



**BOARD OF EXAMINERS OF CONTRACTORS
 OF THE CITY OF FORT PIERCE, FLORIDA**

CITY OF FORT PIERCE, FLORIDA,
 Petitioner,
 vs.
 MR. JOHN R. MANGAN,
 Respondent.

Citation(s) # 301

COPY OF CITATION(S) INCLUDED

NOTICE OF CITATION HEARING

TO: Mr. John R. Mangan, Respondent, 1592 S.E. Village Green Dr., Ste. A, Port St. Lucie, FL 34982

YOU ARE HEREBY NOTIFIED that the Board of Examiners of Contractors of the City of Fort Pierce, Florida (the "Board") has scheduled an administrative hearing in this case for the 10th day of July, 2018, at 9:00 A.M., in the Fort Pierce City Commission Chambers, 100 North US Hwy 1, Fort Pierce, Florida, on the following matter:

Respondent's appeal of citation(s) # 301 (copy attached) and violation(s) cited therein
 Location(s) of Violation(s): 601 Seaway Drive

YOU ARE REQUIRED TO APPEAR BEFORE THE BOARD at said time and place to present evidence in opposition to the citation(s).

If the Board finds that a violation exists, the Board may order the Respondent to pay a civil penalty of not less than the amount set forth in the citation(s) but not more than \$1,000.00 per day for each violation. A certified copy of an Order imposing such a civil penalty against the Respondent may be recorded in the public records and shall thereupon constitute a lien against any real or personal property owned by the Respondent.

A copy of the Rules of Procedure for Actions Against Unlicensed Contractors for the Fort Pierce Board of Examiners of Contractors may be obtained upon request from the Department of Building.

If a person decides to appeal any decision made by the Board with respect to any matter considered at such hearing, such person will need a record of the proceedings, and, for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Department of Building
 City of Fort Pierce, Florida

By: *[Signature]*
 Building Official

I HEREBY CERTIFY that a copy of this Notice of Citation Hearing was mailed by certified mail and by first class mail to the above-named Respondent, at the above-stated address for the Respondent on this 7 day of June, 2018.

Department of Building

By: *[Signature]*
 Title: EXEC. ASST.

Encl: copy of citation(s) # 301



CITY OF FORT PIERCE CITATION

CITATION # 301 CERTIFIED MAIL #: 7015 1730 0000 9460 8382

This Citation is issued pursuant to City of Fort Pierce Ordinance 5-53 and State of Florida Statute 489. THE ACT FOR WHICH THIS CITATION IS ISSUED SHALL CEASE IMMEDIATELY UPON RECEIPT OF THE CITATION.

The enforcement officer has reasonable and probable grounds to believe that a violation of the Fort Pierce Code of Ordinances and Florida Statute 489 has occurred:

- 5-53 (a)(1) Falsely hold himself/herself or a business organization out as a licensee, certificate holder, or registrant.
- 5-53 (a)(2) Falsely impersonate a certificate holder or registrant.
- 5-53 (a)(3) Present as his/her own the certificate, registration of another.
- 5-53 (a)(4) Knowingly give false or forged evidence to the Board or a member thereof.
- 5-53 (a)(5) Use or attempt to use a certificate, registration that has been suspended or revoked.
- 5-53 (a)(6) Engage in the business or act in the capacity of a contractor or advertise himself/herself or a business organization as available to engage in the business or act in the capacity of a contractor without being duly registered or certified.
- 5-53 (a)(7) Operate a business organization engaged in contracting after 60 days following the termination of its only Qualifying agent without designating another primary qualifying agent, except as provided in ss. 489.119 and 489.1195.
- 5-53 (a)(8) Commence or perform work for which a building permit is required pursuant to Chapter 5 of the Fort Pierce Code of Ordinance without such building permit being in effect.
- 5-53 (a)(9) Willfully or deliberately disregard or violate any municipal or county ordinance relating to uncertified or unregistered contractors.
- 5-53 (a)(10) Act in the capacity of a contractor different from the scope of work for which the contractor is certified to perform.
- 5-53 (a)(11) Fail to secure required inspections.
- 5-53 (a)(12) Willfully and deliberately obtain or attempt to obtain a permit for an entity unregistered or unlicensed.

Description of violation and facts: Superior Tent Rentals erected a tent for the marine Trawler owners assoc without a proper permit.

Was observed on 4/18/18 at 11:46 am/pm At the property location of: 601 Seaway Dr

ISSUED TO: John R Mangan
First Middle Last

BUSINESS NAME: Superior Event Rentals TYPE OF WORK PERFORMED: Temporary Tent Installation

ADDRESS: 1592 SE Village Green Dr. #A CITY: Port St. Lucie STATE: FL ZIP: 34952

PHONE NUMBER: 772-359-5994 DRIVERS LICENSE #: _____ DATE OF BIRTH: _____

Penalties for Licensed Contractors:		Penalties for Unlicensed Contractors	
1 st Offense	\$500	1 st Offense	\$500
2 nd Offense	\$1,000	2 nd Offense	\$1,250
3 rd Offense	\$1,500	3 rd Offense	\$2,500

The person cited for the above violation shall elect within ten (10) days, exclusive of weekends and legal holidays, of the receipt of the citation to either: 1) Correct the violation and pay the civil penalty in the manner indicated; or 2) Request an administrative hearing in writing to challenge the issuance of the citation, specifying the grounds for such appeal. Failure to request a hearing shall constitute a waiver of right to a hearing. A waiver of right to a hearing shall be deemed an admission of the violation and penalties may be imposed accordingly. If the person issued the citation or his designated representative shows that the citation is invalid or that the violation has been corrected prior to appearing before the Board of Examiners of Contractors, the board may dismiss the citation unless the violation is irreparable or irreversible. Failure to pay civil penalty within ten (10) days, exclusive of weekends and legal holidays, may result in the filing of a lien.

To make payment of the civil penalty or request an administrative hearing mail or come to:

City Hall, Building Department
100 N US Hwy 1
PO Box 1480
Fort Pierce FL 34954
772-467-3000
Monday-Friday: 8am-5pm

Notification of administrative hearing will be pursuant to City of Fort Pierce Ordinance 5-53

FURTHERMORE, I UNDERSTAND ANY PERSON WHO WILLFULLY REFUSES TO SIGN AND ACCEPT A CITATION ISSUED BY AN ENFORCEMENT OFFICER COMMITS A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN FLORIDA STATE STATUE s. 775.082 or s.775.083.

Citation issued on 4/20/18 at _____:_____ am/pm

Violator's Printed Name

Shawn Cross
Enforcement Officer's Printed Name

Violator's Signature

Date

[Signature] 4-20-18
Enforcement Officer's Signature Date

Superior Event Rentals

1592 S. E Village Green Dr., Suite A, Port Saint Lucie, FL 34952

Phone: 772-337-1500

Website: www.superioreventrentals.com Email: info@superioreventrentals.com



Delivery Location

MTOA (Marine Trawler Owners assoc.)

Deana Martino

601 Seaway Dr

Fort Pierce, FL 349

Phone: 772-359-5994

Order No: O13057

Order Date: January 29, 2018

Written by: Michelle Carter

InvNo	Name	Qty	Total
INV171	Table, 60" Round	19	\$285.00
INV169	Table, 8' Banquet	11	\$165.00
INV175	Table, 36" Round(31)	6	\$90.00
INV24	Chair, Brown	180	\$360.00
INV1813	Lighting, 4 Globe Chandelier	4	\$280.00
INV146	Sidewall 20' White(14)	12	\$480.00
INV154	Staging, 4' x 4' Deck(28)	7	\$350.00
INV152	Staging Leg, 18"	14	\$84.00
INV151	Staging Feet	14	\$28.00
INV424	Stage Skirting	36	\$72.00
INV1052	Stage stairs (or)	2	\$50.00
INV322	Tent Permit	1	\$100.00
INV165	Tent, 20' x 30' Frame	1	\$450.00
INV81	Garbage Can, Large	6	\$25.50
INV1771	Tent, 40 x 80 Tent	1	\$3,300.00

Order Subtotal: \$6,119.50

Damage Waiver (5.00%): \$121.97

Sales Tax (6.5%): \$391.27

Delivery Charge: \$25.00

TOTAL: **\$6,657.74**

Amount Paid: \$3,255.00

Balance Due: \$3,402.74

Start Date & Time: Apr 16, 2018 9:00 am

End Date & Time: Apr 20, 2018 11:00 am

Delivery method: Delivery

Additional Notes:

601 Seaway Drive (new marina)

Charged 2 day rental price (prices are doubled)

Sidewalls to go on the N & E side of each tent (subject to change depending on weather)
Verify day of before hanging the walls.

40x 80 gets 3 chandeliers

20x30 gets 1 chandelier

Will send the final check a week prior to the event.

TERMS AND CONDITIONS/WARRANTY

1. BY ACCEPTING DELIVERY OF RENTED ITEMS, CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THIS RENTAL CONTRACT. CUSTOMER ACKNOWLEDGES THAT S/HE HAS RECEIVED IN GOOD ORDER ALL RENTED ITEMS AND OTHER GOODS LISTED ON THE CONTRACT.
2. INDEMNITY/HOLD HARMLESS. CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE ITEMS RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS ALL IN FUN INC. FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGEMENTS, ATTORNEY'S FEES AND COSTS OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE ITEMS RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF Superior Event Rentals, INC.
3. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL RENTED ITEMS, INCLUDING THEIR SAFE AND PROPER USE, OPERATION, MAINTENANCE, AND RETURN TO A Superior Event Rentals, Inc.. CUSTOMER IS RESPONSIBLE FOR ALL LOSS, DAMAGE, OR REPAIR.
4. Superior Event Rentals, Inc. MAKES NO WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTIES, EXPRESSED OR IMPLIED.
5. THIS RENTAL CONTRACT FORMS THE SOLE AGREEMENT BETWEEN THE CUSTOMER AND Superior Event Rentals, Inc.. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD Superior Event Rentals, inc. HARMLESS FOR ANY CLAIMS FROM CUSTOMERS USE OR MISUSE, INCLUDING ANY THIRD PARTIES FOR LOSS, INJURY, AND DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE CUSTOMER'S NEGLIGENCE OR OPERATION INCLUDING LEGAL COSTS INCURRED IN DEFENSE OF SUCH CLAIMS.
6. OPERATORS SHOULD READ ALL WARNINGS AND INSTRUCTIONS (SAFETY INSTRUCTIONS).
7. RETAKING OF EQUIPMENT: IF CUSTOMER FAILS TO RETURN ALL RETURNED ITEMS UPON AGREED TIME, CUSTOMER AGREES TO PAY FOR ALL ADDITIONAL CHARGES. IF CUSTOMER REFUSES TO RETURN RENTED ITEMS, THE CUSTOMER AGREES THAT All In Fun Inc. AND ITS AGENTS MAY TAKE ALL REASONABLE ACTIONS NECESSARY TO RECOVER RENTED ITEMS WITHOUT PRIOR NOTICE OR LEGAL PROCESS.
8. CUSTOMER ACKNOWLEDGES THE POSSIBILITY OF INJURY AND WILL PROVIDE ADULT SUPERVISION AT ALL TIMES ACCORDING TO THE RULES GIVEN TO

RENTAL PARTY PRIOR TO EVENT, WRITTEN INSTRUCTION, OR VERBAL.

9. ATTORNEY FEES: CUSTOMER AGREES TO PAY ALL REASONABLE ATTORNEY FEES AND COURT COSTS INCURRED BY Superior Event Rentals, Inc. IN ENFORCING THESE TERMS AND CONDITIONS.

10. CANCELLATION POLICY REQUIRES A WRITTEN NOTICE PRIOR TO DELIVERY REQUIRED FOR ALL RENTAL EQUIPMENT. CANCELLATIONS WILL INCUR A 25% RESTOCK FEE. CANCELLATIONS MADE LESS THAN 72 HOURS IN ADVANCE OF THE DELIVERY DATE OR CUSTOMER'S SCHEDULED PICK UP DATE WILL INCUR A 50% RESTOCK FEE OR A MINIMUM OF \$15.00. CANCELLATIONS MADE ONCE ITEMS ARE LOADED ON THE TRUCK WILL INCUR A 100% RESTOCK/CANCELLATION FEE. ALL SPECIAL ORDER ITEMS OR RETAIL SALES ARE NON-REFUNDABLE.

11. On those items where a damage waiver is charged, damage waiver modifies the customers responsibility stated in item 3. The Damage Waiver is not insurance. By the renter accepting the "Damage Waiver" on the front of this rental agreement as specified subject to the limitations and exclusions below, Superior Event Rentals, Inc agrees to modify the terms of this contract and relieve you of liability for accidental damage to the rented equipment on this contract, and for loss due to fire, collision, windstorm, upset and riot. Superior Event Rentals, Inc. excluded from this waiver, however, any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or any loss due to your failure to care for the rental equipment as a prudent person would his/her own property. If any such loss tends to indicate a crime may have been committed, a further condition of the waiver is that you must file a report to the proper law enforcement authorities and furnish us a copy. In addition, if you have insurance for the loss or damage, you shall exercise, and shall empower Superior Event Rentals, Inc. to exercise, all your rights to obtain recovery under insurance, shall cooperate with Superior Event Rentals, Inc. to obtain recovery and all insurance proceeds shall be given or assigned to Superior Event Rentals, Inc.

SIGNED _____ DATE _____

