

LEASE AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
WILDLIFE RESCUE COALITION OF NORTHEAST FLORIDA, INC.

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this day of, _____ 2019 ("Effective Date") between the CITY OF JACKSONVILLE, a municipal corporation, "Lessor", and WILDLIFE RESCUE COALITION OF NORTHEAST FLORIDA, INC., a Florida not-for-profit corporation, whose mailing address is 3930 Novaline Lane, Jacksonville, Florida 32277, "Lessee."

RECITALS

Lessor is the owner of certain real property and improvements known as Arlington Lions Club Park as depicted on Exhibit A.

Lessee desires to lease that portion of the Park to be occupied by Lessee for the purposes of this Lease as mutually agreed between Lessee and the City's Department of Parks, Recreation and Community Services (the "Premises") and Lessor is willing to lease the Premises to Lessee on the terms and conditions of this Agreement.

In consideration of the mutual covenants and benefits of this Agreement, Lessor and Lessee agree as follows:

1. Premises: Subject to the provisions of this Agreement, Lessor leases the Premises to Lessee during the Term of this Agreement for the uses identified in this Agreement. The Premises are described on Exhibit A attached to this Agreement. Lessee is responsible, at its cost, to obtain the trailers or modular buildings depicted on Exhibit A.

2. Term and Termination: The term of this Agreement shall be for ten (10) years commencing on the Effective Date and terminating at midnight on the day that is ten years from the Effective Date (the "Term"). This Agreement may be terminated without cause by either party upon sixty (60) days' written notice to the Lessor.

3. Holding Over: If Lessee, with the Lessor's consent, remains in possession of the Premises or any part thereof after the expiration of the Term, the continued occupancy shall be a tenancy from month-to-month subject to all of the provisions of this Agreement. If this Agreement is terminated and Lessee continues to occupy the Premises without the Lessor's written consent, the continued occupancy establishes only a tenancy at sufferance between the parties. Lessee's use of the Premises during a tenancy at sufferance shall continue to be governed

by all of the provisions and of this Agreement that were in effect immediately prior to termination. The Lessor shall have the right at any time during a tenancy at sufferance to invoke any remedy provided to it under Florida Law, including terminating the tenancy on 30-days' prior written notice to Lessee. The Lessor specifically reserves the right to unilaterally amend the amount of all fees and charges charged to Lessee at any time a tenancy at sufferance is in effect.

4. Premises Use Fee: As compensation for the use of the Premises, Lessee shall pay Lessor one dollar (\$ 1.00) per annum, for use of the Premises (the "Premises Use Fee"). The Premises Use Fee shall be paid by Lessee to Lessor on the Effective Date and on each anniversary of the Effective Date thereafter, or paid in advance at any time during the Term.

5. Net Lease: Notwithstanding anything to the contrary in this Agreement, this Agreement is a "net lease". Lessee shall be solely responsible for all expenses or costs of the Premises and all expenses and costs arising from Lessee's occupancy of the Premises, this Agreement, or Lessee's use of the Premises during the Term of this Agreement, including, without limitation, taxes (ad valorem and personal property taxes, sales or use taxes, or otherwise), if any; insurance (as described in this Agreement); utilities; repairs, replacement, and maintenance of the Premises; and any security requirements of Lessee.

6. Use of Premises; Oversight. Lessee may use the premises for any necessary and appropriate uses consistent with its mission to educate and conserve while providing orphaned, injured and displaced animals with a second chance at life, including for general administrative and office use, but also to include educational, outreach, and development programs for persons and organizations such as pre-veterinary students, the Jacksonville University Wildlife Management program, and the Jacksonville Zoo, and to provide wildlife rescue and rehabilitation for the public, generally, acknowledging that the role of the City's Animal Control and Protective Services Division is limited to domestic animals. In providing wildlife rescue and rehabilitation services for the public, Lessee is not acting as an agent or partner of the City and shall not enjoy the City's sovereign immunity protections. Lessee shall use its presence on the Premises to exercise oversight over Lessor's interest in the Premises which oversight extends only to notifying Lessor of needs or deficiencies developing on Lessor's interests.

7. Access to Premises: Subject to the provisions of this Agreement, Lessee, its employees, licensees, invitees, agents, and contractors, and its or their suppliers of materials and/or services shall have a reasonable right of ingress to and egress from the Premises over roads, ways and areas ("Access Routes") now or hereafter provided by the Lessor for that purpose, if any. Lessor's exercise of this right may not interfere with Lessee's rights under this Agreement including its right of quiet enjoyment. No vehicle, piece of equipment, or machinery shall be left in an inoperable condition or stored in any Access Routes by Lessee or its agents, contractors, customers or suppliers. At any time the Lessor may close, relocate, reconstruct, or modify any or all means of access to the Premises, either temporarily or permanently; provided, Lessor will provide a comparable alternative means of access for Lessee prior to making any change to Lessee's access. The suitability of any alternative means of access shall be determined by the Lessor in its reasonable discretion.

8. **Representation:** Neither the Lessor nor its members, officers, employees or agents have made any representations or promises concerning the Premises or any services to be provided by the Lessor in connection with their use, except as expressly set forth in this Agreement. Lessee's possession of the Premises shall be conclusive evidence that the Premises were in good and safe condition at the time possession regardless of any subsequent claim by Lessee to the contrary.

9. **Assignment, Subletting and Transfers:** Lessee may not assign or transfer any of the rights granted to it by this Agreement, or sublease, assign or otherwise transfer any interest in or to the Premises without the prior written consent of Lessor, in Lessor's sole discretion.

10. **No Individual Liability:** No appointed member of the Lessor, or officer, agent, director or employee of Lessor is contractually or personally liable under this Agreement because of any breach of this Agreement or because of its execution or attempted execution by the individual.

11. **Utilities:** Lessee shall pay for all utility and related services, including water and waste water service, electrical service, janitorial service, data communication service, and trash removal service.

12. **Taxes:** Unless exempt, Lessee shall pay on or before the last day on which payment may be made without penalty or interest, all lawful taxes, assessments, and user fees, however named, that may become a lien upon or that may be lawfully levied upon the Premises because of Lessee's occupancy or use of the Premises or upon any taxable interest of Lessee in this Agreement, or any taxable possessory right Lessee may have in or to the Premises as a result of its occupancy. None of the provisions of this Agreement constitute a release or waiver by Lessor acting in its governmental capacity of its right or obligation to assess, levy and collect from Lessee any license, personal, intangible, occupation, ad valorem or other tax lawfully imposed on the business or property of Lessee, or upon the Premises. Lessee shall pay for any sales taxes imposed on Lessee, this Agreement, or the Premises Rental Fee by the laws of the State of Florida. Lessee shall reimburse the Lessor for any stormwater or solid waste fees or any other user fees or assessments paid by the Lessor in connection with the Premises.

13. **Indemnity:** Lessee indemnifies Lessor as set out in Exhibit B.

14. **Responsibility for Property and Equipment:** The Lessor is not responsible for any physical damage, theft or other loss of the property or equipment of Lessee stored or used on the Premises unless the loss or damage is caused by the sole negligence of the Lessor, and then only to the extent and under the circumstances provided by the Legislature in section 768.28, Florida Statutes. It is incumbent upon Lessee to carry and maintain the insurance coverage it deems necessary to fully protect its property and equipment.

15. **Procurement and Maintenance of Insurance:** Throughout the Term of this Agreement, without limiting its liability, the Lessee shall procure and maintain, at its expense, insurance policies of the type and with the minimum limits as stipulated in Exhibit C.

16. **Review and Adjustment of Insurance:** The insurance requirements stipulated on Exhibit C are subject to periodic review and adjustment by the Lessor to ensure compliance with industry standards. Insurance adjustment shall apply without the necessity of formal amendment to this Agreement. The Lessor may also require Lessee to provide new policies if a carrier issuing its policies is or becomes unsatisfactory to the Lessor.

17. **Maintenance:** Lessee is responsible for all maintenance of the Premises to maintain the Premises in a safe and orderly condition.

18. **Alterations:** Lessee shall make no alterations or improvements to any part of the Premises except with the Lessor's prior written approval, not to be unreasonably withheld or delayed, except that the Lessor's consent is not required to (i) install communication, fire protection, security and other systems necessary or desirable for the conduct of Lessee's business on the Premises, or (ii) make nonstructural changes to the interior of any buildings located on the Premises. All alterations or improvements made by Lessee shall be made at Lessee's sole cost and expense. If Lessor requires alterations, additions or improvements permitted by it be removed on termination of this Agreement, Lessee shall cause them to be removed at Lessee's sole cost and without damage to the Premises.

19. **Signs:** Lessee shall erect no signs except with the Lessor's prior written approval, not to be unreasonably withheld or delayed. Lessee's erection of signs shall be at its sole risk and expense and in conformity with applicable laws and ordinances. Lessee shall maintain any signs in good order and repair, which maintenance does not require Lessor's approval. Lessee shall remove any of its signs upon termination of this lease at its expense without damage to the Premises.

21. **Trade Fixtures:** Subject to the provisions of paragraph 25.(b), below, on the termination of this Agreement Lessee shall remove any trade fixtures owned by Lessee that may be removed without permanent injury to or defacement of the Premises.

22. **Compliance with the Law:** Lessee shall comply with and shall cause all its officers, employees, agents, invitees, guests, contractors and any other persons over whom it has control (including, but not limited to all persons invited or welcomed by Lessee for any purpose) to comply with all applicable municipal, state and federal laws, ordinances, and rules and regulations. If any municipal, state, or federal agency implements any law, ordinance, statute, rule, or regulation requiring the Lessor, as the owner, to take any protective or preventative actions as a result of Lessee's use or occupancy of the Premises, Lessee shall perform these functions at its expense.

23. **Permits and Licenses:** Lessee is responsible for obtaining all local, state and federal permits and licenses necessary for Lessee's operations on the Premises. Lessee shall maintain its permits and licenses throughout the Term of this Agreement and shall submit copies to the Lessor if requested to do so at no cost to the Lessor.

24. **Security:** The Lessor provides no security or guard service on or to the Premises. Lessee assumes all responsibility for the security and protection of the Premises.

(a) **Security Access.** Lessee grants the Lessor reasonable access to the Premises for Lessor to determine compliance with, and the day-to-day implementation of security plans and policies necessary to comply with all applicable local, state or federal laws or regulations. Lessee shall promptly take corrective action as directed by the Lessor necessary to achieve compliance with all laws and regulations.

25. **Surrender of Leased Premises.**

(a) **Condition of the Premises and Improvements.**

At the expiration of the Term of this Agreement or at any earlier termination, Lessee will surrender the Premises to the Lessor in a state of repair and preservation that is no worse than the condition of the property at the commencement of the Term, ordinary wear and tear excepted. Ordinary wear and tear shall not include deterioration of the Premises that could have been prevented by proper maintenance by Lessee or by Lessee properly performing any of its other obligations under this Agreement.

(b) **Title to Improvements.**

Upon expiration or termination of the Agreement, all buildings, fixtures and other improvements built on, or made to, the Premises by Lessee shall remain on the Premises and shall immediately become the exclusive property of the Lessor except that, if so requested by the Lessor, Lessee shall remove any buildings, fixtures or other improvements built on or made to the Premises by Lessee within 60 days after the expiration of the Term. All rights to equipment, trade fixtures and personal property belonging to Lessee or used by Lessee on the Premises shall be retained by Lessee. Upon surrender of the Premises, Lessee shall remove all equipment, trade fixtures and personal property belonging to it or leased from third parties, which have not assumed the characteristics of a permanent fixture. All personal property of Lessee not removed from the Premises upon termination or expiration of this Agreement shall be deemed abandoned and shall become property of the Lessor, unless the Lessor elects not to assume ownership, in which case the Lessor may store or dispose of the personal property for Lessee's benefit, in either case at Lessee's sole cost and without liability to Lessee for loss of or damage to the personal property.

(c) **Damage to Premises.**

If the Premises are partially damaged by fire, earthquake, hurricane, other weather related events, other insured peril, or other act of God, Lessor shall repair the same at Lessor's expense, subject to the provisions of this Article and provided such repairs can, in Lessor's reasonable opinion, be made within sixty (60) days. During such repairs, this Agreement shall remain in full force and effect.

If in Lessor's reasonable opinion the partially damaged Premises can be repaired, but not within sixty (60) days, the Lessor may elect, upon written notice to Lessee within thirty (30) days of such damages, to repair such damages over a longer time period and continue this Agreement in full force and effect. Lessor's notice shall include a good faith estimate of the expected completion date of such repair based on the best information reasonably available to Lessor prior to sending the notice.

If in Lessor's reasonable opinion, the Premises is totally or substantially destroyed (i.e. cannot be repaired within sixty (60) days and Lessor does not elect to repair or Lessee elects to terminate) by fire or other casualty, this Agreement shall terminate upon notice by Lessor.

(d) **Damage to Property.** Any damage caused to the Premises or the Lessor's property by the removal of any of Lessee's equipment, trade fixtures, improvements, or personal property shall be repaired by Lessee at its sole expense within a reasonable period from the time the damage occurs.

(e) **Leasehold Improvement Liens.**

Lessee shall not pledge, assign or grant any liens or encumbrances relating to the use and occupancy of the Premises or to any improvements made to or on the Premises by Lessee.

26. Defaults.

(a) **Events of Default.**

The following events constitute an "Event of Default" by Lessee under the terms of this Agreement:

(i) If Lessee transfers substantial control of its assets or its business operations or activity to any other entity unless the transfer is approved by the Lessor as stipulated in Paragraph 9; or

(ii) If the fees, charges or other payments which Lessee has agreed to pay Lessor are not received by the Lessor within 10 days of the due date; or

(iii) If Lessee files a voluntary petition for bankruptcy, or makes a general assignment for the benefit of creditors; or

(iv) If Lessee is adjudicated bankrupt; or

(v) If any act occurs that deprives Lessee permanently of the rights, powers and privileges necessary for the proper conduct and operation of its business; or

(vi) If at any time Lessee abandons and ceases to use the Premises for a period of 60 consecutive days; or

(vii) If at any time Lessee uses or allows the Premises to be used for any purpose not authorized by this Agreement; or

(viii) If Lessee uses or allows the use of the Premises in violation of any law, rule or regulation; or

(ix) If Lessee materially violates any of the provisions of this Agreement.

(b) Remedies on Event of Default.

Upon the happening and during the continuance of any Event of Default and after the expiration of any applicable cure period, the Lessor may avail itself of any remedy provided at law or in equity, including any one or more of the following remedies:

(i) If Lessee fails to cure an Event of Default after 60 days' written notice from Lessor or, if curing the default requires more than 60 days and Lessee has not begun to cure the default or, having begun, fails to diligently pursue the remedy, without initially terminating this Agreement, the Lessor may reenter and take possession of the Premises, and Lessee shall continue to timely make payments as required under this Agreement. The Lessor may thereafter enter into a new lease of the Premises with any party, or operate the same on its own behalf. Immediately prior to commencement of the Lessor's operation of the Premises or the effective date of the new lease, as applicable, the Lessor shall notify Lessee of such event.

(ii) The Lessor may immediately terminate this Agreement, enter the Premises and exclude Lessee from possession of the Premises, declare all Premises Rental Fees due for the remainder of the Term together with the costs of the Lessor to prepare the Premises for reletting, to be immediately due and payable.

(iii) The Lessor may take whatever other action at law or in equity that it considers to be necessary or desirable in order to collect any amounts then due and thereafter to become due from Lessee, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the Lessor shall cause or constitute a default of this Agreement or be deemed to constitute an interference with the possession or use of the Premises by Lessee if made in accordance with the terms of this Agreement and applicable law.

(c) Remedies not Exclusive.

No remedy under this Paragraph 26 is intended to be exclusive of any other available remedy or remedies, but each remedy shall be cumulative and shall be in addition to every other

remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right upon breach shall impair any right or constitute a waiver of any right.

27. **Interruption of Service or Facilities:** The Lessor does not warrant that any of the utilities, services or the use of the Premises or the facilities contemplated herein will be free from interruptions caused by repairs, renewals, improvements or alterations; strikes or lockouts; accidents; electrical failures, interruptions or surges; the inability of the Lessor to obtain utilities or supplies; or any other cause beyond the reasonable control of the Lessor. Except as otherwise provided in this Agreement, no interruption constitutes grounds for termination of this Agreement by Lessee, or renders the Lessor liable to Lessee for damages resulting from the interruption or relieve Lessee from performing its obligations under the provisions of this Agreement.

28. **Exhibits:** All exhibits to this Agreement are by this reference incorporated into the Agreement and are a part of this Agreement as if fully set forth herein.

29. **Governing Law:** This Agreement is to be construed according to the laws of the State of Florida.

30. **Notices, Consents and Approvals:** All notices, consents or approvals required or contemplated by this Agreement shall be provided in writing and signed by a duly authorized representative of the party on whose behalf they are given. A notice, consent or approval is validly and sufficiently served at the time a properly addressed letter with sufficient postage is deposited in any U. S. Post Office.

- A. Notice to the Lessor shall be addressed to:
City of Jacksonville
Real Estate Department
214 N. Hogan St., 10th Floor
Jacksonville, Florida 32202

- B. With Copy to:
City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

- C. Notice to Lessee shall be addressed to:
Barbara Y. Tidwell
6853 Seaboard Avenue
Jacksonville, Florida 32244

31. **Place of Payment:** Payments required pursuant to this Agreement shall be made by Lessee to the office directed by Lessor in writing.

32. **Modifications:** No change in, modification to, or amendment to this Agreement shall be valid or enforceable unless it is approved by Lessee and the Lessor, reduced to and executed by the duly authorized representatives of the Lessor and Lessee.

33. **Severability:** If any of the provisions of this Agreement are found by a court of competent jurisdiction to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected, unless the unenforceable provisions contain material terms of the transaction.

34. **Non-Discrimination:** Lessee shall use the Premises in compliance with all nondiscrimination requirements imposed by any applicable federal, state or local law. Lessee also agrees that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment.

35. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Duval County public health unit.

36. **Asbestos:** Asbestos is an incombustible, chemical-resistant, fibrous mineral form of impure magnesium silicate often used for fire proofing, electrical insulation and building materials. When the materials containing asbestos are disturbed causing the asbestos to flake and the asbestos fibers to become airborne, the fibers can be inhaled causing serious health risks. If any renovations, changes, alterations or improvements are made to the Premises that would disturb or involve materials in the Premises containing asbestos, all federal, state and local laws involving the removal of asbestos shall be followed.

37. **Quiet Enjoyment.** Provided Lessee has performed all of its obligations hereunder, Lessee shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Lessor or any party claiming by, through, or under Lessor, but not otherwise, subject to the terms and conditions of this Agreement.

38. **Entire Agreement:** This instrument contains the entire agreement between the Lessor and Lessee for the use of the Premises by Lessee. No claim or liability shall arise for any representations or promises not expressly stated in this Agreement. Any other written or oral

agreement regarding the Premises is expressly nullified upon the execution of this Agreement unless otherwise specifically provided in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

CITY OF JACKSONVILLE, a municipal corporation

By: _____
Lenny Curry, as Mayor

Attest:

James R. McCain, Jr.,
As Corporation Secretary

WILDLIFE RESCUE COALITION OF
NORTHEAST FLORIDA, INC., a Florida
not-for-profit corporation

By: _____
Barbara Y. Tidwell
As President

:

EXHIBIT A
Site Map of Premises

Arlington Lions Club Park



EXHIBIT B INDEMNIFICATION

Lessee shall hold harmless, indemnify, and defend the City of Jacksonville and City's 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 Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages that occur during the Term which is not a pre-existing condition or attributable to the direct act of Lessor; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, 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 Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their 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 Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

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.

**EXHIBIT C
INSURANCE REQUIREMENTS**

Without limiting its liability under this Lease, Lessee shall at all times during the term of this Lease procure prior to commencement of work and maintain at its sole expense during the life of this Lease (and Lessee shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover the Lessee (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 \$2,000,000 \$1,000,000 \$1,000,000 \$ 50,000	General Aggregate Products & Comp. Ops. Agg. Personal/ Advertising Injury Each Occurrence Fire Damage
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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 (Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)	\$1,000,000	Combined Single Limit
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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).

Personal Property - Any personal property of Lessee or of others placed in the Premises shall be at the sole risk of Lessee or the owners thereof, and the Lessor shall not be liable for any loss or damage, except to the extent such loss or damage was caused by the sole active negligence of the Lessor, as limited by Section 768.28, Florida Statutes.

Additional Insurance Provisions

- A. **Additional Insured:** All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2026 and, Automobile Liability CA2048.
- B. **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 and its members, officials, officers employees and agents.
- C. **Lessee's Insurance Primary.** The insurance provided by the Lessee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. **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 Lessee. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Lease.
- E. **Lessee's Insurance Additional Remedy.** Compliance with the insurance requirements of this Lease shall not limit the liability of the Lessee or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Lease or otherwise.
- F. **Waiver/Estoppel.** Neither approval by City nor failure to disapprove the insurance furnished by Lessee shall relieve Lessee of Lessee's full responsibility to provide insurance as required under this Lease.
- G. **Certificates of Insurance.** Lessee shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

- H. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes.
- I. **Notice.** The Lessee shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Lessee shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. **Survival.** Anything to the contrary notwithstanding, the liabilities of the Lessee under this Lease 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 may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. **Special Provisions:** Prior to executing this Lease, Lessee shall present this Lease and Exhibit B & C 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 Lessee.