



MEMORANDUM TO VENICE CITY COUNCIL

THROUGH CHARTER OFFICER: Edward Lavallee, City Manager

E-SIGN:


Edward Lavallee (Jan 8, 2025 17:43 EST)

FROM: Nicholas Dumas, Airport Manager

DEPARTMENT: Airport

DATE: 1/10/25

MEETING DATE: January 28, 2025

SUBJECT / TOPIC: Seeking authorization from City Council for the City of Venice, Florida to lease a parcel of land at the airport to Clancy & Theys Construction Company for the parking of material, equipment, and employees in support of the renovation project at the Village on the Isle (VOTI).

BACKGROUND INFORMATION: Staff have been working with Clancy & Theys Construction Company to negotiate a month-to-month lease, for an estimated two-years, for the use of property at Venice Municipal Airport. Clancy & Theys Construction Company intends to construct a parking lot and material and equipment lay-down area in support of their work at the Village on the Isle. The subject property is approximately 2.53 acres located on the northeast side of the airport immediately south of Airport Avenue East.

The annual rent to be paid by the lessee shall be based on the appraisal conducted by Bass Fletcher and Associates, dated November 13, 2024, which valued the property at \$1,380,000. The Federal Aviation Administration requires annual non-aeronautical lease rates to be set at a minimum of 8% of the appraised value. According to those requirements, the total for the first year's lease will be \$110,400.00. Starting on the one-year anniversary of the Effective Date and on every anniversary of the Effective Date from then on, the rent shall be adjusted based on the Consumer Price Index calculation.

SUPPORTS STRATEGIC PLAN: Goal Three: Ensure a Fiscally Sound City

COUNCIL ACTION REQUESTED: For Council Adoption by Motion

Yes N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Document(s) Reviewed for ADA compliance (required if for agenda posting)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	City Attorney Reviewed/Approval	<i>Roy David Jackson Jr</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Risk Management Review	<i>Al Jones</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Finance Department Review/Approval	
Funds Availability (account number): N/A			

CC:

Mark Cervasio, Airport Director

Mercedes Barcia, Deputy City Clerk

Cordy Crane, Executive Assistant to the City Manager



Lease Agreement

Between:

City of Venice, Florida

and

Clancy & Theys Construction Company

Commencement:

28 January 2025

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Exhibit A Sketch

LEASE

This Lease is made and executed on the *28th day of January 2025*, by and between the CITY OF VENICE, a Florida municipality, herein referred to as “Lessor”, and Clancy & Theys Construction Company, herein referred to as “Lessee”.

1. DESCRIPTION OF PREMISES

Lessor leases to Lessee and Lessee rents from Lessor the Premises located at 615 Airport Avenue East in the City of Venice, Florida containing 2.53 acres more or less, and as more particularly described in Exhibit A attached hereto.

As used in this Lease, the term “Premises” refers to the real property described above and to any improvement located on the property from time to time during the term of this Lease.

2. TERM

This shall be a month-to-month lease. Either party may terminate this Lease by providing ninety (90) days advance written notice to the other party.

3. RENT

The Lessee shall pay rent in the amount of *nine thousand two hundred dollars and zero cents (\$9,200.00)* per month together with all applicable sales tax, in advance, on the first day of each month beginning on *28 January 2025* (“Commencement Date”) and continuing on the first day of each and every month thereafter throughout the term of this Lease. The rent shall be paid to Lessor without notice or demand and without abatement, deduction, or setoff. A late charge equal to ten percent (10%) of the rent payment shall be assessed for each rent payment paid ten (10) or more days after its due date. A service fee of thirty dollars (\$30.00) shall be charged for any returned check. The rent specified herein shall be net to Lessor and all costs, expenses, and obligations of every kind related to the leased property which may arise or become due during the term of this Lease shall be paid by Lessee. Lessor shall be indemnified by Lessee against such costs, expenses and obligations.

In addition to the rent specified herein, the Lessee shall pay the Lessor an administrative fee of *two thousand five hundred dollars and zero cents (\$2,500.00)* upon execution of the Lease. Said

administrative fee shall be paid together with the Lessee's first installment of rent.

4. RENT ADJUSTMENT

Except as provided below, monthly rent for each subsequent year of the term of this Lease shall be adjusted annually based on fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers ("Index") as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. Commencing in 2026, and every year thereafter, said adjustment shall be made on December 1 and shall be effective for the ensuing year. Each rental adjustment shall be the result obtained by multiplying the then existing monthly rent by a fraction, the numerator of which shall be the Index for September in the year the adjustment is made and the denominator of which shall be the Index for the month one year preceding the month from which the Index used in the numerator was chosen.

It is the parties' intent that the monthly rent shall be increased by the same percent amount as the percent increase in the Index during the year preceding the adjustment.

Should the Bureau of Labor Statistics change the manner of computing the subject Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should publication of the subject Index be discontinued by the Bureau of Labor Statistics, then whichever Index published by the United States Government most nearly approximating said discontinued Index shall be used in making the adjustments provided for herein. In no event shall the total monthly rent ever be decreased.

5. SALES TAX

Lessee shall pay to Lessor each month a sum equal to any sales tax, tax on rentals, and any other charges or taxes now in existence or hereafter imposed, based upon the privilege of renting the Premises, or upon the amount of rent collected therefore (collectively, the "Sales Tax").

6. RENT AS A SEPARATE COVENANT

Lessee shall not for any reason withhold or reduce Lessee's required payments of rent and other charges unless provided for in this Lease, it being expressly understood and agreed by the parties that the payment of rent is a covenant by Lessee that is independent of the other covenants of the parties hereunder.

7. TAXES AND ASSESSMENTS

Lessee shall pay, before they become due, all applicable sales taxes, ad valorem taxes and any other taxes or assessments levied or assessed upon or with respect to the Premises, and all ad valorem taxes for Lessee's personal property used in connection therewith. This Lease shall be a net lease with Lessor receiving rent free of any indebtedness, encumbrances or liens of any nature whatsoever.

Lessee shall have the right at its own expense and cost, and for its sole benefit, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes assessed to or levied upon the Premises and required to be paid by the Lessee hereunder, and to defend any claims for lien that may be asserted against Lessor's and, if required by law, the Lessee may take such action in the name of the Lessor, who shall cooperate with the Lessee to such extent as the Lessee may reasonably require, to the end that such proceedings may be brought to a successful conclusion. Provided, however, that the Lessee shall fully indemnify and save the Lessor from all loss, cost, damage and expense incurred or to be incurred or suffered by the Lessor

Lessee shall furnish to Lessor for its inspection upon request in writing, within ten (10) days after the date any amount is payable by the Lessee, as provided in this Section, official receipts of the appropriate taxing authority or other proof satisfactory to the Lessor evidencing payment.

8. SECURITY OF PAYMENT

Upon execution of this Lease, Lessee shall be required to secure the payment for the rent, taxes and assessments, charges, fees and/or other payments required hereunder ("Security Deposit") and maintain such Security Deposit in effect during the term of this Lease: Lessee shall deposit an amount equal to two (2) months' rent in a non-interest bearing escrow account to Lessor.

In the event Lessee fails to perform the payment terms and conditions of this Lease, Lessor, in addition to any other rights and remedies available to Lessor, may at any time apply the Security Deposit or any part thereof toward the payment of Lessee's obligations under this Lease. In such event,

not later than seven (7) days after notice, Lessee will restore the Security Deposit to its original amount.

Any release of liability of the Security Deposit required pursuant to this section will be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire term of this Lease. Notwithstanding the above, the Security Deposit, pursuant to the above section, will at all times be current. Upon the expiration of this Lease, Lessor will return the remaining balance of the Security Deposit provided pursuant to this section, subject to payment of any outstanding rent, taxes and assessments, charges, fees and/or other payments due hereunder.

9. WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that Lessor is seized of the Premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Premises during the term of this Lease.

10. USES AND PROHIBITED USES

Lessee shall use the property as a private parking lot, for the storage of Lessee's owned or leased equipment, and as a staging area for equipment that has been contracted for use in the construction activities associated with Lessee's facility located at 920 Tamiami Trail South, Venice, Florida 34285. Lessee may operate a private shuttle on the Premises for the sole purpose of transporting passengers to and from the Premises. Lessee shall not use or permit the Premises, or any part of them, for any purposes other than the purposes for which the Premises are leased. No use shall be made or permitted to be made of the Premises, or acts done, that are not authorized by the Lessor or that will cause a cancellation of any insurance policy covering any part of the Premises; nor shall Lessee sell, or permit to be kept, used, or sold, in or about the Premises, any article prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any building and appurtenances at any time located on the Premises.

11. WASTE AND NUISANCE PROHIBITED

Lessee shall not commit any nuisance, waste, or damage to the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or damage to the Premises, commit or suffer to be committed any waste on the Premises, or any nuisance.

12. LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter the Premises at all reasonable times for the purpose of inspecting them, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises.

13. NO ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

Lessee may not encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the Premises.

14. SUBLETTING AND ASSIGNMENT

Lessee shall not assign this Lease or sublet all or any portion of the Premises.

15. NOTICES

All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to this Lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO LESSOR: City of Venice, Florida
c/o Venice Municipal Airport
150 Airport Avenue East
Venice, FL 34285

TO LESSEE: Clancy & Theys Construction Company
1401 Beulah Road, Suite 124
Winter Garden, FL 34787

The address to which any notice, demand or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

16. REPAIRS AND DESTRUCTION OF IMPROVEMENTS

Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the Premises, including all buildings and improvements of every kind that may be a part of the Premises, and all appurtenances to the Premises, including sidewalks adjacent to the Premises, in good, sanitary, and neat order, condition and repair, and, except as specifically provided in this Lease, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Premises or any other buildings or improvements on it. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on the Premises, or any activity or condition on or in such Premises.

17. UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the Premises throughout the term of this Lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted on the Premises. Lessor shall have no responsibility of any kind for any of such costs and expenses.

18. WASTE AND DEBRIS

Lessee shall remove from the Premises or otherwise dispose of in a manner approved by Lessor all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Premises or out of its operations in a timely manner.

Lessee shall use extreme care when effecting removal of all waste and debris. Storage or piling of such waste or debris on or about the Premises is prohibited.

19. LIENS

a. Lessee's duty to keep Premises free of liens. Lessee shall keep all of the Premises and every part of the Premises and all buildings and other improvements at any time located on the Premises free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify Lessor and all of the Premises and all buildings and improvements on the Premises against all liens and claims of liens and suits or other proceedings pertaining to those liens. Lessee shall give Lessor written notice no less than thirty (30) days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of five thousand dollars (\$5,000) in order that Lessor may post appropriate notices of Lessor's non-responsibility.

b. Contesting liens. If Lessee desires to contest any lien, it shall notify Lessor of its intention

to do so within fourteen (14) days after the filing of the lien. In such a case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against any lien and cost, liability, or damage arising out of such contest, Lessee shall not be in default under this Lease until fourteen (14) days after the final determination of the validity of the lien, within which time Lessee shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any such lien shall not, in any case, be delayed until executions had on any judgment rendered on it, and such delay shall be a default of Lessee under this Lease. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting from the contest.

20. INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing. Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage. Lessee waives all claims against Lessor for damages to the building and improvements that are now on or will later be placed or built on the Premises and to the property of Lessee in, on, or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The three preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of Lessor, its agents, or employees.

21. ATTORNEYS' FEES

If any action at law or in equity shall be brought to recover any rent under this Lease, or for on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

22. INSURANCE AND INDEMNITY

Lessee shall procure and maintain, during the life of the Lease, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to Lessor and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII. No changes are to be made to these specifications without prior written specific approval by Lessor.

a. Commercial General Liability providing coverage for premises and operations including but not limited to bodily injury, property damage, contractual, products and completed operations, collapse, underground and explosion, owner's and contractor's protective, contractual and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate.

b. Property, if applicable, for all buildings and improvements and Lessee's personal property on said property and for all risks of loss included in Fire and Common "Special Form" perils with limits no less than current replacement value of buildings and improvements. Coverage must also include windstorm and flood with limits no less than current replacement value of buildings and improvements. Lessee is responsible for full replacement cost, including any deductibles. The term "replacement value" shall mean the actual replacement cost less depreciation. The replacement value shall be determined whenever reasonably requested by Lessor.

c. Automobile Liability, including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) aggregate.

d. Workers Compensation: Workers compensation insurance in accordance with Florida statutory law and Employers Liability insurance with a limit of not less than one hundred thousand (\$100,000) each accident, one hundred thousand dollars (\$100,000) each disease/employee, five hundred thousand (\$500,000) each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

All policies required by this Lease, with the exception of Workers Compensation, or unless specific approval is given by Lessor, are to be written on an occurrence basis, and for liability policies shall name the City of Venice, its elected officials, officers, agents, and employees as additional insured as their interest may appear under this Lease. Insurer(s) shall agree to waive all rights of subrogation against the City of Venice, its elected officials, officers, agents, and employees.

Each insurance policy required by this Lease shall apply separately to each insured against

whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

All policies required by this Lease shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice to Lessor by certified mail, return receipt requested.

Lessor reserves the right to review, annually, coverage form/policy, and amount of insurance and revise the same as deemed reasonably necessary by Lessor by providing not less than thirty (30) days written notice to Lessee.

The procuring of required policies of insurance shall not be construed to limit Lessee's liability, nor to fulfill the indemnification provisions and requirements of this Lease.

Lessee shall, at its sole cost, be responsible for payment of all premiums for insurance contributing to the satisfaction of this Lease and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not Lessor is an insured under the policy.

Lessee shall, at its sole cost, comply with all requirements, pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any building and appurtenances at any time located on the Premises.

Certificates of insurance evidencing occurrence form coverage and conditions to this Lease are to be furnished to Lessor fourteen (14) days prior to commencement of lease and prior to expiration of each insurance policy.

Notices of claims associated with this Lease shall be provided to the Lessee's insurance company and Lessor, as soon as practicable after notice to Lessee.

Notwithstanding said insurance policies, Lessee shall be obligated for the full and total amount of any damages, injury, or loss caused by the negligence, recklessness, or intentional wrongful conduct of Lessee and persons employed or utilized by Lessee in connection with this Lease.

23. DEFAULT

If Lessee fails to pay the rent when due, or fails to perform any of its obligations under this Lease, and fails to cure same after five (5) days written notice from the Lessor, then Lessor may terminate this Lease, take possession of the property and pursue any other available legal remedy.

24. LESSOR'S RIGHT TO PERFORM

In the event that Lessee by failing or neglecting to do or perform any activity provided for in this Lease, defaults under this Lease and the failure continues for a period of five (5) days after written notice of default from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be obligated to, do or perform or cause to be done or performed such act or thing, entering on the Premises for such purpose, if Lessor shall so elect. Lessor shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account of any such activity. Lessee shall repay to Lessor on demand any expenses, including compensation to the agents and employees of Lessor. Any activity done by Lessor pursuant to the provisions of this section shall not be construed as Lessor's waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition contained in this Lease or the performance of it, or of any other right or remedy of Lessor. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the amounts become due as in this Lease provided, shall bear interest from the date they become due until paid at the rate of ten percent (10%) per year, compounded annually.

25. CONSTRUCTION OF IMPROVEMENTS

No improvements may be made on the Premises by Lessee without the express written approval of Lessor, which approval shall not be unreasonably withheld.

The architectural design and the quality of construction shall be similar to that of existing facilities; shall meet all local, state and federal standards and requirements; and shall be performed in accordance with plans and specifications approved in advance by Lessor.

As necessary to maintain airport security at all times during construction, Lessee shall provide temporary fencing, guards and/or other measures that may be deemed acceptable by Lessor.

26. WAIVER

The waiver by Lessor of, or the failure of Lessor to, take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the Lease. The subsequent acceptance of rent under this Lease by Lessor shall not be

deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of rent.

27. EFFECT OF LESSEE'S HOLDING OVER

Any holding over by Lessee, after the expiration of the term of this Lease, unless mutually agreed upon in writing, shall be construed to be a continued tenancy from month-to-month, at a rate of twice the monthly rent as required to be paid by Lessee for the period immediately prior to the expiration of the term of this Lease and shall otherwise be on the terms and conditions specified in this Lease, so far as applicable.

28. PARTIES BOUND

The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and sub-letting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Lease; and all of the parties to this Lease shall be jointly and severally liable under the Lease.

29. TIME OF THE ESSENCE

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.

30. NON-DISCRIMINATION

The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted

programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to reenter as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

31. AIRPORT PROTECTION

It shall be a condition of this Lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

32. PROPERTY RIGHTS RESERVED

This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which Lessor acquired the Premises from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by Lessor pertaining to Venice Municipal Airport.

This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States Government or other governmental authority, relative to the operation or maintenance of Venice Municipal Airport, the execution of which has been or will be required as a

condition precedent to the granting of Federal or other governmental funds for the development of Venice Municipal Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds.

33. FEDERAL REVIEW

Lessee acknowledges this Lease may be subject to the review and inspection of the federal government to determine satisfactory compliance with Lessor's obligations as described in Section 30. Lessee shall agree to modify any of the terms and conditions of this Lease which may be determined by the federal government to be in violation of existing laws, regulations, grant assurances or other requirements. In the event the parties are unable to agree to a reasonable modification of the terms and conditions of this Lease in accordance with the requirements of the federal government, Lessor may rescind this Lease by providing thirty (30) days written notice to Lessee.

34. EXCLUSIVE RIGHTS

Notwithstanding anything contained herein to the contrary, the privileges and rights granted to the Lessee under this Lease are non-exclusive and the Lessor reserves the authority to grant similar privileges and rights to another operator or to other operators on other parts of the airport.

35. SIGNS AND ADVERTISING

Lessee shall not erect and will not allow to be erected any outdoor advertising, sign, or poster or any other advertising device of whatever kind or nature without prior written approval of Lessor, which written approval shall not be unreasonably withheld, provided the business to be advertised is the business of Lessee situated on the demised Premises and said sign does not violate the rules or regulations of Lessor, shall comply with applicable zoning regulations and shall be compatible in appearance with the adjacent facilities and improvements.

36. AS IS CONDITION

Lessee taking possession of the Premises shall be conclusive evidence that the Premises and all structures and buildings as well as all component parts and fixtures, if any, were in satisfactory condition and accepted as of the date of possession. No promises of the Lessor to alter the Premises and no representations respecting the condition of the Premises have been made by Lessor to Lessee other than as specifically set forth in this Lease.

37. COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES AND RULES

During the term of this Lease, Lessee shall comply with all applicable federal, state and local laws, regulations, ordinances or rules affecting the Premises, whether existing or as may be updated from time to time, including but not limited to permitted and restricted activities, security, parking, ingress and egress, environmental and stormwater regulations and any other matters related to the operation of the Airport. Lessee agrees to cooperate with any investigation, audit or inquiry by the Lessor or any governmental agency regarding possible violation of any law or regulation.

38. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. If Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be encumbered to Lessor.

39. CONDITION OF PREMISES UPON TERMINATION

Upon notification of termination of this Lease, Lessor shall conduct an inspection of the Premises. At the sole option of Lessor, the Lessee shall be required, at its sole cost and expense, to restore and rehabilitate the Premises to the condition in which it existed, prior to the Lease commencement date. In the event that the property is not fully-restored to its pre-Lease condition, Lessor and Lessee shall agree in writing as to what constitutes a condition acceptable to Lessor. Upon failure of Lessee to return the Premises to acceptable condition, as determined by Lessor, Lessor may make such restoration and rehabilitation at the expense of Lessee.

40. FORCE MAJEURE

The parties shall be temporarily excused from performance under this Lease if an Event of Force Majeure directly or indirectly causes nonperformance. An "Event of Force Majeure: shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the nonperforming party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the nonperforming party from performing its obligations hereunder. The nonperforming party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the nonperforming party to return to normal business operations. If excused from performing any obligations under this Lease due to the occurrence of an Event of Force Majeure, the nonperforming party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Lease. During any such time period the nonperforming party shall keep the other party duly notified of its schedule and all other such actions required for it to be able to commence or resume performance of its obligations under this Lease.

41. ACKNOWLEDGEMENT

The parties acknowledge that they have read this Lease, that they fully know, understand and appreciate its contents, that they have been advised by or have had an opportunity to consult with their counsel regarding its contents, and that they are executing the same and making the promises herein voluntarily, with authority, and of their own free will.

CITY OF VENICE, FLORIDA

By: _____
Nick Pachota, Mayor

ATTEST:

Kelly Michaels, City Clerk

Approved as to Form and Correctness

Kelly Fernandez, City Attorney

CLANCY & THEYS CONSTRUCTION
COMPANY

By: _____
Chad Monroe, Director of Preconstruction

JEFF MOCK, VICE PRESIDENT

Witness

Witness

Exhibit "A"
Premises

BEG AT PT THAT IS 83.75 FT S OF & 56.88 FT E OF SW COR OF BLK 381, VENICE
AIRPORT SUB, TH ELY ALG CURVE TO LEFT 132.06 FT TH N 78-35-52 E 424.29 FT
TH S 00-15-37 W 155.29 FT TH S 45-26-29 W 162.24 FT TH N 89-28-45 W 430.94 FT
TH N 00-10-57 E 163.97 FT TO POB, BEING A PORTION OF LEASED LANDS DESC
IN ORI 2006107331, CONTAINING 2.53 C-AC M/L





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Durfey-Hoover-Bowden Insurance Agency 3741 Benson Drive Raleigh NC 27609-7324	CONTACT NAME: Patty Drewnowski PHONE (A/C, No, Ext): (919)790-6415 E-MAIL ADDRESS: patty@dhbins.com FAX (A/C, No): (919)790-6422														
INSURED Clancy & Theys Construction Company 1401 Beulah Rd., Ste. 124 Winter Garden FL 34787	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Travelers Prop Cas Co of America</td><td>25674</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Co</td><td>25615</td></tr><tr><td>INSURER C: Trav Indemnity Co of America</td><td>25666</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Prop Cas Co of America	25674	INSURER B: Charter Oak Fire Insurance Co	25615	INSURER C: Trav Indemnity Co of America	25666	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 24 COI w/ \$10M UMB

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U <input checked="" type="checkbox"/> 250,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	CO-8280B501	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	CAP-436P4318	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-2N253953	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB-3Y499706	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 615 Airport Avenue East, City of Venice, FL - 2.53 acres leased - off site parking and lay down space

City of Venice, its elected officials, officers, agents and employees are additional insureds with respects to General Liability and Auto Liability. Waiver of Subrogation in favor of additional insureds with respects to General Liability and Auto Liability. Thirty (30) days notice of cancellation in favor of Holder with respects to General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

City of Venice Venice Municipal Airport 150 Airport Ave, E. Venice, FL 34285	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 P Drewnowski/PATTY <i>Patricia Drewnowski</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

- (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A.** Who Is An Insured – Unnamed Subsidiaries
- B.** Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

- C.** Incidental Medical Malpractice
- D.** Blanket Waiver Of Subrogation
- E.** Contractual Liability – Railroads
- F.** Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or
- b.** A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect

during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30

days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated

by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: CO-8280B501

GENERAL PURPOSE ENDORSEMENT

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

Endorsement IL T3 54 05 19, Designated Person Or Organization - Notice of Cancellation, Nonrenewal or Material Limitation of Coverage Provided By Us, Schedule is amended to read as follows:

SCHEDULE.

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation, nonrenewal or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation, nonrenewal or material limitation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

Address:

The address for that person or organization included in such written request from you to us.

POLICY NUMBER: CO-8280B501-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice:	30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice:	30
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice:	30

PERSON OR ORGANIZATION: Any person or organization to whom you have agreed in a written (See Endorsement IL T8 03)

ADDRESS: See Endorsement IL T8 03

PROVISIONS

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.
- C. If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PERSON OR ORGANIZATION – NOTICE OF
CANCELLATION, NONRENEWAL OR MATERIAL
LIMITATION OF COVERAGE PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice: 30
MATERIAL LIMITATION OF COVERAGE:	Number of Days Notice: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US

PROVISIONS

- If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.
- If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

NAMED INSURED: CLANCY & THEYS CONSTRUCTION COMPANY INCORPORATED
EFFECTIVE DATE: 05-01-24 TO 05-01-25



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R5 (00)**

POLICY NUMBER: UB-3Y499076

**NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL COVERAGE
REDUCTION TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS**:

Notice Of Cancellation, Nonrenewal Or Material Coverage Reduction To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

In the event of a change that materially reduces or restricts the coverage afforded by this policy, other than reduction of limits of liability through payment of claims, we will provide notice of such coverage reduction to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the reduction is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation, nonrenewal or material coverage reduction to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation, nonrenewal or reduction.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
Any person or organization with whom you have agreed in a written contract that notice of cancellation, nonrenewal or material reduction in coverage of this policy will be given, but only if:	30
1. You see to it that we receive a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation, nonrenewal or material reduction in coverage of this policy; and	
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.	

Address:

The address for that person or organization included in such written request from you to us.












VOTI Lease - C&T Signed

Final Audit Report

2025-01-08

Created:	2025-01-08
By:	Nicholas Dumas (ndumas@venicefl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_AHkOySEjpTWcUJ-HjNHDomVDzdMfn4R

"VOTI Lease - C&T Signed" History

-  Document created by Nicholas Dumas (ndumas@venicefl.gov)
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-  Document emailed to Alan Bullock (abullock@venicefl.gov) for signature
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Signature Date: 2025-01-08 - 10:43:38 PM GMT - Time Source: server
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