

**AGREEMENT  
BETWEEN  
CITY OF JACKSONVILLE  
AND  
JACKSONVILLE OFFSHORE SPORTS FISHING CLUB INC.  
FOR  
USE OF WILLIAM “BILL” GULLIFORD, JR. COMMUNITY CENTER**

**THIS AGREEMENT** for use of the William “Bill” Gulliford, Jr. Community Center (the “Facility”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (“Jacksonville”), and **JACKSONVILLE OFFSHORE SPORTS FISHING CLUB INC.**, a Florida not for profit corporation with an address at 3948 3<sup>rd</sup> Street South, #232, Jacksonville Beach, Florida 32250 ( the “JOSFC”).

**W I T N E S S E T H:**

**WHEREAS**, Jacksonville is the owner of the property commonly known as the William “Bill” Gulliford, Jr. Community Center, as more particularly described in **Exhibit A**, attached hereto and made a part hereof (the “Facility”); and

**WHEREAS**, JOSFC desires to use the Facility for the purposes set forth in Section 2 of this Agreement, Permitted Use of the Facility; and

**WHEREAS**, JOSFC is willing to indemnify, defend, and hold Jacksonville harmless from damages and expenses which may be incurred as a direct or indirect result of JOSFC’s use of the Facility and certain other conditions; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants contained herein and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties hereto agree as follows:

1. License. Jacksonville shall license to JOSFC for the Term certain real property, said real property being the William “Bill” Gulliford, Jr. Community Center, as more particularly described in **Exhibit A**.
2. Permitted Use of the Facility.
  - (a) JOSFC shall only use the Facility for the Permitted Use stated in this section. No other use of the Facility is permitted without the prior written consent of Jacksonville, which consent may be withheld in the sole discretion of Jacksonville.
  - (b) JOSFC is permitted to use the Facility twice a month for meetings. On each meeting day, JOSFC is permitted to use the Facility between 4 p.m. and 11 p.m. (including meeting set up and clean up/closing). JOSFC is permitted to use the first-floor meeting room, kitchen, restrooms and parking lot. JOSFC meetings shall be free and open to the public and cover topics as JOSFC desires including, for example, information on sports fishing, artificial and natural reefs, safe boating

and marine and natural resources conservation as well as hands-on instruction on bait rigging, cast net throwing, trailer backing, and boat maintenance.

- (c) JOSFC is permitted to host the annual "El Cheapo Fishing Tournament" and other events in coordination with the Parks, Recreation and Community Services Department's (hereinafter the "Department") Permitting office. All tournament and other event dates shall be approved by the Department's Permitting office in accordance with existing Permitting rules and regulations. The tournament and other events shall follow existing Permitting rules and regulations especially as to insurance and indemnification. JOSFC is not exempt from the Department's rules and regulations regarding Permitting or Special Events.
- (d) JOSFC shall have exclusive use of the large, second-floor storage room with separate lock and key. At all times during the Term of this Agreement, Jacksonville shall have a key to the second-floor storage room.
- (e) JOSFC may place its personal property on or within the Facility during the Term from time to time at its discretion; however, all JOSFC's personal property that may be on the Facility during the contract Term shall be thereon at JOSFC's sole risk.
- (f) JOSFC acknowledges that their use of the Facility is shared with other users and the City of Jacksonville; therefore, JOSFC's permitted use is contingent upon the following cleaning requirements: i) After each use of the Facility, JOSFC shall leave the Facility in a clean condition and report cleaning thereof to the Department on the Department's Community Center Cleaning Checklist, in substantially the same form attached hereto as **Exhibit B** and incorporated herein; ii) after each use of the Facility, JOSFC shall leave the Facility meeting rooms, kitchen, restrooms, parking lot, and public areas so the building is ready to be used by another individual/organization or by Jacksonville the next day. This contract shall terminate if JOSFC does not leave the building in clean condition as to its own use as determined by the Department.
- (g) By January 1<sup>st</sup> of each year of the Term, JOSFC shall submit proposed dates of use for the following calendar year.

3. Non-Interference. JOSFC's use of the Facility shall at all times be in common with Jacksonville and Jacksonville's officers, employees, agents, representatives, invitees, licensees, and other permitted users. It is understood and agreed that JOSFC's use of the Facility shall not interfere with Jacksonville's use of the Facility. In the event of any such interference, JOSFC, upon receipt of written notice from Jacksonville, shall cause any such interference to cease and make such modifications in its use of any or all of the Facility as may be reasonably required to prevent such interference. Use of the Facility or portions thereof by Jacksonville for the purpose of providing access to the general public may occur concurrently with the term of this Agreement.

4. Title. Title to the Facility shall remain vested in Jacksonville, subject to the covenants, conditions, and terms of this Agreement, and JOSFC shall have no interest in title to the Facility but shall only have the right to use the Facility as set forth herein.

5. Fees. There shall be an annual fee paid to Jacksonville by JOSFC for use of the Facility for meetings and tournaments of \$1.00.

6. Term: The term of this Agreement is a period of time commencing on the Effective Date and continuing for three (3) years through \_\_\_\_\_, 2026, unless sooner terminated by either party. This Agreement may be renewed for two (2) additional three-year periods upon the mutual agreement of the parties under the same terms and conditions as are set forth herein. Notice of JOSFC's request for an additional term must be given to Jacksonville in writing at least six (6) months prior to the end of the then current term. Renewals, if agreed upon by the parties and properly requested in writing by JOSFC, will be processed by Administrative Award of Jacksonville's Procurement Division under the authority of the legislation authorizing this Agreement.

7. Taxes. JOSFC shall bear, pay and discharge, on or before the last day on which payment may be made without penalty or interest, all taxes, if any, which shall or may, during the term of this Agreement, be lawfully charged, laid, levied, assessed, imposed, become due and payable, or become liens upon, or arise in connection with the use of the Facility.

8. Compliance with Governmental Requirements. During the Term, JOSFC shall comply with all Governmental Requirements as defined herein that govern or affect the Facility and the use thereof for any reason. JOSFC shall notify Jacksonville of its violation of any Governmental Requirement immediately after JOSFC's knowledge thereof, and JOSFC shall diligently and prudently take requisite action to correct any violations of Governmental Requirements as soon as reasonably possible after the discovery of same.

9. Annual Report. On an annual basis, on a date established by the Community Programming Division Chief, JOSFC shall present an Annual Report to the Department. Such Report shall illustrate and explain:

- (a) Name and contact information of Corporate Officers;
- (b) Dates and hours of anticipated use and operation for the upcoming year and goals and objectives for the upcoming year's scheduled programming;
- (c) Prior year's successes (and challenges if any) and synopsis of prior year's programming and activities to include the number of clients served;
- (d) A financial statement for the organization's activities at the Facility;
- (e) Statement to the Department signed by an Officer of the organization confirming the organization is in compliance with Jacksonville's Background Screening Policy;
- (f) Statement to the Department signed by an Officer of the organization confirming the  
  - (g) a list of fees and charges to the public for the upcoming year;
  - (h) proof of insurance; organization is in compliance with Governmental Regulations;
  - (i) verification of corporate status; and,
  - (j) such other information as requested by Jacksonville.

10. Signage and Promotional Materials. No signage shall be placed on or about the Facility until such signage has been reviewed and approved by the Department. Promotional materials for all meetings, tournaments, and events shall acknowledge the City of Jacksonville logo.

11. Utilities. Jacksonville shall be responsible for the costs of utilities.

12. Damage to Property. JOSFC shall, at its sole cost and expense, repair, to the complete satisfaction of Jacksonville, any and all damage to the Facility and any improvements located thereon caused by or arising from JOSFC's exercise of the rights granted herein. Without limiting the generality of the foregoing, JOSFC is solely responsible and agrees to repair any damages to the Facility that result from JOSFC's use of the Facility.

13. Improvements. JOSFC shall not construct or install any improvements to the Facility without the prior written consent of Jacksonville. Such consent may be withheld in the sole discretion of Jacksonville. Any improvement to the Facility constructed by JOSFC shall be removed by JOSFC upon the expiration or termination of this Agreement. Upon the removal of any such improvement, JOSFC shall promptly restore the Facility to its condition existing prior to the construction or installation of the improvement. In the event JOSFC fails to remove the improvements and/or restore the Facility in accordance with this Agreement, Jacksonville shall have the right to perform such removal and/or restoration and invoice the cost therefor to JOSFC.

14. Liens. JOSFC shall have no power to do any act or make any contract which may create or be the foundation for any mechanic's, materialman's, or other lien or encumbrance upon the Facility.

15. Fire or Casualty. If any portion of the Facility is damaged by fire or other casualty, either party shall have the right to terminate this Agreement by providing thirty (30) days' written notice to the other. Jacksonville shall not be liable, regardless of cause, for any inconvenience or interruption of JOSFC's rights occasioned by fire or for any damages to JOSFC's property which may be occasioned by fire or other casualty. Jacksonville shall have no obligation to repair, restore, or replace any property damaged by fire or other casualty.

16. Indemnity. JOSFC shall indemnify Jacksonville as set forth in **Exhibit C**.

17. Insurance. JOSFC shall obtain and maintain the insurance coverages set forth in **Exhibit D**.

18. Hazardous Substances.

(a) JOSFC covenants and agrees that it will not cause or permit any Hazardous Substances (the "Hazardous Substances" as hereinafter defined) to be installed, placed, stored, held, located, released, or disposed of in, on, at, or under the Facility. JOSFC further covenants and agrees to indemnify Jacksonville for any loss, cost, damage, liability, or expense (including, without limitation, attorney's fees and other costs of legal representation) that Jacksonville might ever incur because of JOSFC's failure to comply with the provisions of the immediately preceding sentence. For purposes of this indemnification, the term "Jacksonville" shall mean Jacksonville as a body corporate and shall include its governing board, officers, employees, agents, successors, and assigns. This indemnification is to survive the expiration or other termination of this Agreement.

(b) For the purposes of this Paragraph 15, Hazardous Substances shall mean and include all those substances, elements, materials, or compounds that are included in any list of hazardous or restricted substances adopted by the United States Environmental Protection Agency (the "EPA") or any other substance, element, material, or compound defined or restricted as a hazardous, toxic, radioactive, or dangerous substance, material, or waste by the EPA or by any other ordinance, statute, law, code, or regulation of any federal, state, or local governmental entity or any agency, department, or other subdivision thereof, whether now or later enacted, issued, or promulgated.

19. Waiver. Any waiver at any time by Jacksonville of its rights with respect to JOSFC or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.

20. Assignment. Neither this Agreement nor any interest herein shall be transferred or assigned by JOSFC, nor shall any other party succeed to the interests of JOSFC in this Agreement.

21. Notices. Any notice, demand, or request required or authorized by this Agreement shall be

deemed properly given if mailed postage prepaid to City of Jacksonville, c/o Office of General Counsel, 117 West Duval Street, Suite 480, Jacksonville, Florida 32202, in the case of Jacksonville; and, to Tom Cavin, 3948 3<sup>rd</sup> Street South, #232, Jacksonville Beach Florida 32250, in the case of JOSFC, or to such other address as may be designated by either party.

22. Relationship of the Parties. Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto.

23. Law and Venue. This Agreement shall be enforced in accordance with the laws of the State of Florida. The agreed-upon venue is Jacksonville, Duval County, Florida.

24. Costs. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this Agreement shall be assumed and discharged by JOSFC.

25. Expiration of Term. At the expiration of the Term, JOSFC shall peaceably return to Jacksonville the Facility. It is understood and agreed between Jacksonville and JOSFC that JOSFC shall have the right to remove from the Facility all personal property of JOSFC situate at the Facility including, but not limited, to all furnishings, furniture, machinery, equipment, appurtenances, and appliances placed or installed in the Facility by same, provided JOSFC restores the after the removal therefrom.

26. Right to Terminate. Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated by either party, at any time, with or without cause, by providing ninety (90) days' written notice of such termination to the other party.

27. Entire Agreement. This Agreement represents the full, complete, and entire agreement between Jacksonville and JOSFC with respect to the subject matter hereof. No modification, alteration or amendment to this Agreement shall be binding unless in writing and executed by the parties hereto.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year set forth above.

**ATTEST:**

**CITY OF JACKSONVILLE**

\_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

\_\_\_\_\_  
Lenny Curry  
Mayor

**WITNESS:**

**JACKSONVILLE OFFSHORE SPORTS  
FISHING CLUB INC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

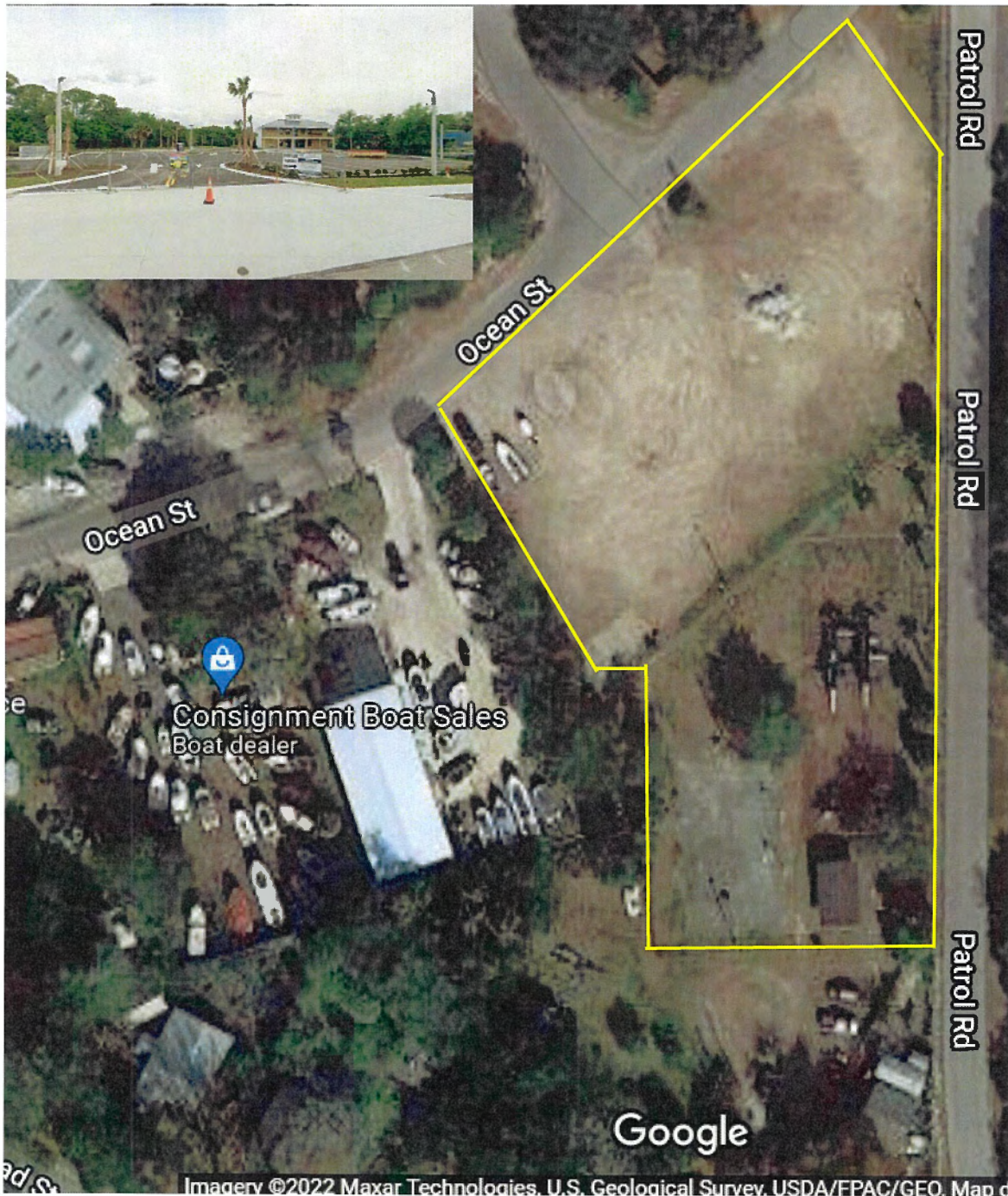
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Form Approved:

\_\_\_\_\_  
Office of General Counsel

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

The William “Bill” Gulliford Jr. Community Center is a 5,900 square foot two-story building with 2,100 square feet of exterior porches. The 1<sup>st</sup> floor holds a large community room, a caterer’s kitchen and storage room, and a class room, and office is located on the 2<sup>nd</sup> level. The building is located at David Wayne Pack Park at 4875 Ocean St, Jacksonville, Florida 32233.



**EXHIBIT B**  
**Cleaning Checklist**

- Garbage and recyclables are removed from the building and placed in the dumpster located outside the building.
- All food to be removed from the building.
- Sinks, stove and counter tops to be wiped down.
- All tables and chairs to be wiped down and broken down and put away in closet.
- Restrooms to be left in a clean and orderly manner.
- Floors to be swept. To be mopped if necessary.
- All decorations removed.



## EXHIBIT C

### Indemnity

JOSFC covenants with Jacksonville that Jacksonville, its officers, agents, employees, servants, contractors, licensees, invitees, permitted users, successors, and assigns shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of JOSFC, Jacksonville or any other person during the term of this Agreement, from any cause whatsoever, by reason of the use and enjoyment of the Facility by JOSFC (including, but not limited to, JOSFC's agents, employees, servants, contractors, invitees, and guests), and that JOSFC will indemnify and save harmless Jacksonville, its officers, agents, employees, servants, invitees, contractors, licensees, permitted users, successors, and assigns against and from all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, claims, and demands of every kind or nature arising out of:

(a) the use, occupancy and enjoyment of the Facility by JOSFC, including, but not limited to, JOSFC's agents, employees, servants, contractors, invitees, and guests;

(b) any failure by JOSFC to perform any of the agreements, terms, covenants, or conditions of this Agreement on JOSFC's part to be performed;

(c) JOSFC's failure to comply with any laws, ordinances, requirements, orders, directions, rules, or regulations of any federal, state, county, or city governmental authority;

(d) any mechanic's lien, conditional bill of sale or chattel mortgage filed against the Facility or any improvements or equipment therein or any materials used in the construction or alteration of any improvements thereon by JOSFC;

(e) improper design, defective workmanship, materials, or any other matter with respect to the construction of any improvements to the Facility by JOSFC;

(f) any act, omission, or negligence of JOSFC or any person claiming under JOSFC, including, but not limited to, JOSFC's agents, employees, servants, contractors, invitees, and guests; or

(g) any injury, loss, or damage to JOSFC or anyone claiming under JOSFC, including, but not limited to, JOSFC's guests, invitees, agents, employees, servants, and contractors or to any property of JOSFC or anyone claiming under JOSFC, including, but not limited to, JOSFC's guests, invitees, agents, employees, servants and contractors, from any cause whatsoever, whether occurring on the Facility, other adjacent property of Jacksonville, or any other property.

Notwithstanding the foregoing, JOSFC shall not be liable for damage or injury occasioned by the gross negligence or willful misconduct of Jacksonville and/or its agents, servants, or employees. This obligation to indemnify shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities actually incurred by Jacksonville from the first notice that any claim or demand is to be made or may be made. Notwithstanding any contrary provisions set forth in this Agreement, under no circumstances shall Jacksonville be liable for special or consequential damages. The provisions of this Section 12 shall survive the termination or expiration of this Agreement.

## EXHIBIT D

### Insurance

Requirements. Before entering the Facility, and without limiting its liability under this Agreement, JOSFC shall procure and maintain, at its sole cost and expense, during the term of this Agreement, insurance of the types and in the minimum amounts stated below:

<u>Schedule</u>	<u>Limits</u>
<u>Workers' Compensation</u>	
Employer's Liability (including appropriate Federal Acts)	Florida Statutory Coverage \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/ Disease
<u>Comprehensive General Liability</u>	\$1,000,000 Per Occurrence
Premises-Operations	\$2,000,000 Aggregate
Products-Completed Operation	
Blanket Contractual Liability	
Independent Contractors	
<u>Automobile Liability</u>	
All autos-owned, hired or non-owned	\$1,000,000 combined single limit

The City of Jacksonville shall be named as an additional insured under the Comprehensive General Liability coverage.

In addition to the above-described insurance coverages, JOSFC shall provide any additional insurance coverage as requested by Jacksonville. JOSFC shall include a Waiver of Subrogation on all required insurance in favor of Jacksonville.

Said insurance shall be written by an insurer holding a current certificate of authority issued by the Department of Financial Services of the State of Florida pursuant to Chapter 624, Florida Statutes. Prior to entering the Facility, Certificates of Insurance approved by Jacksonville's Risk Management Division evidencing the maintenance of said insurance shall be furnished to Jacksonville. The Certificates shall provide that no material alteration or cancellation, including through expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by Jacksonville. Any indemnification provisions in this Agreement are separate and apart from, and in no way limited by, the insurance amounts stated above.

Anything to the contrary notwithstanding, the liabilities of JOSFC under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval of nor failure to disapprove insurance furnished by JOSFC shall relieve JOSFC of the responsibility to provide insurance as required by this Agreement.



JACKOFF-02

AMACEACHERN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/16/2022

## APPROVED

By Itzel Ehrman at 1:45 pm, Nov 16, 2022

ON ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
MEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES  
INSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED  
DER.

ED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Fletcher & Company  
1211 North 3rd Street  
Jacksonville Beach, FL 32250

CONTACT Amy MacEachern  
NAME:  
PHONE (A/C, No, Ext): (904) 694-0321 FAX (A/C, No):  
E-MAIL amaceachern@fletcherandcompanyfl.com ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A : Southern-Owners Insurance Company

NAIC #  
10190

INSURED

Jacksonville Offshore Sports Fishing Club, Inc  
3948 3rd Street South  
#232  
Jacksonville Beach, FL 32250

INSURER B :  
INSURER C :  
INSURER D :  
INSURER E :  
INSURER F :

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR L/TL	TYPE OF INSURANCE	ADDL SUBR RISD. VEXD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	78131448	10/10/2022	10/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any and person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER					
	<input checked="" type="checkbox"/> POLICY	PRO- JECT	LOC	General Aggregate		
	OTHER					
	AUTOMOBILE LIABILITY					
	ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	HIREO AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR					
	EXCESS LIAB CLAIMS-MADE					
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) Y/N N/A					
	If yes, describe under DESCRIPTION OF OPERATIONS below					
	PER STATUTE OTH-ER					
	E.L. EACH ACCIDENT \$					
	E.L. DISEASE - EA EMPLOYEE \$					
	E.L. DISEASE - POLICY LIMIT \$					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: 4870 Ocean Street Jacksonville FL 32233

City of Jacksonville, its members, officials, officers, employees, and agents are Additional Insured with respect to General Liability when required by written contract. Coverage is Primary and Noncontributory. Waiver of Subrogation in favor of City of Jacksonville, its members, officials, officers, employees, and agents apply. 30 Days' Notice of Cancellation, 10 Days' Notice of Cancellation for Non payment of premium applies to City of Jacksonville

### CERTIFICATE HOLDER

City of Jacksonville  
117 W Duval Street  
Suite 335  
Jacksonville, FL 32202

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

## 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

## 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.
- c. Method Of Sharing**  
If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.  
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
- 5. Premium Audit**
- We will compute all premiums for this Coverage Part in accordance with our rules and rates.
  - Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
  - The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- 6. Representations**  
By accepting this policy, you agree:
- The statements in the Declarations are accurate and complete;
  - Those statements are based upon representations you made to us; and
  - We have issued this policy in reliance upon your representations.
- 7. Separation Of Insureds**  
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
- As if each Named Insured were the only Named Insured; and
  - Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- "Auto" means:
  - A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
- "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- "Coverage territory" means:
  - The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - All other parts of the world if the injury or damage arises out of:
    - Goods or products made or sold by you in the territory described in Paragraph a. above;
    - The activities of a person whose home is in the territory described in Paragraph a.

COMMERCIAL GENERAL LIABILITY  
CG 20 24 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Person(s) Or Organization(s)	Designation Of Premises (Part Leased To You)
CITY OF JACKSONVILLE	LOC 1:1 - 4870 OCEAN ST, JACKSONVILLE FL 32233-2428
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land;
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:  
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



3948 3rd Street South, #232, Jacksonville Beach Florida 32250

[www.jaxfish.com](http://www.jaxfish.com)

**President**  
Rob Vermillion

September 19, 2022

**Vice President**  
Derek Siegel

City of Jacksonville  
117 W Duval St, # 335  
Jacksonville, FL 32202

**Secretary**  
Jamie Underwood

**Treasurer**  
Tom Cavin

**Board Of Directors**  
Stacey Schwab  
Chris Jones  
Max Stein  
Lee Bowman  
Mark Aley  
Darrin Willingham  
Bill Pollackov  
Mayan Skenes  
Tom Ruggles

The Jacksonville Offshore Sport Fishing Club use of the  
William "Bill" Guilliford Community Center does not include  
direct supervision of children, special needs, and/or senior  
citizens

Tom Cavin,  
JOSFC Treasurer

**El Cheapo Director**  
Bill Pollackov





3948 3rd Street South, #232, Jacksonville Beach Florida 32250  
[www.joffish.com](http://www.joffish.com)

**President**  
Rob Vermillion

September 19, 2022

Coj Risk Management

**Vice President**  
Derek Siegel

RE Auto Insurance waiver Request



**Secretary**  
Jamie Underwood

The Jacksonville offshore sport fishing club requests an automobile insurance waiver as we do not own or use any motor vehicles

**Treasurer**  
Tom Cavin

**Board Of Directors**  
Stacey Schwab  
Chris Jones  
Max Stein  
Lee Bowman  
Mark Aley  
Darrin Willingham  
Bill Pollackov  
Mayan Skenes  
Tom Ruggles

President Rob Vermillion

**El Cheapo Director**  
Bill Pollackov





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**President**  
Rob Vermillion

September 19, 2022

**Vice President**  
Derek Siegel

COJ Risk Management

**Secretary**  
Jamie Underwood

RE: Workers Comp Exemption Request for General Liability  
Insurance Requirement

**Treasurer**  
Tom Cavin

**Board Of Directors**  
Stacey Schwab  
Chris Jones  
Max Stein  
Lee Bowman  
Mark Aley  
Darrin Willingham  
Bill Pollackov  
Mayan Skenes  
Tom Ruggles

The Jacksonville Offshore Sport Fishing Club requests to be considered as exempt from our license agreement requirement to provide workers compensation insurance coverage due to the fact that our organization does not meet the conditions which require this insurance under Florida State Statute section 440, chapter 17. Our organization has no paid employees and does not engage in construction work. Furthermore, I have read and understand the text of the Florida Statutes concerning workers compensation insurance and I understand my signature on his form verifies that all my questions about workers compensation have been adequately answered.

**El Cheapo Director**  
Bill Pollackov

Sincerely,

Tom Cavin,  
JOSFC Treasurer

