and as may be amended.
- (b) No person under the age of 16 years old shall operate a motorized scooter within the City. It is unlawful for the parent, legal guardian or custodian of a minor child to knowingly permit the child to violate any provision of this article.
- (c) Ridership of more than one person on any motorized scooter shall be prohibited. The ridership of more than one person on any motorized bicycle shall be prohibited unless the motorized bicycle is specifically designed to carry more than one person.
- (d) All motorized scooters within the City shall be limited to a maximum speed of 15 mph.
- (e) Operation of a micromobility device or privately owned motorized scooter or motorized bicycle upon a public sidewalk or walkway is prohibited except for the purposes of parking the device in an acceptable location. Micromobility devices and motorized scooters shall only operate within bike lanes, if available, or upon streets with a posted speed limit of 30 mph or less.
- (f) Micromobility devices and privately owned motorized scooters may be allowed upon shared use trails with the following restrictions:
 - . . .
 - (3) In the municipal pier district, micromobility devices and privately owned scooters shall be limited to the vehicular roadway only.
- (g) A micromobility provider shall only place or stage, or allow to be placed or staged, micromobility devices in an upright position

within or upon designated micromobility parking stations. All users of micromobility devices shall return the device to a designated parking station at the end of each trip.

- (h) Motorized scooters and motorized bicycles, regardless of ownership, shall not be parked in a manner that obstructs any ingress or egress from any building or parking area, or in a manner that prevents any sidewalk or walkway from maintaining at least five feet of walkway clearance.

EXHIBIT D

FAQ – Pier Tenants

Where is the St. Pete Pier™ located?

600 2nd Avenue NE, St. Petersburg, FL 33701

What are the operating hours at the St. Pete Pier™?

Opens 30 minutes before sunrise and closes at 11:00 PM

Restaurant Hours: To see a list of restaurants, visit: <https://stpetepier.org/food-drink/>

Marketplace Hours: Friday, Saturday, Sunday 10 AM – 6 PM

Is there an admission fee?

There is no charge to enter the Pier District. Most events are free to the public; however, there will be ticketed special events planned throughout the year. Events are subject to a ticketing fee.

Is there Security onsite?

Yes, we have security 24/7.

Is there a lost and found?

Yes, please contact security at (703) 863-1794

How do I contact St. Pete Pier™ Management?

Office: (727) 822-Pier or (833) Pier-Fun

Hours: 8:30AM-5:30PM / Monday – Friday

Juniper Rodriguez, Pier Manager: (727) 893-7262

Juniper.rodriguez@stpete.org

Tyler Spencer, Facilities Assistant: (727) 893-7248

Tyler.spencer@stpete.org

Todd Beatty, Senior Special Projects Coordinator: (727) 612-0063

Todd.beatty@stpete.org

Are there going to be programmed events at the St. Pete Pier™?

Yes, Pier Events Team will be booking and programming events throughout the common areas of the Pier District. They are doing a minimum of 78 events the first year. They range from Level 1 – Level 5. Level 1 events are defined as minimum cost level and occur multiple times per month and are intended to be free to the public and Level 5 events are the largest events and may be free but may also require admission to enjoy extra amenities. Additionally, there will be daily programming Thursday-Sunday.

Pier Events Team Contact: Ferdian Jap: ferdianj@gmail.com

Are bicycles allowed at the St. Pete Pier™?

The St. Pete Pier™ is bicycle-friendly. Bike racks are available for personal bicycles. The Coast Bike Share program will provide service within the entire Pier District and Coast bikes can be parked at any bike rack within the Pier District at no charge.

Are electric scooters allowed at the St. Pete Pier™?

No electric scooters will be allowed on the Pier District and pedestrian walkways. They will be limited to Marina Drive only.

Is fishing permitted at the St. Pete Pier™?

Fishing is permitted on the Fishing Deck located to the east of the Pier Point building. Gator Jim's Tackle is also available at the location for any angler needs.

Are pets allowed at the St. Pete Pier™?

The St. Pete Pier™ is pet-friendly and there are pet bag dispensers located throughout the Pier District. All pets in the park must be on a leash (that is six (6) feet or less) under the control of the owner or handler. For more information on service animals, visit: <http://www.stpete.org/community/CAP/>

For information regarding the Mayor's Pet-Friendly Business Program, visit: https://www.stpete.org/city_initiatives/st_pete_paws.php

Will I be able to dock my boat at the St. Pete Pier™?

There will be approximately 25 boat slips with metered docking located on the south side of the Pelican Parking Lot. These docks are scheduled to be completed later in 2020.

Is there transportation throughout the Pier District?

Pedestrian paths have been provided to allow visitors to explore all the various attractions within the Pier District. Additionally, there are four (4) tram stops located throughout the Pier District. To view a map of Tram Stop locations, visit: <https://stpetepier.org/explore/>

There are 3 trams and we plan to have between 1 and 3 trams in service at any given time, depending on demand. Each tram can carry up to 46 passengers and each has capacity for persons using a wheelchair. Trams may be augmented by smaller all-electric eco-shuttles which also have capacity for persons using a wheelchair.

Tram/Shuttle operating hours (tentative):

Sunday-Saturday 9AM – 11PM

Special events may impact these operational hours.

What are the estimated wait times for a shuttle?

Up to 10 Minutes

Is there any other way to get to the Pier Head?

Yes, we have (2) Eco-Shuttles that each carry (11) passengers. We will operate these as needed and may be available by reservation at an additional charge for special services such as weddings (price: TBD).

Coast Bike Share will be available throughout the Pier District as well.

Can I charge my electric vehicle?

Yes, there are 6 charging stations located in the Pelican Parking Lot. There is no fee for the charging, but users pay the normal rate to park and must comply with all regulations related to parking (i.e. no overnight parking). The Greenlots App is required.

Can I rent a wheelchair?

There are no wheelchair rentals at this time.

Does the St. Pete Pier™ provide stroller rentals?

There are no stroller rentals at this time.

Is alcohol allowed within the Pier District?

Yes, alcohol is permitted if it is in a Pier approved cup, which will be provided by the restaurants and cafes within the Pier District. It is not permissible for alcohol to be brought onto the Pier for personal consumption. For more information, visit:

<http://www.stpeteparksrec.org/pdfs/rentals/ParksOrdinances.pdf>

Can I take transit to get to the Pier?

Yes, the Downtown Looper is free and has a stop at Bayshore Drive and 2nd Avenue NE, right at the entrance to the Pier District. PSTA operates the Central Avenue Trolley which has a stop on Bayshore Drive just south of 2nd Avenue. Schedule info here:

<https://loopertrolley.com/schedules>

Coast Bike Share is another easy way to get to the Pier. Hubs with Coast Bikes are located throughout greater Downtown. Coast bikes may be parked at any bike rack within the Pier District at no charge.

Where can guests who arrive by car park?

There are two (2) parking lots as well as on-street metered parking located on the Pier along Pier Drive. Payment can be made at the Pay Stations within the parking lots, at meters for on-street parking, or via the Park Mobile app. Outside the Pier complex, metered street parking is available, as are several downtown parking garages and lots within walking distance of the Pier. Fees at these facilities vary. For more information, visit the City of St. Petersburg's parking page:

http://www.stpete.org/transportation/parking_management/public_garages_and_lots.php

The Downtown St Pete Looper is a free trolley service that runs 7 days a week with stops at the Sundial parking garage and Pier Entrance every 15 minutes. To find out more on route information and hours of operation, visit:

<https://www.psta.net/riding-psta/st-petersburg-downtown-looper/>

What is the cost and how do I pay to park at the St. Pete Pier™?

Paying in the Dolphin and Pelican parking lots will be through the Pay Stations located throughout the lots designated by signs above the machines that say: 'Parking by License Plate Pay Here'. Visitors enter their license plate and can pay either by credit card or cash. ParkMobile will also be accepted by selecting Zone 2015 on the ParkMobile App via smartphone. Enforcement hours are 24 hours a day and 7 days a week.

Weekday Rates 12:00a.m. Monday through 5 p.m. Friday

First 4 hours = \$2 per
hour 5th hour = \$3 per
hour 6th hour = \$4 per
hour

Parking in lots limited to 6 hours or less 6 hours cost \$15

Weekend Rates

5 p.m. Friday through 11:59 p.m. Sunday

First 4 hours = 2.50 per hour

5th hour = \$3.50

6th hour = \$4.50/hr

Parking in lots limited to 6 hours or less

6 hours cost \$18

On-Street Meters: Payment can be made with cash or credit card at meter or with Parkmobile App

First 3 hours = \$2.50 per hour

4th hour = \$5

Parking is limited to 4 hours in these locations

4 hours of parking cost \$12.50

9 a.m. – 10 p.m. 7 days per week

Motorcycle parking is available along Pier Drive in designated motorcycle spaces or if full, in the Dolphin and Pelican Lots at the rates stated above.

Monthly parking is not available at the Pier parking lots. Monthly parking and daily parking in excess of 6 hours is available at the Sundial Parking Garage – enter on 2nd Street North near 2nd Avenue North.

Can employees park at St. Pete Pier™?

Employees who choose to bike to work will be able to park their bicycles in secured bike parking areas. Employees who are driving cars will need to park off-site and walk or take transit to get to work. The Central Avenue Trolley and the free Looper Trolley provide service from the nearby parking garages to the Pier.

Onsite parking should be reserved for guests except for a small number of lease-committed monthly spaces.

What are the monthly rates for the reserved parking onsite (as defined in my lease)?

\$90/month for tenants who have access to monthly parking in their lease.

Where will my reserved parking be located?

They are in each of the parking lots and will have color coded signs designating the spaces.

Will I receive a parking pass or permit?

Yes, your permit will be color coded to match the reserved spaces.

Can I park overnight at the St. Pete Pier™?

Overnight parking is not permitted in the Pier District.

How do I become a service vendor at the St. Pete Pier™?

Contact Pier Operations -Tyler Spencer, Facilities Assistant tyler.spencer@stpete.org

Is the St. Pete Pier™ hiring? Where can I find job postings?

Contact Pier Operations and Business directly. For more information, visit: <https://stpetepier.org/careers/>

Where is the boarding for the Cross-Bay Ferry and where can I buy tickets?

Visit thecrossbayferry.com for more information on tickets and schedules.

What is the procedure for deliveries to the Pier Head building?

Understanding as we move forward times of deliveries may need to be adjusted, but the size, type, and weight of vehicle will not.

Vehicle Size: Due to limited maneuverability, no vehicles in excess of 28' in length will be permitted. Additionally, trucks must be short wheelbase (Box Truck type). No Semi Truck type vehicle permitted no matter the size of trailer.

Times of Delivery: Deliveries will be between the hours of 7:30am and 9:30am only.

Scheduling of Delivery: Deliveries outside of the established timeframe need prior approval that will be based on guest safety and event schedules.

Products Delivered: Please provide type of products being delivered (i.e. Dry Goods, Frozen Goods, Alcohol, Soft Drinks, CO2 Gas, etc....).

Speed Limit: The Maximum Speed Limit on the approach is 10mph and on the Pier itself is 5mph which is Strictly Enforced.

Is recycling available on the Pier?

Yes, the trash cans throughout the property for guests have designated recycling containers. Tenants should place all recyclable materials in the blue recycling containers provided. Cardboard should be broken down and placed into a separate container.

How will the trash be removed from Pier Head building?

There are (3) 1.5 yd containers located at the Pier Head that your staff should utilize. (2) for cardboard and (1) for trash. Utilize blue bins for all other clean recyclable materials.

*Please breakdown cardboard

*Janitorial will empty the containers as needed throughout the day

Where do I put my trash if I am not on the Pier Head?

All waste must be deposited by each Lessee in the trash bin located in the service area designated for their use. Please refrain from using customer trashcans, located throughout the Pier, for trash disposal. Please do not allow trash to leak in halls while carrying it to compactors. Please contact Management office for questions.

EXHIBIT E



Event Parking Standard Operating Procedures St. Pete Pier

Purpose

The purpose of this Standard Operating Procedure (SOP) is to standardize event parking procedures. This SOP will also assist in planning and executing parking operations for events.

Preparing an Event

- A fully Executed Use Agreement is required before making parking arrangements. No parking arrangements or reservations of any kind can be made until there is a fully Executed Use Agreement.
- All Event Parking must be pre-arranged with John Hebert(Jhebert@spplus.com, 941-301-7334).
- The type of event, dates and duration of the event, details of the vehicles in need of parking, how many vehicles will be parking, and information on expected event staff are required before approval.
- All event parking requests and details must be submitted one (1) week prior to the event's start date.

Pre Event

- All parking required will be pre-designated and all event vehicles must park in the designated area.
- Details of designated parking will be provided to the event coordinators once we have received all the information for parking needs.
- On property staff will guide event staff into their designated parking area.
- Permits will be issued to each vehicle and must be displayed on the dashboard of all event vehicles at all times while on property.
- Permits will be sent to and confirmed by Parking Enforcement for use during the event.
- Permits for event parking will only be valid for the duration of the event.

Invoicing and Payment

- An invoice for parking will be provided upon event request after the details have been confirmed.

- A “Bill To” address is required for all event parking invoices and must be submitted upon event request
- Payment for event parking is required three (3) days prior to the event start date.

Event Parking Rates

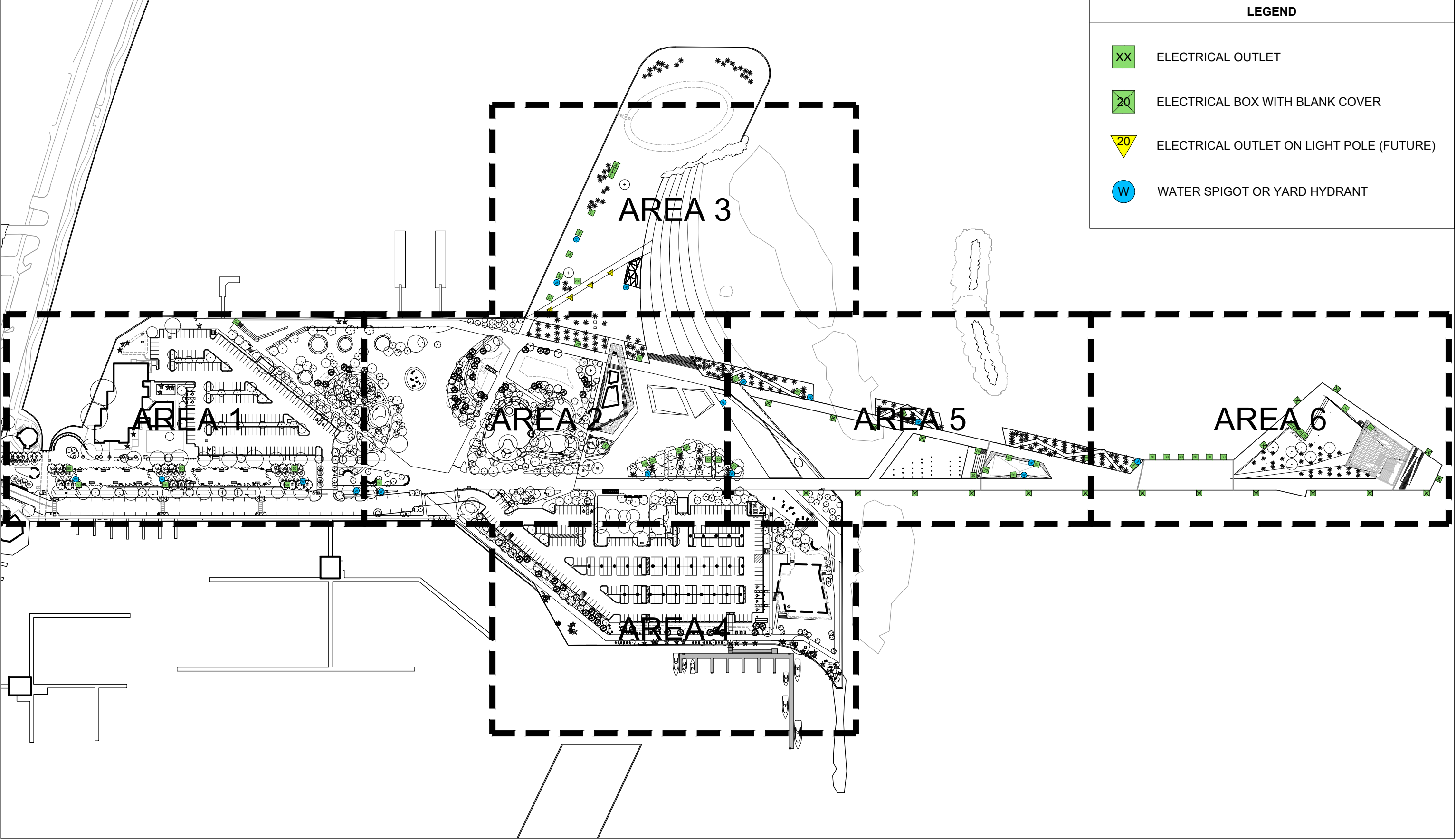
- For Event Parking Rates, please refer to the table below;

Size of Vehicle	Rate	Applicable Vehicles
Normal Vehicle	\$20.00 per vehicle, per day	Crew Vehicles
Oversized Vehicle	\$20.00 per space occupied, per day	Crew Equipment Vehicles

Stipulations

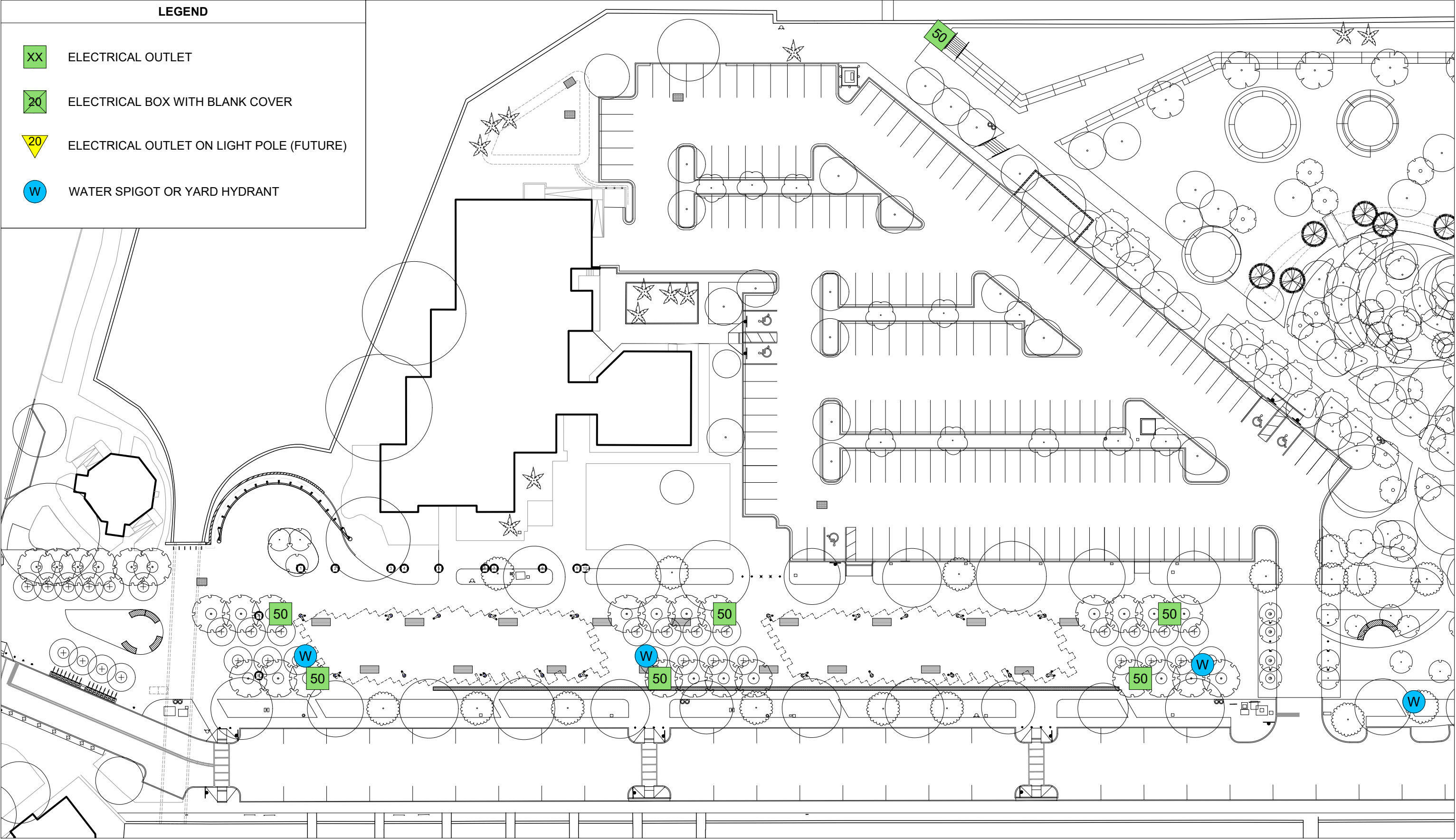
- Event Parking is only designated for the staff and crew of the event or the equipment required for the event.
- All others attending the event will park normally and use the Cale Pay Stations located on property for parking payment.
- Any additional event staff or crew requiring parking after the original approval will park and pay normally and will be restricted to the maximum six (6) hours of parking time.
- A maximum of ten (10) parking spaces in total will be available for purchase for events taking place over the weekend (Friday through Sunday).

EXHIBIT F



ST. PETE PIER™ OUTDOOR POWER AND WATER LOCATIONS - OVERALL

NOT TO SCALE



ST. PETE PIER™ OUTDOOR POWER AND WATER LOCATIONS - AREA 1

NOT TO SCALE

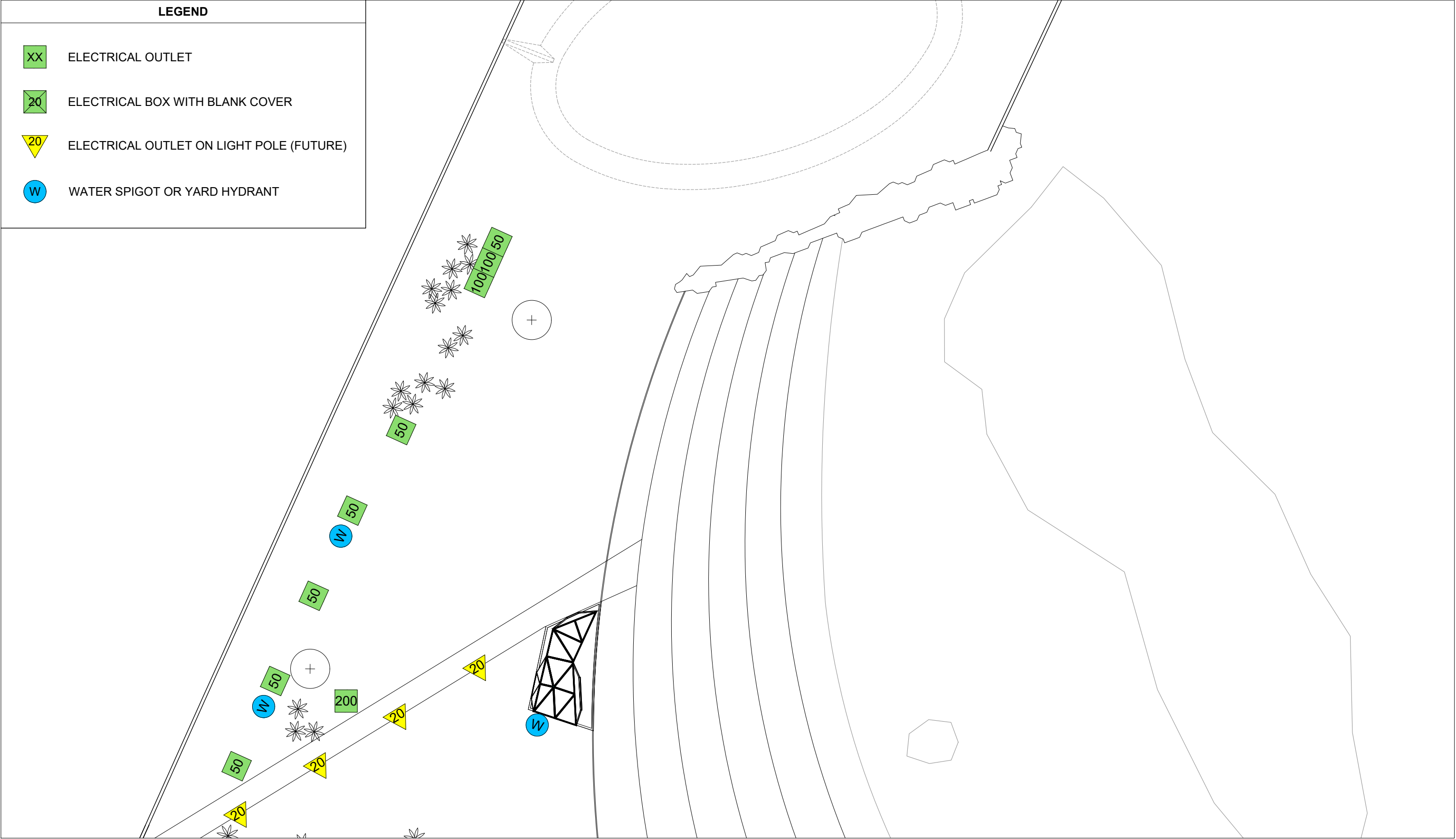




ST. PETE PIER™ OUTDOOR POWER AND WATER LOCATIONS - AREA 2

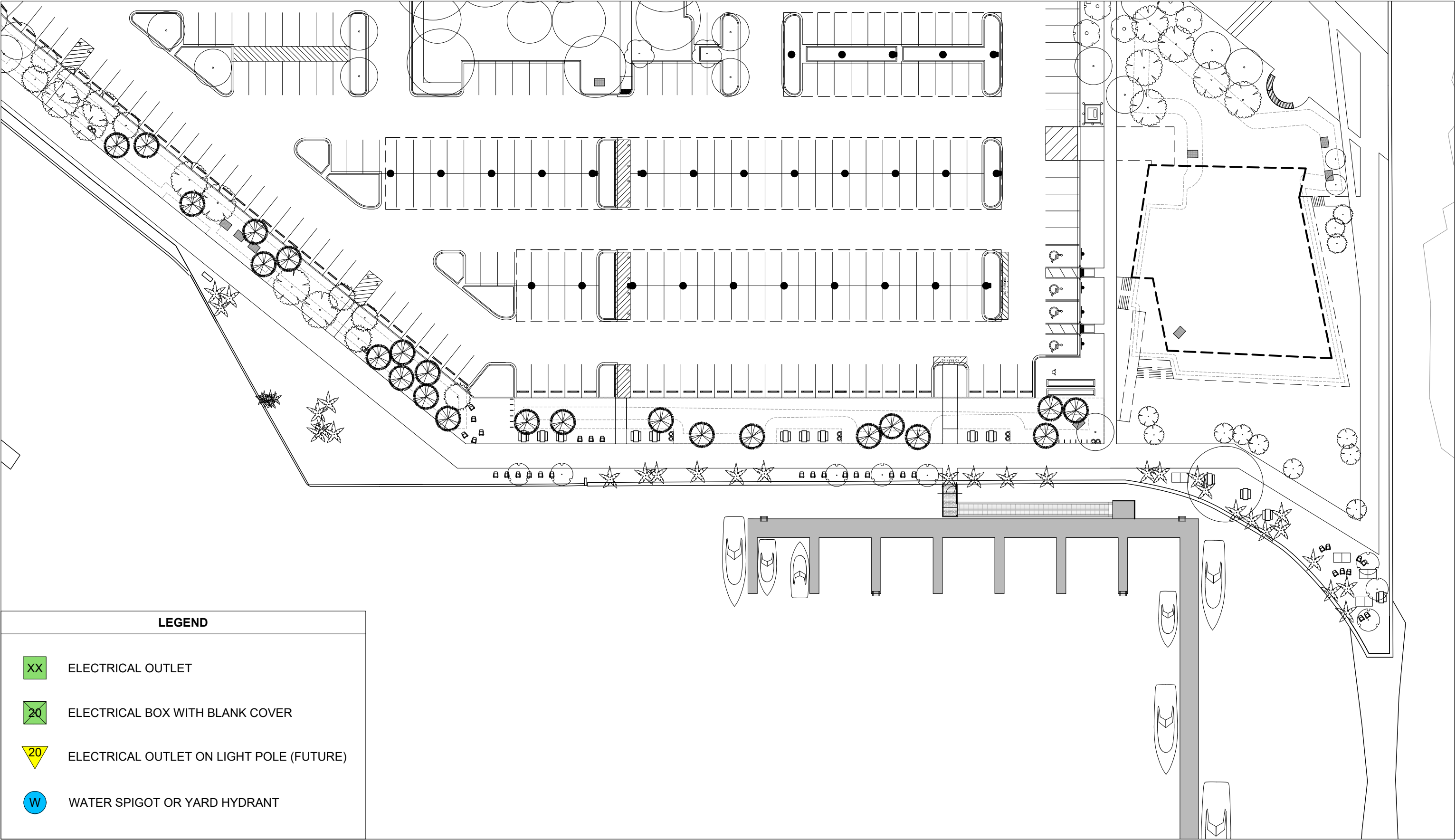
NOT TO SCALE



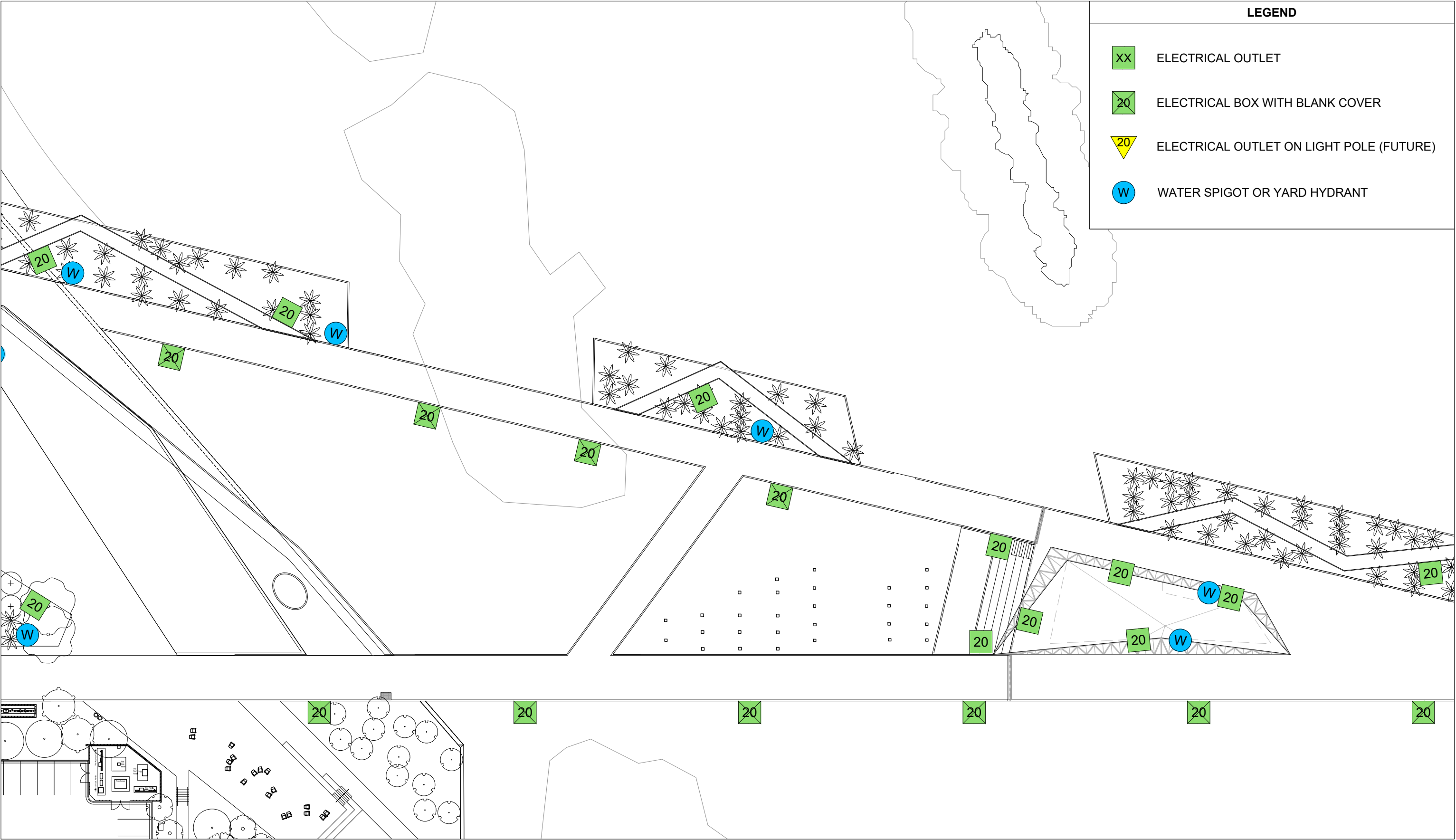


ST. PETE PIER™ OUTDOOR POWER AND WATER LOCATIONS - AREA 3

NOT TO SCALE 



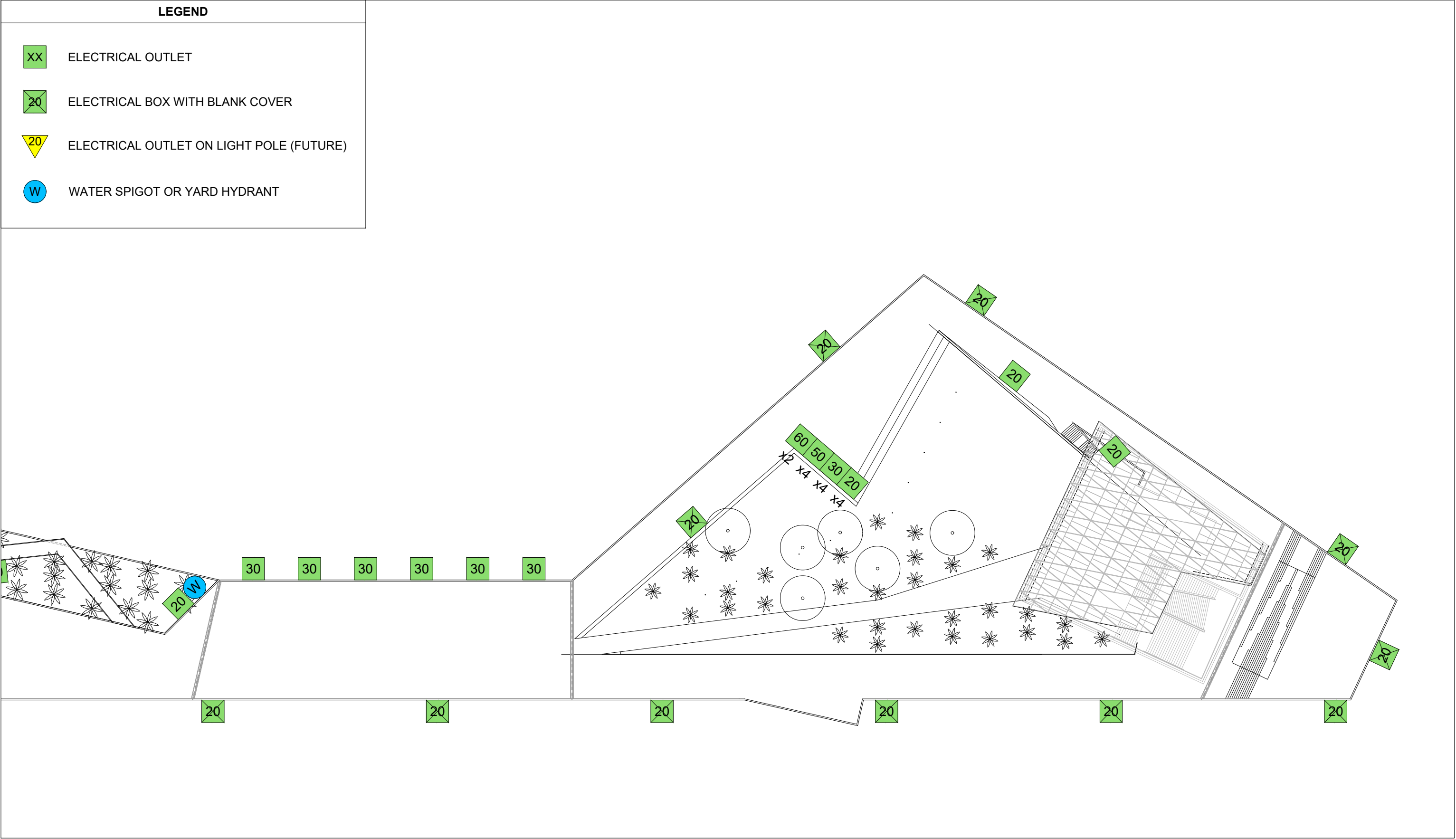
ST. PETE PIER™ OUTDOOR POWER AND WATER LOCATIONS - AREA 4



ST. PETE PIER™ OUTDOOR POWER AND WATER LOCATIONS - AREA 5

NOT TO SCALE





ST. PETE PIER™ OUTDOOR POWER AND WATER LOCATIONS - AREA 6

NOT TO SCALE



BRAND GUIDELINES

SIGN GUIDELINES: EVENT SIGNAGE

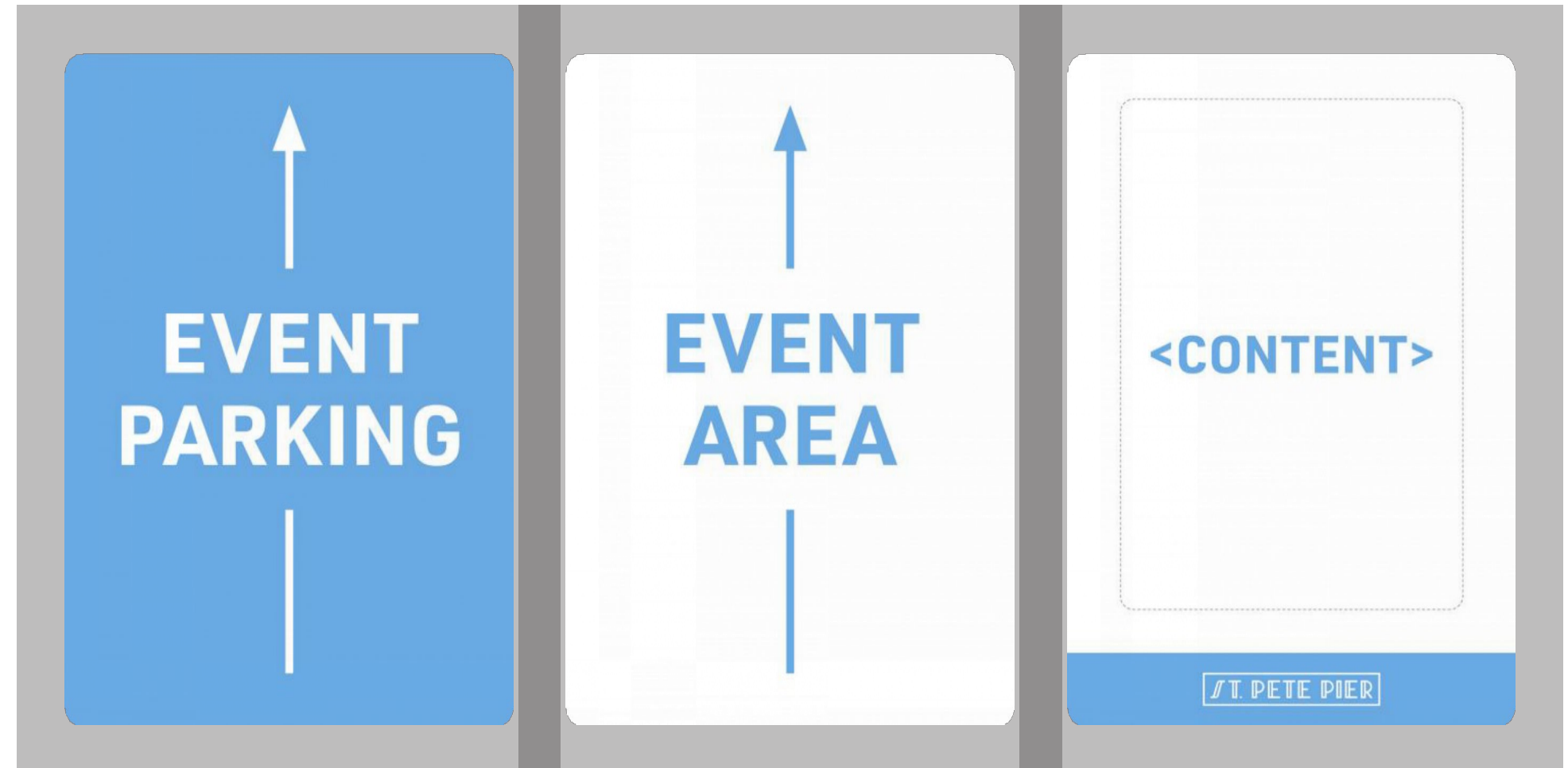
The Pier is not responsible for operational or advertorial signage unique to the event (signs directing attendees to an event-specific location or service).

All signage requests go through the City's on-site Pier management team for prior approval.

The Pier team must ensure the designs are within the brand guidelines, including fonts and colors.

Signs with similar messages should not have vastly different designs.

Be concise and specific. Abbreviate when appropriate.



PIER REFERENCE MAP



KEYWORDS

St. Pete Pier Naming Direction

St. Pete Pier – official name for the entire district

Pier District – second reference option and common name

Business at the St. Pete Pier

Doc Ford’s Rum Bar & Grille

Fresco’s Waterfront Bistro

Spa Beach Bistro

Pier Teaki, rooftop bar

Teak

Driftwood Café

The Marketplace

Tampa Bay Watch Discovery Center presented by the Milkey

Family Foundation

Gator Jim’s Bait Shop

The Sundry Shop* official name coming soon

Art at the St. Pete Pier

‘Bending Arc’ by Janet Echelman

‘Myth’ by Nathan Mabry

‘Morning Stars’ by Xenobia Bailey

‘Olnetopia’ by Nick Ervinck

First Flight Monument, located in the Benoist Plaza

St. Petersburg Museum of History

Parking + Operations at the St. Pete Pier

Pelican Lot

Dolphin Lot

Tram Stop – there are 4 total locations

St. Pete Pier Operations Offices – located next to Doc Ford’s Rum Bar & Grille

Locations within the St. Pete Pier

Gateway – the entrance from St. Pete’s downtown to the Pier District

The Playground – official name coming soon

Family Park – the park located underneath the ‘Bending Arc’ by Janet Echelman

Spa Beach – an expanded Spa Beach is featured at the St. Pete Pier

Spa Beach Park – this park will boast events throughout the year

Pier Plaza – the location in front of the Spa Beach Bistro, near the Splash Pad

Splash Pad – located within the Pier Plaza

Tilted Lawn – iconic lawn that is tilted, will be used for events and relaxing

The Great Lawn – the lawn space located at The Point

The Point – the end of the Pier District

Fishing Deck – the fishing deck, on caissons preserved from the old Pier, located at The Point

Coastal Thicket – there are 3 total Coastal Thicket locations, which boast a boardwalk that weaves through foliage native to Florida

Cultural Grove – area of trees located in the middle of the Pier District, that provides shade and seating

Courtesy Docks – located outside of Doc Ford’s Rum Bar & Grille. There will be up to 25 slips

EXHIBIT H



PIER LOGO & NAME USAGE GUIDELINES

PIER LOGO & NAME USAGE GUIDELINES

USAGE REQUIREMENTS & PROCESS

Requirements

- Must be licensed by the City of St. Petersburg to use the logo or name for specific purposes.
- Agree to follow City guidelines for usage of the logo or marks, according to Pier Usage Guidelines.
- Agree to not to use the logo or marks in any manner that would be offensive to good taste or would injure the reputation of the City and/or of the logo or marks.
- May not adopt or use any mark, logo, insignia or design that is, or is likely to be, confusingly similar to the official logo or marks, or could cause deception or mistake.
- Must maintain insurance as outlined in license agreement.

Approval Process

- Complete license agreement and submit to City of St. Petersburg Marketing Department.
- Request is reviewed and approved by City staff.
- Pay annual fee, per fee schedule below. Term may be extended with 90 day notice.

Fee Schedule

The annual usage fees are calculated according to the following formula per mark:

# of Products	Usage Fee Due
1-10	\$250.00
11-25	\$500.00
26+	\$1000.00

Pier Branding

The City of St. Petersburg has trademarked the St. Pete Pier logo and name. It is available for use at an annual fee, pending approval from the City staff. See the following pages for branding guidelines.

PIER PRIMARY LOGOS



PMS Cool Gray 8



Black



White

The Pier logo is symbolic of its brand. The instructions in this document will help you utilize the logo throughout a variety of communication applications. There will always be situations in which limitations of a particular medium will raise questions.

Please obtain written consent from Pier Management before utilizing any Pier logo for any purpose. This request shall be in writing and contain a description of the proposed use of the logo and proposed layout.

PIER SECONDARY LOGOS



ST. PETE PIER

PMS Cool Gray 8



ST. PETE PIER

Black



ST. PETE PIER

White

If needed the logo can be used without the containing rectangle shapes for repeating patterns, embroidery or other promotional items.

Please obtain written consent from Pier Management before utilizing any Pier logo for any purpose. This request shall be in writing and contain a description of the proposed use of the logo and proposed layout.

PIER LOGO GUIDELINES



Minimum Dimension: 1.25" x 0.23"



Space Requirement: Height of "S"



Do Not Scale Elements

Do Not Edit Stroke Weight

Do Not Violate Space Requirements

Do Not Use Multiple Colors

Do Not Distort

Do Not Use Unapproved Colors

The logo should have a margin of clear space on all sides around it equal to the height of the S.
No other elements (text, images, other logos) can appear inside this clear space.

For smaller applications, factors such as printing and reproduction in smaller pieces need to be considered. This will ensure the optimal readability of the logo. It is recommended that the width of the logo should never be smaller than 1.25".

PIER TYPOGRAPHY

DIN

Typography plays an essential role in the visual communication of The Pier identity. DIN is a sans serif that has an unadorned appearance with high x-height and a variety of weights.

DIN Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890!@#\$%^&*()_+="':?><

DIN Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890!@#\$%^&*()_+="':?><

DIN Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890!@#\$%^&*()_+="':?><

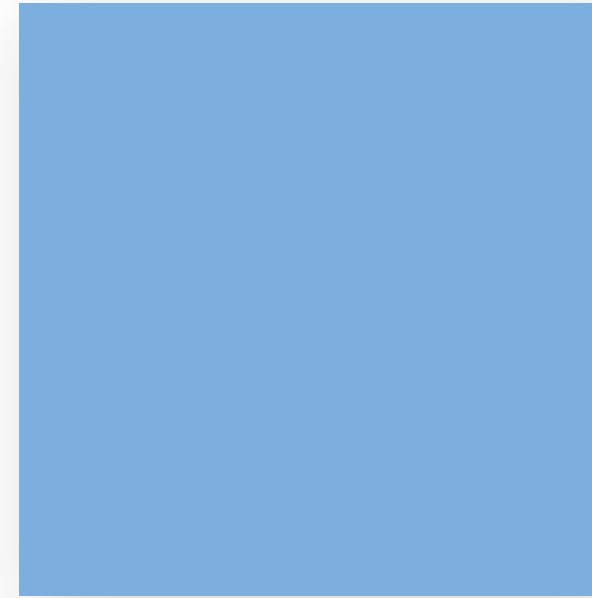
PIER BRAND COLORS



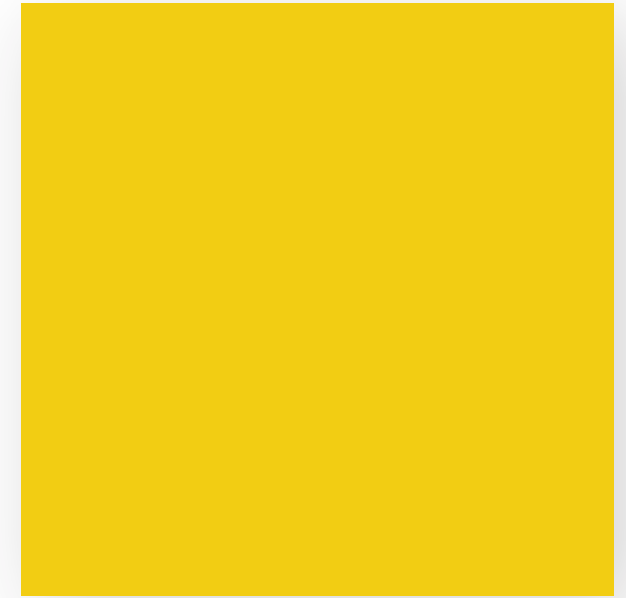
PMS Cool Gray 8
#888B8D
C: 0 M: 0 Y: 0 K: 45



PMS 390
#B5BD00
C: 25 M: 0 Y: 100 K: 5



PMS 284
#6CACE4
C: 60 M: 20 Y: 0 K: 0



PMS 7405
#F2CD00
C: 0 M: 10 Y: 100 K: 0

To cultivate a specific look and feel for the St. Pete Pier, these are the approved brand colors for the logo, ads, websites, marketing collateral and signage.



APPLICATION FOR BUSINESS TAX CERTIFICATE: COMMERCIAL BUSINESS LOCATION

City of St. Petersburg Use Only			
CONTROL #: _____		Initials: _____ Date: _____	
New	Renewal	Counter	Mail
Commercial Location		P.O. Box CO/Waiver Received	

Business Address:		Zip Code:
Business Phone:	Website URL:	
Business Name:		
Business Email:		
Federal Employer ID # OR Social Security #:		
Mailing Name:		
Mailing Address:		

You are subject to a 25% penalty if you started this business activity before paying this tax. This is a state law.

State the date you began or will begin this business activity from this location: _____

Description of business activity: <i>Please note that all independent contractors require their own business tax.</i>	Number of Units: _____ <i>(IE: Number of employees, inventory amount, etc.)</i>
---	--

Type of Ownership: Individual Partnership Corporation LLC Other (indicate): _____
--

List name and addresses of all owners, partners, and, if a corporation, all officers:		
Name:	Residential Address:	Title:
Name:	Residential Address:	Title:

APPLICANT INFORMATION

Applicant's Name:	
Title:	Home Phone:
Home Address:	

PLEASE COMPLETE BOTH SIDES OF THIS APPLICATION.



Business Tax Division
 stpete.org/businessstax
 license@stpete.org
 One 4th St. N.
 727-893-7241

APPLICATION FOR BUSINESS TAX CERTIFICATE: COMMERCIAL BUSINESS LOCATION

STATEMENT OF EXEMPTION FROM THE FICTITIOUS NAME ACT

Exemptions are limited to reasons in Florida Statute §865.09. This statement is a requirement of Florida Statute §205 as a prerequisite to receiving a business tax certificate. If you do not qualify for one of these exemptions, you must have or obtain a current fictitious name registration issued by the Florida Div. of Corporations.

Checking the appropriate exemption certifies that compliance with the Fictitious Name Act **IS NOT REQUIRED** because:

I am using only my own name.

I am an attorney and will practice law in Florida.

I am certified with the Florida Department of Business and Professional Regulation to practice this activity.

The application is for a corporation which has a certificate of authority to transact business in the state of Florida pursuant to chapter 607, the "Florida Business Corporation Act," or chapter 617, the "Florida Not for Profit Corporation Act".

I am using a fictitious name. (If this is the case, return a copy of your fictitious name registration State of Florida, Department of State. If you have questions about fictitious name registrations, please contact them at 850-488-9000).
Corporation Act".

EXEMPTIONS

Depending on the business conducted, you may be entitled to a tax exemption. Please indicate below if you are one of the following: legally blind, disabled and unable to perform manual labor, a veteran of the U.S. Armed Forces, a spouse of a veteran, a spouse of an active duty U.S. armed forces service member, 65 years of age or over, or are currently receiving public assistance.

Indicate possible category: (all exemption claims must be supported by written evidence and are subject to review by the Business Tax Division for compliance with Florida Statutes, Chapter 205)

Except as otherwise provided by law, information submitted to us is public record. Information on this application may be provided to government agencies such as the St. Petersburg Police Department, and the Florida Department of Revenue.

DECLARATION

The information on this application is correct. I understand that St. Petersburg City Code makes it unlawful to apply for a business tax certificate based on false information. Any person who provides false information in the application process may be prosecuted for an ordinance violation, and is subject to the penalties provided in Section 1-7, St. Petersburg City Code.

"Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true."

Print name of Applicant:	
Applicant's Signature:	Date:

SUBMISSION OPTIONS

EMAIL TO: license@stpete.org

MAIL TO: City of St. Petersburg Business Tax Division
P.O. Box 2842
St. Petersburg, FL 33731

DELIVER TO: City of St. Petersburg Business Tax Division
One 4th St. N.
St. Petersburg, FL 33731