

# **EVENT PERMIT**



Ordinance 17-08

## Pine Island Calusa Trail 5K Run/Walk

**PERMIT NUMBER:** 

TMP2024-00405

Date(s) of Event:

January 11, 2025

**Property Owner:** 

ALDEN PINES COUNTRY CLUB INC

Applicant:

Susan Saulsbery

239-560-6286

Description:

January 11, 2025 from 7:00AM until 10:00AM.

5K Run/Walk starting and ending at Alden Pines using surrounding neighborhood streets

and a portion of the Calusa Heritage Trail.

Location of event:

14261 CLUBHOUSE DR, BOKEELIA, FL 33922

14261 Clubhouse Drive

Will the event be attended by 1000 or more people?

Will the event be held on County Owned Property?

Yes

No

Will there be alcohol consumed or sold at the event?

No

Will a bond be posted for this event?

No

### Permit Conditions:

- \* Applicant must meet all event application requirements, including requirements of the sign-off agencies.
- \* The premises is to be left in the same condition as it was prior to the event.
- \* The permit is to be readily available for inspection during the entire event.
- \* If this approval includes the sale or consumption of alcoholic beverages, no alcoholic beverages may be consumed 1 1/2 hours prior to the conclusion of the event and vacating the facility/property.

Board of County Commissioners Lee County, Florida

County Manager

Date

ftmpprmt specialevent.rpt



# **Event Application**

**Special Event** 

Use of County Property Alcohol within Lee County Facilities

Film, Video & Photography

PINE ISLAND CALUSA 5K RUN/WALK

Tmf 2024 - 00405



## **Event Application**

## Check the appropriate box(es) below:

- USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
- FILM PERMIT

	Directory of Colors Tool Flymore has the
Title of Event / Name of Production	Pine Island Calusa Trail 5K run/walk
Date(s) of Event / Production:	January 11,2025
Location(s) of Event:	Alden Pines Country Club 14261 Clubhouse Dr Bokeelia FL 33922
Name of Applicant:	Susan Saulsbery
Applicant Address:	3230 Southshore Dr Unit 36A Punta Gorda FL 33955
Applicant Phone Number:	239-560-6286
Contact Person: (If different from applicant)	
Contact Phone Number: (If different from applicant)	
Email Address:	ssaulsbery@comcast.net
Estimated Attendance:	175
Event Description: Include each activity, when activities take place, etc.	5k run walk starting and ending at Alden Pines using surrounding neighborhood streets and a portion of the Calusa Heritage Trail
Hours of Operation:	7am to 10am
STRAP # of Parcel:	06-44-22-08-0000A.0000
Owner of Premises*:	Alden Pines Country Club

<sup>\*</sup>Notarized statement from the property owner specifically consenting to the proposed use required.



What is the Zoning Classification of the	premises? Golf Course	
Are any temporary structures to be ins	talled for the event? Yes 😿 No	Type:
Do you have the appropriate permits for	or the temporary structures?	Yes 🔀 No
* For a 'Special Event' and 'Use of Counidentified, including all parking areas.	ty Property' permit, submit a site plan w	ith all proposed facilities and activities
Insurance Company Insuring the Event	: Lexington Insurance Com	npany
Note: Certificate of Insurance must be submitte	d at time of application	
Surety Company Bonding this Event (N	ame and Address):	
Will Vehicles be Used as Part of This Event?	Will Food be Available at this Event?	Will Alcoholic Beverages be served/consumed at this Event?
T Yes No	▼ Yes	Yes No
If yes, automobile coverage must be included on the certificate of insurance.	If yes, products liability coverage must be included on the certificate of insurance.	If yes, liquor liability coverage must be included on the certificate of insurance.
Providing Food:	Kiwanis Of Greater Pine I s, bananas, granola bar	
Section II - USE OF COUNTY P		
Organization Sponsoring the Event: K	iwanis of Greater Pine Island	3
Section III - SALE/CONSUMPT	TION OF ALCHOLIC BEVERAGES	PERMIT
Is alcohol being sold/consumed on Cou		Yes X No
If Yes, then a "Lee County Alcohol Permit" is required	. Only non-profit organizations can sell alcohol on Coun	ty Property.
Non-profit certificate/registration num (Required if alcohol is to be <u>SOLD</u> at the event)	nber:	
<b>Please note:</b> A permit from the State of Florida further details	Division of Alcoholic Beverages and Tobacco may	also be required; please call (239) 344-0885 for



NA

Type of Production (choose all that apply):						
TV Movie or Special TV Ser	ries / Pilot	Г	TV Comme	rcial	Γ	Still Photos
Public Service Announcement   Industr	rial / Documentary		Other:			
Will any of the following be needed or included	d*?					
Street Closure			┌ Yes	Γ	No	
Traffic / Crowd Control			┌ Yes	Г	No	
Fire or Burning			┌ Yes	Г	No	
<b>Explosives or Pyrotechnics</b>			┌ Yes	Г	No	
Animals, Large or Small			Yes	Г	No	
Construction of Any Kind			┌ Yes	Г	No	
Large and/or Numerous Vehicles	S		┌ Yes	Г	No	
Helicopters, Boats, etc.			☐ Yes	Γ	No	
Stunts			☐ Yes	Г	No	
Other			┌ Yes	Г	No	
		, se				
Special Parking Requirements:		THE STREET STREET				
City or County Services Required: (Personnel	l, equipment, faciliti	es, etc	.)			
The following information is required for loss	al and state records	0n ~=-	dustion is F	- امینا	. 4 4 4	male Manager
The following information is required for locathe industry. If exact figures are not available	e, please estimate as	close	ly as possibl	ioriaa e.	to tr	ack the economic impact i
Number in Cast:	Number in Crew:		Num	ber of	locals	hired:
Total budget:	Estimate amount spe	nt in Le	ee County:			
Hotel room nights:	Number of shooting	days:				
number of rooms x number of nights			_			



### **SECTION I - SAFETY**

The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by Lee County to protect the health, safety and welfare of the public. Lee County shall have the power to review the proposal and require, as necessary, detailed plans, diagrams, and explanations to clearly outline to Lee County, exactly what the Applicant is proposing.

### **SECTION 11 - INSURANCE**

The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amounts determined by Lee County Risk Management to protect against damages or other claims arising from use of County property by the applicant or its guests. Other limits may also be established by Lee County Risk Management for events which will be serving or consuming alcoholic beverages at approved County property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "Lee County Board of County Commissioners" must be named as "additional insured" on the Certificate of Insurance, and the Certificate must be delivered to Lee County prior to Applicant's use of the property. The Insurance may not be canceled during the term of the event, if this occurs, the County has the right to revoke approvals related to use of the County property for the event, without recourse by the applicant.

### **SECTION III - INDEMNIFICATION**

The Applicant agrees to indemnify, release and save harmless Lee County against any and all claims, costs, demands, damages, judgments or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about said Lee County property or any building or structure appurtenant thereto or equipment thereof during the term of this Permit, or arising during such term from any act of negligence of the Applicant, Applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said Lee County property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

For film permit applicants: The permittee shall have on-site a responsible representative empowered with authority over the filming director, filming crews, participants and filming operation. Permittee shall indemnify, defend and hold harmless the county, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out of or occurring during the activities of the permittee, and resulting or occurring from any negligent act, omission or error of permittee, resulting in or relating to injuries to body, life, limb or property sustained in, about or upon the permitted premises or improvement thereto, or arising from the use of the premises.

### SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

The Applicant agrees to accept the County property on possession as being in a satisfactory state of repair and in sanitary condition.

The Applicant must surrender the premises to Lee County in the same condition as when Applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. Applicant agrees to remove all business signs or symbols placed on the premises by the Applicant before redelivery of the premises to Lee County, and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. Applicant agrees to clear the Lee County property of litter at the close of the event.



### **SECTION V - AGREEMENT**

The Applicant agrees that Lee County can, at its sole discretion, terminate and cancel its permit to use Lee County property at any time without prejudice. Applicant further agrees to waive, release, save and hold harmless Lee County from any and all claims, demands or cause of actions based upon Lee County's cancellation or termination of said permit.

The Applicant agrees that the Lee County permit does not provide Applicant with any property rights in the County property in question or in the permit itself.

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge.

SuperMC Sound My Signature of Applicant	Connie Rarles Witness
Susan K Soul Slovey Print Name of Applicant and Title	CONNIE RARDON  Print Name of Witness
12 17 20 dy Date	18/17/2024 Date



## LEE COUNTY SHERIFF'S DEPARTMENT 14750 SIX MILE CYPRESS PARKWAY FORT MYERS,FLORIDA33912 (239) 477-1199

	Check the	appropriate	e boxles	) below:
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SPECIAL EVENT PERMIT

USE OF COUNTY PROPERTY PERMIT

F PERMIT TO	SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
	APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION ICANT TO COMPLY WITH FOR THEIR EVENT.
Parking:	Parking for event will be in authorized areas only & right-of-way must not be impeded.
Deputies (How Many?):	1 traffic supervisor and 7 traffic deputies will be required for traffic control throughout the event course.
Fee for Services:	Contact LCSO Details Unit
Special Arrangements:	Deputies will be required for traffic control at Clubhouse/Rain Tree Dr, Bokeelia Rd/Rain Tree Dr, Bokeelia Rd/Pomegranate Dr, Caloosa Dr/ Bokeelia Rd, Caloosa Dr/ Clubhouse Dr, Waterfront Dr at Safe Harbor Pineland Entrance, Pineland rd entrance to Research center gate and Waterfront Dr at Tarpon Lodger entrance while 5K takes place.
	Print Name: PCun Mind
	Title: Commandes
	Date: 12 10 34



### FIRE DEPARTMENT

The Fire Department serving the area where the event is to be held signs this form.

Please see User's Guide for contact information and Fire District Map.

Check the appropriate box(es) below:

**■ SPECIAL EVENT PERMIT** 

☐ USE OF COUNTY PROPERTY PERMIT

FILM PERM		JME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
AFTER REVIEWING THE A ORGANIZATION WILL RE	APPLICATION, PLEA	ASE INDICATE BELOW WHAT ARRANGEMENTS YOUR CANT TO COMPLY WITH FOR THEIR EVENT.
Fire Guards (How Many?)	Two (2)	
Fee for Services:	\$0	
Flammable Vegetation:	Front line Matla	acha/Pine Island Fire Control District can provide brush truck respo
First Aid Equipment:	Unit will have a	dvanced life support (ALS) capabilities
Fire Extinguishing:	Unit will have fi	re extinguisher on site
Special Arrangements:	On-site crew wi	ill operate on designated Tac channel to coordinate any immediate
	Print Name:	Cody Allen
	Signature:	
	Title:	Assistant Chief of EMS
	Date:	12/12/2024



# EMERGENCY MEDICAL SERVICES / PUBLIC SAFETY 2000 Main St., Suite #100 FORT MYERS, FL 33901 (239) 533-3911

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- ▼ USE OF COUNTY PROPERTY PERMIT
- PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Treatment Facilities:	None necessary.			
Medical Personnel:	As discussed, PIFE	O shall maintain medical cov	verage for this event.	
Medical Supplies / Equipment:	None necessary.			
Safety Requirements:	Applicants shall fol Orders concerning		ectives, and the Florida Gove	ernor's Executive
Fee for Services	Not applicable.			
Special Arrangements:	Should anything ch	iange please call us. Please	ety assistance should maint e call 911 in the event of an ffice at EMSDetail@leegov.o	emergency. To
	Print Name: Signature:	Douglas B. Higgins	Digitally signed by Captain Douglas B. Higgins Date: 2024.11.26 12:03:41 -05'00'	
	Title: Date:	Captain, EMS Operations  November 26, 2024		



## DEPARTMENT OF TRANSPORTATION 1500 MONROE STREET FORT MYERS,FL33901 (239) 533-8580

Cl	heck	the	ap	pro	priate	box	es	) below:
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SPECIAL EVENT PERMIT

☐ USE OF CO	DUNTY PROPERTY	PERMIT
FILM PERM		UME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
		PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION PLY WITH FOR THEIR EVENT.
Parking:	No event parking i	s permitted in Lee County maintained road right of ways.
Ingress and Egress:	Please use all estal	olished means of ingress and egress.
	l lease ase all estat	onstree means of ingress and egress.
Special Arrangements:		ity Sheriff's Office for assistance with traffic control as needed. e access and public vehicular access shall be maintained on all surrounding Lee d roads.
	Print Name:	Nathan Thoman
	Signature: Title:	Nathaniel C. Thoman Digitally signed by Nathaniel C. Thoman Date: 2024.11.27 09:35:30 -05'00'
	Date:	Project Manager



## **LEE COUNTY PARKS AND RECREATION** 3410 PALM BEACH BOULEVARD FORT MYERS,FLORIDA33916 (239) 533-7275

Check the appropri	iate box(es) be	IOW:
* **	OUNTY PROPERTY O SELL AND CONS	Y PERMIT SUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
		PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION PLY WITH FOR THEIR EVENT.
Illumination:	N/A	
Parking Areas:	N/A	
Special Arrangements:	N/A - Event is not o	on Parks and Rec property and will not affect county park operations or programs.
	Print Name:	Colleen Via
	Signature:	Colleen Via
	Title:	Countywide Services Manager
	Date:	12/2/2024
Not nPK Prop	-PI Cales	Page  10



## LEE COUNTY RISK MANAGEMENT COUNTY ADMINISTRATION BUILDING - 4TH FLOOR **2115 SECOND STREET** FORT MYERS,FLORIDA33901 (239) 533-2221

Check the appropriate box(es) b	below:
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Check the appropriat	te box(es) bel	ow:
SPECIAL EVE USE OF COU PERMIT TO S FILM PERMIT	NTY PROPERTY ELL AND CONS	PERMIT  JME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
	-	LEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION LY WITH FOR THEIR EVENT.
Insurance Requirements:  Special Arrangements:	occurrence to proaforementioned  Certificate Must I  Lee County, a pound public official with regard to genoncontributory  A Certificate of Inpolitical subdivis	litical subdivision and Charter County of the State of Florida, its agents, employees, ils are automatic additional insureds and includes an automatic waiver of subrogation eneral liability. The certificate holder is an additional insured on a primary and basis with regards to general liability.  Issurance shall be submitted as evidence of the required coverage listing Lee County, a ion and Charter County of the State of Florida, P.O. Box 398, Fort Myers, FL 33902 as Ider and as an additional insured as listed above.
	Print Name: Signature: Title: Date:	Valerie Miller  Valerie Miller  Risk Management Analyst  11.26.24



## LEE COUNTY VISITOR & CONVENTION BUREAU 2201 SECOND STREET, SUITE 600 FORT MYERS, FLORIDA 33901 (239) 338-3500

Check the appropriate box(es) below:	NIA
FILM PERMIT ONLY	

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

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Special Arrangements:				
				•
Other:				
		,a		
I				
	Print Name:			
	Signature:			
			The Section And Description of the Section of the S	
	Title:			
	Date:			

# ALDEN PINES COUNTRY CLUB

14261 Clubhouse Dr. Bokeelia FL 33922

December 5, 2024

To Whom It May Concern:

This letter is to certify that the Kiwanis Club of Pine Island is granted permission to utilize the parking lots, for parking, for the Pine Island Kiwanis 5K Run Event, on January 11th, 2025.

Sincerely,

Stewart T. Bennett Alden Pines Country Club

General Manager

in James

Notary Public, State of Florida Commission# HH 468971 My comm. expires Nov. 30, 2027

12/9/24 Signed by means of physical presence.



Florida Museum of Natural History Randell Research Center Annisa Karim, Operations Manager PO Box 608 Pineland, Florida 33945-0608 Phone: 239-283-2157 AKarim@ufl.edu

November 22, 2024

To whom it may concern,

This letter is to certify that the Kiwanis Club of Pine Island is granted permission to use the grounds, including the parking lot, trail, deck, and restrooms of the Calusa Heritage Trail on Saturday, January 11, 2025 for the *Pine Island Calusa Trail 5K Run*.

The Calusa Heritage Trail, operated by the Florida Museum's Randell Research Center, is located at 13810 Waterfront Drive, Pineland.

Any questions should be addressed to Annisa Karim at the above email or phone number.

Annisa Karim | Operations Manager Randell Research Center, Calusa Heritage Trail Traditional territory of the Calusa people





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/25/2024

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	SUBROGATION IS WAIVED, subject s certificate does not confer rights to				uch er	ndorsement(s)		equire an endorsement.	. A sta	tement on
	UCER				CONT	ACT Lisa Christe	enson			
Hylant - Indianapolis 10401 North Meridian St, Ste 200				PHONE (A/C. No. Ext): 317-817-5172 FAX (A/C. No. Ext): 317-817-5151						
	anapolis IN 46290				E-MAI ADDR	L Ess: kiwanisce	rt@hylant.co	m		
					AJUN			DING COVERAGE		NAIC#
					INICIE					19437
INSURED KIWAN03					INSURER A: Lexington Insurance Company INSURER B:					10707
	anis International, All Clubs and Th	eir Me	emb	ers					-	
3636 Woodview Trace					INSURER C:					and the same of th
Indianapolis IN 46268						INSURER D:				
						RER E :				
					INSUF	RERF:		DELMOION MINERER.		
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NSR TR	TYPE OF INSURANCE	ADDL SI	UBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY	Y	.,,,,	013136005		11/1/2024	11/1/2025	EACH OCCURRENCE	\$2,000,	000
	CLAIMS-MADE X OCCUR					NAME OF TAXABLE PARTY.		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,00	
	SEALWO-WADE COSCIN		-					MED EXP (Any one person)	\$5,000	***************************************
-	X Liquor Liability		1			Tay de servicio de la constante de la constant		PERSONAL & ADV INJURY	\$2,000,	000
-	^ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,	
1	PRO-							PRODUCTS - COMP/OP AGG	\$2,000,	
-	POLICY JECT LOC								\$1,000,	
A	OTHER: AUTOMOBILE LIABILITY		-	040406005		11/1/2024	11/1/2025	Liquor Liability  COMBINED SINGLE LIMIT	\$1,000,	
^				013136005		11/1/2024	11/1/2023	(Ea accident) BODILY INJURY (Per person)	\$ 1,000,	
-	ANY AUTO OWNED SCHEDULED		-							
-	AUTOS ONLY AUTOS							BODILY INJURY (Per accident) PROPERTY DAMAGE		
	X HIRED X NON-OWNED AUTOS ONLY							(Per accident)	\$ .	
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	DED RETENTION\$					-		0.50	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					and the same same same same same same same sam		PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA						E.L. DISEASE - EA EMPLOYEE	\$	
-	If yes, describe under DESCRIPTION OF OPERATIONS below	100000000000000000000000000000000000000						E.L. DISEASE - POLICY LIMIT	\$	
Α	Self-Insured Retention	and and a second second		013136005		11/1/2024	11/1/2025	All Claims	\$150,0	000
The resp 1/11 Pine Loc Kiw	RIPTION OF OPERATIONS / LOCATIONS / VEHICL Certificate Holder and others as define bect to the General Liability only regardi /2025 or any future date(s) during the particles and Calusa Trail 5K Run-Walk ated @ 14261 Clubhouse Dr., Bokeelia anis Club of Greater Pine Island County, a political subdivision and Cha	d in the ng the colicy t	e wri follo term.	itten agreement are additi wing Kiwanis event (setu)	onal ir p, take	nsured subject t e down & rain d	to the terms, ate(s) during	conditions, and exclusions the policy term are include OK 11.26.24	ed).	
incl	ades automatic waiver of subrogation water	ith reg	ard t	to General Liability on prin	nary a	nd non contribu	itor basis.			
CER	CIFICATE HULDER	-	-	AND AND RESIDENCE AND ADDRESS OF THE PROPERTY	TOAL	TOELLAHUN	CONTROL OF THE PARTY AND THE PARTY.		and the second second	ner det velikali interiori i delini territori territori interiori
Lee County Board of Commissioners					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
2115 2nd Street Fort Myers FL 33901				AUTHORIZED REPRESENTATIVE						

#### **ENDORSEMENT**

This endorsement, effective 12:01 AM 11/01/2024

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

### COMMERCIAL GENERAL LIABILITY POLICY

#### **SCHEDULE**

Name of Additional Insured Person(s) or Organization(s)

Lee County Board of Commissioners 2115 2nd Street Fort Myers, FL 33901

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - 2. In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law;
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

All other terms and conditions of the policy remain the same.

**Authorized Representative** 

### **ENDORSEMENT**

This endorsement, effective 12:01 AM 11/01/2024

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

### PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.

N. Sil

Authorized Representative OR Countersignature (In states where applicable)

### **ENDORSEMENT**

This endorsement, effective 12:01 AM 11/01/2024

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

# WAIVER OF SUBROGATION (BLANKET)

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.

N. SIL

AST PER FOR and the second TO DESTAL Clubbacan Draws Alden Pines Rainter Deine 上の一年での主の東京行列 Mil HERMAN HAMPS FOR PRIVATE ZHATH JAFAWI DOST

