

Ground Lease

By and Between

City of Jacksonville (“Landlord”)

and

Florida Youth Maritime Training, Inc.

and

Mayport Waterfront Inc.

(Collectively, “Tenants”)

LEASE AGREEMENT
Facility: Mud Hole Property

THIS LEASE AGREEMENT (“Lease”) is entered into and effective as of the _____ day of _____, 20__, (“**Effective Date**”), by and between (i) **City of Jacksonville**, a consolidated political subdivision and municipal corporation existing under the Constitution and the laws of the State of Florida (“**Landlord**”), and (ii) **Florida Youth Maritime Training Inc.**, a not for profit Florida corporation and (iii) **Mayport Waterfront, Inc.**, a not for profit Florida corporation (collectively, “**Tenants**”).

Tenants desire to lease from Landlord, and Landlord agrees to lease to Tenants, certain real property located at 4212 Ocean Street, Jacksonville, Florida 32206 (RE# 168259 0000), comprising approximately 0.77 acres (the “**Premises**”), upon which Tenants plan to construct a concrete pad for training in mechanical and diesel engine repair, a pergola to provide shade and a storage shed (the “**Improvements**”) and associated parting and related facilities, for the term and on the conditions set forth herein.

NOW, THEREFORE, Landlord and Tenants hereby agree as follows:

SECTION 1: PREMISES

1.1 Description.

(a) Premises. For and in consideration of Tenants’ covenant to pay the rental and other sums provided for herein, and the performance of the other obligations of Tenants hereunder, Landlord leases to Tenants, and Tenants lease from Landlord, the Premises legally described on Exhibit A-1 attached hereto, and depicted on Exhibit B-1 (the “**Site Map**”) attached hereto.

1.2 Term. The initial term of this Lease (“**Initial Term**”) shall commence on the **Effective Date**. The Initial Term shall end ten (10) years after the Effective Date.

(a) Term to be Inclusive. Whenever the word “**Term**” is used in this Lease, it shall be deemed to include the Initial Term and any exercised Renewal Periods as described in Section 1.3.

1.3 Tenants’ Right to Extend. Tenants shall have the right to extend the Term at the end of the Initial Term described in Section 1.2 above for one (1) period of three (3) years (the “**Renewal Period**”), by giving notice as provided in Section 1.3(a).

(a) Notice. Such renewal shall be effective only if written notice of the exercise of such right to extend shall be given to Landlord no later than six (6) months prior to expiration of the then existing Term.

(b) Terms and Conditions. Tenants’ occupancy during the Renewal Periods shall be upon the same terms and conditions as provided in this Lease.

1.4 Landlord’s Warranties. Landlord represents, warrants and covenants that:

(a) Title. Fee simple title to the Premises is vested in Landlord.

(b) Liens and Encumbrances. Except for liens or encumbrances created by or through Tenants, or based upon Impositions (as hereinafter defined) which are the responsibility of Tenants under this Lease, Landlord shall not, after the date hereof, agree to or create or permit or suffer to be created any liens or encumbrances on the Premises which (i) are not specifically stated in writing to be junior to this Lease, or any New Lease, or (ii) are inconsistent with the obligations of Landlord hereunder.

(c) Power and Authority. Landlord has the authority and power to enter into this Lease and to consummate the transaction provided for herein. This Lease and all other documents executed and delivered by Landlord have been duly authorized, executed and delivered by Landlord and constitute legal, valid, binding and enforceable obligations of Landlord.

(d) Quiet Enjoyment. Tenants shall at all times during the Term of this Lease have the right to peacefully and quietly have, hold, occupy and enjoy the Premises, subject to the terms of this Lease, without hindrance or molestation from Landlord or any person claiming by, through or under Landlord.

(e) No Violations and Actions. The execution, delivery and performance by Landlord of its obligations under this Lease will not conflict with or result in a breach of any law, governmental rule, regulation, judgment, decree or order or the provisions of any contract to which Landlord is a party or by which it is bound. There is no action, suit, proceeding (including but not limited to any condemnation proceeding) or investigation pending, or to Landlord's knowledge threatened, before any agency, court or other governmental authority which relates to the Premises or the use thereof.

(f) Compliance. The Premises complies with all applicable governmental requirements in respect of the use, occupation and construction thereof, including but not limited to environmental, zoning, platting and other land use requirements, and Landlord has received no notice of and has no knowledge of any violations or investigations relating thereto. There is no default or breach by Landlord under any covenants, conditions, restrictions, rights-of-way, or easements which may affect the Premises or any portion thereof.

(g) No Lender. There is no mortgagee or other lender holding a security interest in the Premises, and Landlord covenants that it shall not grant or permit to be granted a security interest in the Premises without Tenants' consent, which consent may be withheld in Tenants' sole and absolute discretion.

1.5 Tenants' Warranties. Tenants represents and warrants that:

(a) Tenants are not for profit corporations duly organized, validly existing, and in good standing under the laws of the State of Florida;

(b) This Lease and all other documents executed and delivered by Tenants have been duly authorized, executed and delivered by Tenants and constitute legal, valid, binding and enforceable obligations of Tenants.

(c) Tenants will operate the premises in accordance with this Lease as set forth in Section 1.6 and elsewhere herein.

1.6 Use. The Premises is leased to Tenants for use in connection with vocational and educational purposes.

SECTION 2: RENTAL

2.1 Definitions. The following terms shall have the following meanings:

(a) “**Year**” shall mean the calendar year and “**Month**” shall mean the calendar month.

(b) “**Affiliate**” of any party shall mean any other person or entity which controls, is controlled by or is under common control with the party.

2.2 Rent. Tenants covenants and agrees to pay Landlord rent of one dollar (\$1.00) per year for each year of the Initial Term and Renewal Period (“**Rent**”).

2.3 Rent Payments. Rent and other sums to be paid by Tenants shall be payable in lawful money of the United States of America. All payments of Minimum Rent shall be made by Tenants to Landlord without notice or demand at the place provided in Section 17.9.

SECTION 3: UTILITIES; TAXES; PERMITTED CONTESTS

3.1 Utilities. Beginning on the Effective Date, Tenants shall pay or cause to be paid prior to delinquency, and shall indemnify, defend and hold harmless Landlord and the Premises from all charges for public or private utility services to or for the Premises during the Term, including without limiting the generality of the foregoing, all charges for heat, light, electricity, water, gas, telephone service, garbage collection, sewage, drainage service and other services and utilities used or contracted for by Tenants.

3.2 Taxes. Beginning on the Effective Date, Tenants shall pay prior to delinquency each and every one of the following arising during the Term (collectively the “**Impositions**”):

(1) All taxes imposed on or with respect to personal property, inventory and intangibles located on or used in connection with the Premises;

(2) All other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges (including interest and penalties thereon), which at any time during the Term may be assessed, levied, confirmed or imposed on or in respect of or right or interest in the Premises, or any occupancy, use or possession of or activity conducted thereon or any part thereof, expressly excluding, however, any such items arising directly or indirectly out of any act or omission of Landlord, any of Landlord’s predecessors in title or any other person occurring prior to the Commencement Date.

(3) Notwithstanding the foregoing, the term “Impositions” shall not include any federal, state, or local tax measured by net or gross income, estate, succession, inheritance or transfer tax, gross receipts tax, business and occupation tax, withholding, profit or revenue tax or charge levied upon the Rent payable to Landlord under the terms of this Lease (except to the extent such tax is imposed on Landlord in lieu of real property ad valorem taxes on the Premises), any franchise, capital or doing business tax or license fee that may be levied upon or against Landlord or any successor or corporate landlord or any similar obligations assessed against or imposed on Landlord by any governmental body.

SECTION 4: CONSTRUCTION OF IMPROVEMENTS; OWNERSHIP

4.1 Ownership of Improvements. During the Term of this Lease, any Improvements constructed by Tenants, including, without limitation, any additions, alterations and improvements thereto or replacements thereof and any appurtenant fixtures, machinery and equipment installed therein shall be the property of Tenants. Landlord hereby waives any statutory or common law Landlord’s lien in any improvements or any of Tenants’ property therein. At the expiration or sooner termination of this Lease, any Improvements and any additions, alterations and improvements thereto or replacements thereof except for such of Tenants’ fixtures, machinery and equipment as it desires to remove, shall become the property of Landlord.

4.2 Control. Notwithstanding anything to the contrary in this Lease, during the Term of this Lease Tenants shall have exclusive control and possession of the Premises.

4.3 Surrender Upon Termination. Upon the expiration or sooner termination of this Lease, Tenants shall remove such of its fixtures, machinery, equipment and personal property as it desires and shall surrender the Premises to Landlord. Tenants’ fixtures, machinery, equipment and personal property not removed by Tenants at expiration or sooner termination of this Lease or within a reasonable time thereafter shall be considered abandoned and Landlord may dispose of such property, at Landlord’s sole cost and expense, in accordance with the law governing abandoned property in effect at the time of abandonment.

SECTION 5: TENANTS FINANCING

INTENTIONALLY DELETED

SECTION 6: DAMAGE OR DESTRUCTION

6.1 Repairs, Alterations and Further Improvements. In the event of damage to or destruction of Improvements on or to the Premises to be covered by the insurance described in Section 7.

6.2 Prompt Repair. If Tenants pursuant to the terms hereof are obligated or elects to repair, replace, reconstruct or rebuild the Improvements or any portion thereof as hereinabove provided, the same shall be effected at Tenants’ cost and expense (which may be paid from insurance proceeds available as above provided), and Tenants shall diligently commence and continuously carry out such repair, replacement, reconstruction or rebuilding to full completion

as soon as possible, except to the extent of delays due to strikes, lockouts, shortages of labor or materials after due diligence in obtaining the same, governmental restrictions, fire, casualty, riot, act of God, act of the public enemy, terrorist acts, or other causes beyond the reasonable control of Tenants after the exercise of due diligence, including diligence in contracting, and the exercise of rights under contracts with contractors and suppliers. If the terms of any Leasehold Mortgage require the application of any material portion of any property damage proceeds to be applied to reduce obligations secured by the Leasehold Mortgage, then Tenants shall have a reasonable time to obtain alternative financing but the Rent shall not abate during any such additional period beyond a reasonable period to repair, replace, reconstruct or rebuild the Improvements.

SECTION 7: INSURANCE - PLEASE SEE "EXHIBIT C" OF THIS LEASE

SECTION 8.: CONDEMNATION

8.1 Taking. In the event of the taking or condemnation by any competent authority for any public or quasi-public use or purpose of the whole or any portion of the Premises or materially all of the Premises at any time during the Term, the Landlord shall receive 100% of any compensation paid by the condemning authority provided that Landlord shall reimburse Tenant for the value of the Improvements, less depreciation. The Lease Term shall cease as of the date of possession by the condemnor and all Rent shall be apportioned as of the date of possession.

SECTION 9: TENANTS TO COMPLY WITH LAWS

Tenants shall at all times during the Term of this Lease, at Tenants' sole cost and expense perform and comply in all material respects with laws, rules, orders, ordinances, regulations and requirements now or hereafter enacted or promulgated which are applicable to the Premises and the business of Tenants conducted with respect thereto. Upon request of Tenants, Landlord shall reasonably cooperate, at Tenants' sole cost and expense, to facilitate such performance and compliance.

SECTION 10: INSPECTION BY LANDLORD

10.1 Inspection of Premises. Landlord and Landlord's agents and representatives shall be entitled, from time to time, upon reasonable notice to Tenants and at such times reasonably agreed upon by Tenants, to go upon and into the Premises for the purpose of:

(a) Inspecting the same; or

(b) Inspecting the performance by Tenants of the agreements and conditions of this Lease.

Landlord shall assume no duty or liability with respect to the Premises or its maintenance as a result of such inspection.

During the last twelve (12) months of the Term of this Lease, Tenants shall permit inspection of the Premises at reasonable times and for reasonable periods by or on behalf of prospective Tenants and prospective purchasers.

SECTION 11: INDEMNIFICATION- PLEASE SEE “EXHIBIT D” OF THIS LEASE

SECTION 12 : SUBLETTING AND ASSIGNMENT

12.1 Subletting and Assignment. Tenants may assign any interest in this Lease or sublet the whole or any part of the Premises with the prior written consent of Landlord. Consent to any such assignment, subletting or transfer shall not operate as a waiver of the necessity of consent to any subsequent assignment, subletting or transfer. Tenants upon request shall provide Landlord with copies of all assignments, subleases and assumption agreements.

12.2 Assignee Obligations. Any assignee shall assume in writing all obligations of Tenants under this Lease accruing from and after the date of the assignment in form reasonably acceptable to Landlord.

SECTION 13: LANDLORD AND TENANTS TO FURNISH STATEMENT

INTENTIONALLY DELETED

SECTION 14: DEFAULT

14.1 Event of Default. The occurrence of any of the following shall constitute an Event of Default:

(a) Payments to Landlord. Failure of Tenants to make any payment of Rent owing to Landlord hereunder within five (5) days after written notice is given to Tenants by Landlord, or to pay, within ten (10) days after written notice is given to Tenants by Landlord, any Imposition or any other payment which if not paid will result in a lien on the Premises.

(b) Other Covenants. Tenants or Landlord being in breach of, or Tenants or Landlord failing to perform, comply with, or observe any other term, covenant, warranty, condition, agreement or undertaking contained in or arising under this Lease other than those referred to in Section 14.1(a) and such failure continues for a period of thirty (30) days after written notice thereof is given by the non-defaulting party to the defaulting party, provided, that, if such default cannot reasonably be cured within such thirty (30) day period, such thirty (30) day period shall be extended so long as the defaulting party diligently and continuously prosecutes such cure.

(c) Insolvency.

(1) Tenants making an assignment for the benefit of creditors, filing a petition in bankruptcy, petitioning or applying to any tribunal for the appointment of a custodian, receiver or any trustee for it or a substantial part of its assets, or commencing any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or if there shall have been filed any such petition or application, or any such

proceeding shall have been commenced against it, in which an order for relief is entered or which remains undismissed for a period of ninety (90) days or more; or Tenants by any act or omission indicating its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee for it or any substantial part of any of its properties, or suffering any such custodianship, receivership or trusteeship to continue undischarged for a period of ninety (90) days or more;

(2) Tenants being generally unable to pay its debts as such debts become due; or

(3) Tenants having concealed, removed, or permitted to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them, or making or suffering a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or suffering or permitting, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings or distraint which is not vacated within ninety (90) days from the date thereof.

(4) **Notice of Cure Periods.** Landlord and Tenants acknowledge and agree that no Event of Default shall be deemed to occur under this Lease unless and until any and all applicable grace, cure, and notice periods shall have expired.

14.2 Termination of Lease. In addition to all other rights and remedies available to Landlord at law or in equity following an Event of Default by Tenants, Landlord may, at any time after the occurrence of any Event of Default on the part of Tenants, and while the same remains unremedied, give notice to Tenants of its intention to terminate this Lease, in which case, unless within fifteen (15) days after the giving of such notice, the condition creating or upon which is based such Event of Default is cured, this Lease shall terminate as of the expiration of such fifteen (15) days and Landlord may reenter upon the Premises and have possession thereof;

14.3 Effect of Termination. Upon termination of the Term under this Section 14, all rights and privileges of Tenants and all duties and obligations of Landlord hereunder shall terminate. Immediately upon such termination of the Term, and without further notice to any other party, Landlord shall have the right to assert, perfect, establish and confirm all rights reverting to Landlord by reason of such termination by any means permitted by law, including the right to take possession of the Premises together with all Improvements thereto, subject to Tenants' rights to remove its property as provided herein, and to remove all persons occupying the same and to use all necessary lawful force therefor and in all respects to take the actual, full and exclusive possession of the Premises and every part thereof as Landlord's original estate, thereby wholly terminating any right, title, interest or claim of or through Tenants as to the Premises or the Improvements or fixtures and alterations to the Improvements, and all personal property located on the Premises, all without incurring any liability to Tenants or to any person occupying or using the Premises for any damage caused or sustained by reason of such entry or such removal, except for damage resulting from Landlord's negligence or willful misconduct in

effecting such removal. Provided, however, that Landlord shall use commercially reasonable efforts to mitigate its damages.

14.4 Termination for Convenience. Landlord may terminate this Lease for any reason or for no reason at all upon the provision of sixty (60) days written notice to Tenants, and the effect of such termination upon the parties shall be as set forth in paragraph 14.3 above.

14.4 No Waivers. No failure by any party hereto to insist upon the strict performance of any provision of this Lease or to exercise any right, power or remedy consequent to any breach thereof, and no waiver of any such breach, or the acceptance of full or partial rent during the continuance thereof, shall constitute a waiver of any such breach or of any such provision. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the rights of any party hereto with respect to any other then existing or subsequent breach.

SECTION 15: ARBITRATION

Intentionally Deleted.

SECTION 16: RIGHT OF FIRST REFUSAL AND OPTION TO PURCHASE

Intentionally Deleted

SECTION 17: MISCELLANEOUS

17.1 No Partnership. Nothing contained herein or in any instrument relating hereto shall be construed as creating a partnership or joint venture between Landlord and Tenants or between Landlord and any other party, or cause Landlord to be responsible in any way for debts or obligations of Tenants or any other party.

17.2 Time of the Essence. Time is hereby expressly declared to be of the essence of this Lease and of each and every term, covenant, agreement, condition and provision hereof. The word “day” means “calendar day” as used for computation of time periods herein and the computation of time shall include Saturdays, Sundays and holidays. The phrase “business day” means any day on which commercial banks are generally open for business. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day.

17.3 Captions. The captions of this Lease and the table of contents preceding this Lease are for convenience and reference only, and are not a part of this Lease, and in no way amplify, define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

17.4 Meaning of Terms. Words of any gender in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires. All exhibits referenced herein or attached hereto are incorporated in this Agreement.

17.5 Lease Construed as a Whole. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against Landlord or Tenants.

17.6 Severability. If any provision of this Lease (other than those relating to payment of rent) or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

17.7 Survival. Each provision of this Lease which may require the payment of money by, to or on behalf of Landlord or Tenants or third parties after the expiration of the Term hereof or its earlier termination shall survive such expiration or earlier termination.

17.8 Amendment. This Lease may be amended only in writing, signed by both Landlord and Tenants.

17.9 Notices. All notices, demands, requests, or other writings in this Lease (each a "Notice") provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, or by any Mortgagee to either party shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) sent by a nationally recognized overnight delivery service, (iii) electronically transmitted (including facsimile) with confirmation sent by another method specified in this Section 17.9 or (iv) if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepared to: depositing the same in the United States mails, certified, registered or equivalent, return receipt requested, postage prepaid, properly addressed, and sent to the following addresses or:

Landlord: _____

With a Copy To: _____

Tenants: _____

With a Copy To:

or to such other address as either party may from time to time designate by Notice to the other or to any Mortgagee. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

17.10 Attorneys' Fees. In any proceeding or controversy associated with or arising out of this Lease or a claimed or actual breach thereof, or in any proceeding to recover the possession of the Premises, each party shall pay its own fees and costs.

17.11 Interest. Except as otherwise specifically provided herein, any amounts due from one party to the other pursuant to the terms of this Lease, including amounts to be reimbursed one to the other, shall bear interest from the due date or the date the right to reimbursement accrues at the prime rate of interest published in the Wall Street Journal or similar publisher of business statistical data, plus two percent (2%); provided, however, that such rate shall not exceed, in any event, the highest rate of interest which may be charged under applicable law without the creation of liability for penalties or rights of offset or creation of defenses. For purposes of interest calculations, the due date of amounts or the date the right to reimbursement accrues shall be deemed the date that it originally was owing but may have been disputed, as distinguished from the date of final settlement or the making of a judicial or arbitration award.

17.12 Consents and Approvals. Whenever the consent or approval of Landlord or Tenants is required hereunder, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

17.13 Governing Law. This Lease shall be construed according to and governed by the laws of the state of Florida.

{Signature Page Follows}

IN WITNESS WHEREOF, Landlord and Tenants have entered into this Lease as of the date first written above.

LANDLORD: **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: _____
Name: _____
Its: _____

TENANTS: **FLORIDA YOUTH MARITIME TRAINING, INC.**, a Florida not for profit corporation

By: _____
Name: _____
Its: _____

MAYPORT WATERFRONT INC., a Florida not for profit corporation

By: _____
Name: _____
Its: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF PREMISES

A portion of the Andrew Dewees Grant, Section 38 and a portion of unsurveyed Section 30, Township 1 South, Range 29 East, Duval County, Florida, and being particularly described as follows:

Beginning at the northeast corner of the United States Coast Guard Station property as described in Official Records Volume 1387, page 596, of the current public records of said County, said point lying on the northwesterly right of way line of State Road A-1-A (Ocean Street) (a 100 foot right of way); thence departing said right of way line and along the northeasterly boundaries of said United States Coast Guard Station property and the prolongation into the St. Johns River, the following (5) courses: (1) North 52 degrees 39 minutes 55 seconds West, a distance of 200.00 feet; thence course (2): North 36 degrees 54 minutes 05 seconds East, a distance of 39.60 feet; thence course (3) North 52 degrees 39 minutes 55 seconds West, a distance of 86.00 feet; thence course (5): North 52 degrees 39 minutes 55 seconds West, into the waters of the St. Johns River, a distance of 122.70 feet; thence North 38 degrees 44 minutes 44 seconds East, a distance of 230.45 feet to the prolongation of the lands described in Official Records Book 8980, page 2056, public records of said Duval County; thence along the southerly boundaries of said lands described in Official Records Book 8980, page 2056, and the prolongation thereof, the following (4) courses: (1) South 61 degrees 11 minutes 14 seconds East, a distance of 269.63 feet; then course (2): South 61 degrees 10 minutes 55 seconds East, a distance of 111.50 feet; then course (3) North 28 degrees 04 minutes 13 seconds East, a distance of 67.37; thence course (4) South 61 degrees 26 minutes 43 seconds East, a distance of 34.64 feet to the aforementioned northwesterly right of way line of State Road A-1-A; thence South 36 degrees 54 minutes 05 seconds West, along said northwesterly right of way line, a distance of 408.24 feet to the Point of Beginning.

EXHIBIT B-1
PROJECT SITE MAP



Exhibit C

Insurance Requirements

Without limiting its liability under this **Lease**, Tenant, and its subcontractors shall always during the term of this **Lease** procure prior to commencement of work to maintain coverages for the life of this **Lease and** shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Policy Limit
	\$ 1,000,000 Each Employee/Disease

This insurance shall cover the **Tenant** (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Damage to Rented Premises
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	\$1,000,000	Combined Single Limit
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(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

- A. Certificates of Insurance. Tenant shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract , Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below.
- B. Additional Insured: All insurance except Worker's Compensation, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Tenant Insurance Primary. The insurance provided by the Tenant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Duval County Clerk of the Circuit and County Courts and the City of Jacksonville and their respective members, officers, officials, employees and agents
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Lease shall remain the sole and exclusive responsibility of the named insured Tenant. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.
- G. Lease Insurance Additional Remedy. Compliance with the insurance requirements of this Lease shall not limit the liability of the Tenant or its subcontractors, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this Lease or otherwise.
- H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by Tenant shall relieve Tenant of Tenant's full responsibility to provide insurance as required under this Contract.
- I. Notice. The Tenant shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If

such endorsement is not provided, the Tenant, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.

- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Tenant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.
- L. Special Provision: Prior to executing this Agreement, Tenant shall present this Lease and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of the Lease Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contract.

Exhibit D

INDEMNIFICATION

Tenant and its subcontractors (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the “**Indemnified Parties**”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party’s performance of the **Lease**, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this **Lease** contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the **Lease**; and

3. Intellectual Property Liability, to the extent this **Lease** contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this **Lease** (the “**Service(s)**”), any product generated by the Services, or any part of the Services as contemplated in this **Lease**, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Lease**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.