PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT (the "Agreement") is entered into on by and between HANSA AND GIRISH PATEL, husband and wife (collectively "LICENSOR"), and the CITY OF POMPANO BEACH, FLORIDA, a Florida municipal corporation ("CITY"), collectively the "Parties".

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as set forth below.

1. GRANT OF LICENSE AND TERM

LICENSOR owns the vacant lot adjacent to SE 2nd Street on Briny Avenue in Pompano Beach, Florida (the "Licensed Area" further described in Exhibit "A" attached hereto and made a part hereof) and agrees to provide CITY a revocable license to exclusively utilize it to provide public parking.

The Term of this License shall be for one year commencing on the date this Agreement is fully-executed by both Parties and may be extended for four (4) additional one year Terms without formal approval of the City Commission provided the CITY forwards LICENSOR written notice requesting said extension a minimum of ninety (90) days prior to expiration of the current Term, the Parties' rights and obligations hereunder remain the same and both Parties' Contract Administrators as defined in Article 9 agree in writing to extend the Term for another year.

2. USE AND MAINTENANCE

CITY is entitled to exclusive use and possession of the Licensed Area depicted in Exhibit "A" throughout the Term and shall have a right to access over and across it for pedestrian and vehicular ingress, egress and movement by the general public except that CITY shall reserve up to ten (10) spaces as overflow parking for LICENSOR'S Hilton Hotel employees where they can park free of charge by pre-registering their name and license plate number with the CITY's Contract Administrator. CITY, its agents and patrons shall have the right to enter the Licensed Area from the paved driveway adjacent to SE 2nd Street as depicted in the top left corner of proposed Parking Layout depicted in Exhibit "B" attached hereto and made a part hereof.

The Parties understand, acknowledge and agree that CITY shall not make any permanent improvements to the Licensed Area which has not been improved or determined fit for the specific purpose of public parking and that that neither Party shall in any way be responsible for any property of the other Party, their employees, invitees or other agents that may be left in the Licensed Area.

LICENSOR understands, acknowledges and agrees that CITY shall have the right to apply for and secure the governmental approvals and permits necessary to lawfully utilize the Licensed Area for public parking as described herein which includes installation of concrete wheel stops as well as equipment and signage reflecting the days and hours of operation and use of PayByPhone. LICENSOR agrees to cooperate with CITY and execute all documents necessary to obtain the

foregoing governmental approvals and permits and shall not incur any cost or liability for doing so.

LICENSOR also acknowledges and agrees that CITY shall have the right to utilize a third party to provide comprehensive management and enforcement services for the Licensed Area during operating hours (the "Parking Manager") and that LICENSOR shall promptly respond to concerns regarding the Licensed Area raised by CITY, its employees or other agents and timely take appropriate action as warranted by the circumstances.

CITY shall not use or permit any part of the Licensed Area to be use for any purpose other than the purpose stated in this Agreement and agrees to keep it clean and orderly and to routinely and expeditiously remove any trash, debris, garbage or waste that may accumulate during the Term. CITY shall, at its sole cost, comply with all requirements of any insurance organization or company necessary to maintain the insurance required hereunder to cover any improvements or appurtenances at any time located on the Licensed Area. No use shall be made or acts done that will cause cancellation of any insurance policy covering the Licensed Area nor shall CITY sell or permit to be kept, used, or sold, in or about it, any item prohibited by the standard form of fire insurance policy.

3. LICENSE FEE

As compensation for CITY's use of the Licensed Area as described herein, commencing on the day CITY begins public parking operations on the Licensed Area, CITY agrees to pay to LICENSOR fifty percent (50%) of the CITY's gross receipts from said use (the "License Fee"). Gross receipts shall include all revenue received from parking vehicles in the Licensed Area less any sales tax actually paid by CITY to applicable governmental authorities for parking revenue received by CITY. The License Fee may be paid by check or wire transfer made payable to LICENSOR on the 15th day of each month for the preceding month's collection.

4. LICENSOR REPRESENTATIONS

LICENSOR makes the following representations to CITY, which CITY materially relies upon in entering into this Agreement: (1) LICENSOR is the owner of the real property that is the subject of this License Agreement and has the power and authority to enter into this Agreement; (2) LICENSOR's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSOR to be in default of any provisions of any governing documents, rules and regulations, or any other agreement to which LICENSOR is a party or constitute a default or cause acceleration of any obligation of LICENSOR under such an agreement; (3) the individuals executing this Agreement and related documents on behalf of LICENSOR are duly authorized to take such action, which action shall be, and is, binding on LICENSOR; (4) there are no legal actions, suits or proceedings pending or threatened against or affecting LICENSOR that LICENSOR is aware of that would have a material adverse effect on LICENSOR's ability to perform its obligations hereunder and LICENSOR agrees it shall provide CITY written notice of any such action, claim or litigation within thirty (30) days of learning of same; and (5) LICENSOR agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement.

5. NONASSIGNABILITY AND SUBCONTRACTING

This Agreement is not assignable and the Parties agree that they shall not sell, assign, transfer, merge or otherwise convey any of their interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from the other party. Any attempt by either party to assign or transfer any of its rights or obligations under this Agreement without first obtaining the other party's written approval will result in immediate cancellation of this Agreement.

Specifically, no formal assignment of any right or obligation under this Agreement shall be binding on the CITY without the written consent of the City Commission of Pompano Beach. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership and, in the event of LICENSOR's insolvency or bankruptcy, CITY shall have the right to terminate and cancel this Agreement in accordance with the notice provisions of Paragraph 9 herein.

6. INSURANCE

LICENSOR shall provide general liability insurance in the amount of \$1,000,000.00 for the Licensed Area throughout the Term which shall be memorialized in a Certificate of Insurance, name CITY as the Certificate Holder and be approved in writing by the CITY's Risk Manager prior to CITY's execution of this Agreement.

CITY agrees to maintain a qualified insurance program in the limits specified in Florida Statute §768.28 and provide a Certificate of Insurance naming LICENSOR as the Certificate Holder which shall provide for General, Automobile, Workers Compensation and Employers Liability Coverage, a copy of which is attached hereto and made a part hereof as Exhibit "C". In the event CITY's insurance program is modified during the Term of this License, CITY shall provide LICENSOR with at least thirty (30) days prior written notice.

Furthermore, if CITY engages a third party to manage or enforce payment of public parking fees in the Licensed Area, then CITY's Parking Manager shall also be required to provide insurance coverage in the amounts noted on Exhibit "D" attached hereto and made a part hereof which shall name LICENSOR as the Certificate Holder.

Should any of the insurance policies required hereunder be canceled, modified or substantially modified during the Term, the issuing entity shall provide the Certificate Holder thirty (30) days advance written notice.

No Party shall have any right or claim against the other for any property damage or loss (whether caused by negligence or the condition of the Licensed Area or any part thereof) by way of subrogation or assignment and the Parties waive and relinquish any such right of recovery to the extent such damage or loss is covered by an insurance policy required hereunder. The Parties shall each request its insurance carrier endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of the other Party to this Agreement. It is the express intention of the Parties that the waivers contained in this paragraph apply to all matters described in this Agreement, including, without limitation, any matter that is caused in whole or

in part by the sole or concurrent negligence of either Party, or any of their employees, agents, or invitees.

7. LICENSES, PERMITS AND AUTHORIZATIONS

In the conduct of its activities under this Agreement, CITY shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations.

8. INDEMNIFICATION AND SOVEREIGN IMMUNITY

To the extent permitted by law and the limits set forth in Section 768.28, Florida Statutes, CITY shall indemnify, defend, save and hold harmless LICENSOR from and against any loss; liability; claim; damage; expense, penalty or fine, including bodily injury, death and property damage arising out of negligent use or operation of the Licensed Area by CITY, its employees, agents, representatives, contractors or invitees during operating hours of the public parking lot while under CITY's control. The foregoing indemnification shall include, without limitation, an obligation to repair or pay for damage to the landscaping, personal property, fixtures and improvements located on the Licensed Area. Said limited indemnification shall not include claims due to negligence or violation of any laws by LICENSOR, its employees, contractors or other agents.

LICENSOR shall indemnify, defend, save and hold harmless CITY, its officials, managers, employees, contractors, representatives and other agents from and against any loss, liability, claim, damage, expense, penalty or fine, including bodily injury, death and property damage arising out of negligent use of the Licensed Area by LICENSOR, its respective employees, representatives, agents, contractors and invitees.

LICENSOR acknowledges and agrees that one percent (1%) of the License Fee paid and the CITY's provision of in-kind benefits shall serve as adequate consideration for such indemnification. Both Parties agree they would not have entered into this Agreement without the above-described indemnification.

For purposes of this Agreement, "Loss" or "Claim" shall mean any obligation; liability; claim; lien or encumbrance; loss; damage; cost, or expense; including, but not limited to, any claim for damage to property or injury to or death of any persons. Each claim for indemnification made hereunder shall be subject to the following provisions: (i) the indemnity shall cover the indemnitee's costs and expenses, including, without limitation, reasonable attorneys' fees, disbursements and court costs related to any actions, suits or judgments incident to any of the matters covered by such indemnity, whether at trial or on appeal and (ii) indemnitee shall notify indemnitor of any Claim against indemnitee covered by the indemnity within thirty (30) days after it has notice of such Claim. However, indemnitee's failure to notify indemnitor shall in no case prejudice indemnitee's rights hereunder unless indemnitor shall be prejudiced by that failure and then only to the extent that indemnitor shall be prejudiced by said failure. Should indemnitor fail to discharge or undertake to defend indemnitee against such liability upon learning of a Claim, the indemnitee may settle such liability and indemnitor's liability hereunder shall be conclusively established by that settlement, the amount of such liability to include both the settlement

consideration and indemnitee's reasonable costs and expenses, including attorneys' fees, disbursements and court costs incurred in effecting said settlement.

The obligations of the Parties under this Article shall survive the termination or expiration of this Agreement and remain binding upon them until said obligations are fully observed, kept or performed.

Nothing contained in this Agreement shall be construed as consent from either party to be sued by third parties or to affect in any way the rights, privileges and immunities of CITY, or be intended to serve as a waiver of sovereign immunity as set forth in §768.28, Florida Statutes. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

9. NOTICES AND DEMANDS

During the term of this Agreement, the CITY's Contract Administrator shall be Jeff Lantz and the LICENSOR's Contract Administrator shall be Ashish Patel as further identified below.

Whenever notice, demand or other communication may or shall be given by one party to another hereunder, it must be in writing and forwarded (i) upon the parties' mutual written consent, via trackable email that provides delivery/read receipts or (ii) postage prepaid via certified U.S. mail or other trackable common carrier such as FedEx, UPS, etc., and forwarded to the representative and mailing address set forth below until changed by written notice in accordance with this Article and a contemporaneous copy sent to the designated email that provides the delivery method and tracking number.

For LICENSOR:

Hansa and Girish Patel 5700 Harborage Dr. Fort Myers, FL 33908 Email <u>Girishmpatel51@gmail.com</u> 239-695-4224 Phone

For CITY:

Gregory Harrison, City Manager City of Pompano Beach P.O. Drawer 1300 Pompano Beach, Florida 33061 Email <u>Greg.Harrison@copbfl.com</u> 954-786-4601 Office 954-786-4504 Fax

With a copy to:

Aashish Patel 17595 S. Tamiami Trail, Suite 120 Fort Myers, FL 33908 Email <u>Aashishgmadhav@gmail.com</u> 239-768-2525 Cell

With a copy to:

Mark Berman, City Attorney
City of Pompano Beach
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, Florida 33060
Email Mark.Berman@copbfl.com
954-786-4614 Office
954-786-4113 Fax

Jeff Lantz, Contract Administrator City of Pompano Beach 3460 NE 3rd Street Pompano Beach, Florida 33062 Email <u>Jeff.Lantz@copbfl.com</u> 954-786-5580 Office

10. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL; NON-EXCLUSIVITY

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statue or otherwise.

11. ATTORNEY'S FEES

In the event of any litigation involving the provisions of this Agreement, both Parties agree the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through trial and all appellate levels. The provisions of this Article shall survive termination of this Agreement.

12. FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, pandemic, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail said event and diligently proceed to correct the adverse effect(s) or by the parties' mutual agreement, may reschedule performance of the Work or services to a later date. The parties agree, that to this Article, time is of the essence.

13. WAIVER AND MODIFICATION

- A. No waiver by either party with respect to performance, manner, time or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations to the other Party. CITY's failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.
- B. Either Party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided, such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

14. SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

15. LICENSE NOT LEASE

Both Parties acknowledge and agree this license shall not be deemed a lease but rather a license granted to CITY by LICENSOR to provide the Licensed Area under the conditions and purposes expressed in this Agreement and shall not be construed to be a license to engage in any other uses. CITY understands and agrees that it takes the Licensed Area in "as is" condition.

16. TERMINATION

- A. <u>Termination for Cause</u>. Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement, if such breach or default remains uncured for more than five (5) days after written notice thereof from the non-defaulting party to the defaulting party, or such longer period as may be reasonably required under the circumstances as long as the defaulting party commences the cure of such breach or default prior to the expiration of such thirty (30) day period and diligently thereafter pursues the cure of the breach or default to completion. Any such notice of default shall describe in reasonable detail the alleged breach or default.
- B. <u>Termination for Convenience</u>. After expiration of the first Term, either party may terminate this Agreement for convenience upon no less than ninety (90) days prior written notice to the other party. If CITY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience which shall be effective after the notice for cause is provided.
- C. Upon termination of this Agreement, CITY shall timely remove all CITY-installed improvements including, but not limited to, parking meters and signage and return the Licensed Area to LICENSOR. On termination, any sums payable by CITY to LICENSOR under this Agreement shall be prorated as of the termination date.

17. BINDING EFFECT

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the Parties.

18. MISCELLANEOUS

- A. Regardless of which Party or Party's counsel prepared the original draft and subsequent revisions of this Agreement, LICENSOR, CITY and their respective counsel have had equal opportunity to contribute to its contents and this Agreement shall not be deemed to be the product of, and therefore construed against, either Party. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the Parties and that no modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.
- B. LICENSOR agrees to pay any and all ad valorem real estate taxes, charges or special assessments that at any time may be levied by any federal, state, county, city or any other levying body upon the Licensed Area. CITY shall be solely obligated to pay any tangible personal property taxes assessed against any fixtures, equipment, or other personal property installed in or brought onto the Licensed Area by CITY and for its sales tax collections and remittances.
- C. CITY shall not install any improvements without LICENSOR's prior written approval which shall not be unreasonably withheld. CITY is not obligated to make any repairs, replacements or renewals of any kind whatsoever to the Licensed Area unless such improvements were made by CITY or the repair, replacement or renewal is required due to CITY's gross negligence. Where applicable, CITY shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting improvements made by CITY on the Licensed Area.
- D. In case of damage to or destruction of any improvement due to CITY's negligence or the negligent actions of its employees, invitees or agents, CITY shall at its own expense promptly repair and restore the improvement to a condition as good as that which existed prior to the damage or destruction. All other damage to or destruction of any improvement not due to the negligence of CITY, its employees, invitees or agents shall be LICENSOR's sole responsibility.
- E. Each Party to this Agreement shall promptly notify the other Party of any unsafe condition on the Licensed Area in writing upon discovery in accordance with Paragraph 9 herein.

19. ENTIRE AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and both Parties agree there are no commitments, agreements or understandings relevant to the subject matter that are not contained in this Agreement. Accordingly, both Parties agree not to deviate from the terms in this Agreement predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

	<u>"CITY":</u>
	CITY OF POMPANO BEACH
	By:REX HARDIN, MAYOR
	By:GREGORY P. HARRISON, CITY MANAGER
Attest:	
ASCELETA HAMMOND, CITY CLERK	(SEAL)
APPROVED AS TO FORM:	
MARK E. BERMAN, CITY ATTORNEY	

"LICENSOR"

Witnesses:	By:	HANSA PATEL
Print Name Gorden Duncan	By:	GIRISH PATEL
Print Name		
THE STATE OF Florida		
COUNTY OF		
They are personally known to me or has as identified as id	NSA Inverpression	
NOTARY'S SEAL:		q
		GORDON R. DUNCAN BY THE STATE OF THE COMMISSION # GG 301200 EXPIRES: June 12, 2023 Bonded Thru Notary Public Underwriters
	Com	mission Number

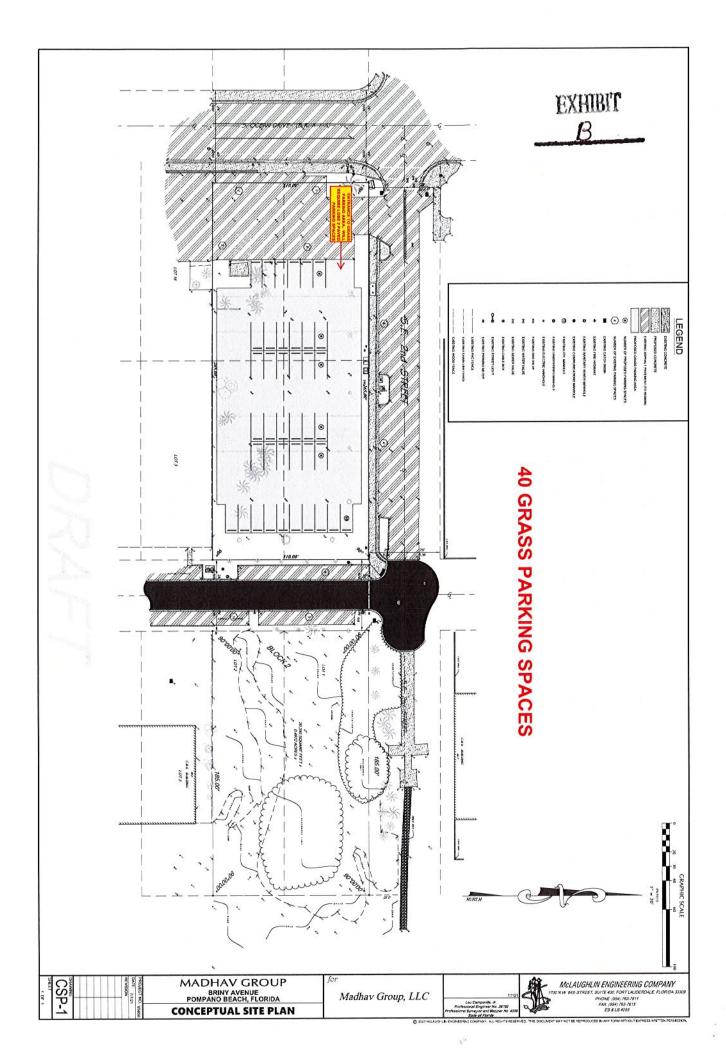
EXHIBIT "A"

THE LICENSED AREA

(Folio No. 494306060380)



Lots 1, 2, 17 and 18, Block 5, POMPANO BEACH BLOUNT BROS. REALTY CO. SUBDIVISION, recorded in Plat Book 2, Page 43, of the Public Records of Broward County, Florida.



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT

DATE (MM/DD/YYYY)

7/21/2021

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

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PRODUCER Arthur J. Gallagher Risk Management S		-	CONTACT NAME: PHONE (A/C, No. Ext); 561-99!		FAX (A/C. I	No): 561-995	-6708
2255 Glades Road, Suite #200E Boca Raton FL 33431			E-MAIL ADDRESS:	<u>, </u>		101,	
Boca Naton (°E 3545 (URERIS) AEEOI	RDING COVERAGE		NAIC#
			INSURER A : Underwr				15642
NSURED		POMPBEA-01	INSURER B : Safety N			.	15105
CITY OF POMPANO BEACH P.O. Drawer 1300			INSURER C:	anorial Coop	ony corporation		
Pompano Beach, FL 33061			(NSURER D :				
			INSURER E :				
			INSURER F :				
COVERAGES CERT	IFICATE	NUMBER: 928011879			REVISION NUMBER		
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HANSA AND GIRISH PATE	EL						
5700 Harborage Drive Fort Myers FL 33908			AUTHORIZED REPRESE	NTATIVE			

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Mak



ONEPARK-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2021

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

PRODUCER License # 0C36861	CONTACT NAME:					
Thousand Oaks-Alliant Insurance Services, Inc.	PHONE (A/C, No, Ext): (805) 777-4770	FAX (A/C, No): (619)	699-2159			
325 East Hillcrest Dr Ste 250 Thousand Oaks, CA 91360	E-MAIL ADDRESS:		,			
	INSURER(S) AFFORDING CO	OVERAGE	NAIC#			
	INSURER A: Gotham Insurance Company					
INSURED	INSURER B: New York Marine And General Insurance Company 16608					
One Parking, Inc.	INSURER C:					
477 S Rosemary Ave Ste 202	INSURER D :					
West Palm Beach, FL 33401	INSURER E :					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER:

REVISION NUMBER:

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

NSR LTR		TYPE OF INSURANCE	ADDL	SUBF	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
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		CLAIMS-MADE X OCCUR	Х	X	GL2021PKF00174	3/1/2021	3/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
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								PERSONAL & ADV INJURY	\$	1,000,000
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		POLICY PRO- X LOC						PRODUCTS - COMP/OP AGG	s	1,000,000
		OTHER:						Parking E&O	s	
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
	X	ANY AUTO	х	Х	AU202100017674	3/1/2021	3/1/2022	BODILY INJURY (Per person)	s	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	s	
		HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	s	
									\$	
Α		UMBRELLA LIAB X OCCUR					100000000000000000000000000000000000000	EACH OCCURRENCE	\$	5,000,000
	X	EXCESS LIAB CLAIMS-MADE	Х	Х	XS2021PKF00116	3/1/2021	3/1/2022	AGGREGATE	\$	5,000,000
		DED X RETENTION\$ 0							\$	
В	WOR	KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A	Х	WC202100021223	3/1/2021	3/1/2022	E.L. EACH ACCIDENT	\$	1,000,000
		CER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Gar	agekeepers Legal			GL2021PKF00174	3/1/2021	3/1/2022	Limit	0.000	1,000,000
Α	Lial	oility			GL2021PKF00174	3/1/2021	3/1/2022			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pompano Beach, as its interests may appear, its officers, employees and agents are named as additional insured only where required by written contract (except wc) with respects to liability in the performance of your ongoing operations for the additional insured. Location to be determined with proposal approval.

General Liability Additional Insured Endorsement #GL05570419 General Liability Waiver of Subrogation on endorsement #GL05570419 General Liability Primary/Non-Contributory on endorsement #GL05570419 SEE ATTACHED ACORD 101

C	Ε	R	T	IF	IC	A.	TΕ	Н	0	L	D	EF	8

CANCELLATION

City of Pompano Beach its officers, employees and agents Address to be determined **EVIDENCE OF INSURANCE**

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

Katherine L. Phillips

LOC#: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thousand Oaks-Alliant Insurance Services, Inc. POLICY NUMBER SEE PAGE 1		NAMED INSURED One Parking, Inc. 477 S Rosemary Ave Ste 202 West Palm Beach, FL 33401
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Automobile Liability Additional Insured Endorsement #AU01131114
Automobile Liability Waiver of Subrogation on endorsement #AU01131114
Automobile Liability Primary/Non-Contributory on endorsement #AU01131114
Workers Compensation Waiver of Subrogation will be ordered.

Cancellation Provisions on endorsement #CG0220 03 12

COMPLETE EXCESS POLICIES INFORMATION

1st Layer/Primary Excess

Gotham Ins. Co. Policy #XS2021PKF00116

Effective 03/01/21 to 03/01/22
Limit Per Occurrence \$5,000,000
Aggregate \$5,000,000

Includes Excess Garagekeepers Legal Liability

2nd Layer Excess

Fireman's Fund Ins. Co. Policy #: USL005018212

Effective 03/01/21 to 03/01/22 Limit Per Occurrence \$15,000,000 Aggregate \$15,000,000

Includes Excess Garagekeepers Legal Liability

Total Excess Limits All 2 policies is \$20,000,000 Per Occurrence \$20,000,000 Aggregate

Total Per Occurrence Total General Aggregate \$21,000,000 \$22,000,000

Excess is following form

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARKING OPERATIONS ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. ADDITIONAL INSUREDS

The following Paragraphs are added to SECTION II - WHO IS AN INSURED:

1. Broad Named Insured

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof), will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

2. Lessor Of Leased Equipment

- a. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- **b.** The insurance afforded these additional insureds does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Managers Or Lessors Of Premises

- a. Any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you subject to the additional exclusions in b. below.
- **b.** The following additional exclusions apply to the insurance afforded these additional insureds: This insurance does not apply to:
 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural atterations, new construction or demolition operations performed by or on behalf of such person or organization.

4. Owners, Lessees Or Contractors

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

- A person's or organization's status as an additional insured under this endorsement ends when your operations for that insured are completed.
- **b.** The following additional exclusions apply to the insurance afforded these additional insureds: This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

5. Vendors

- a. Any person or organization (referred to as vendor) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to "bodily injury" or "property damage" arising out of "your products" covered within this policy, which are distributed or sold in the regular course of the vendor's business, subject to the additional exclusions in b. below.
- b. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor:
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its "employees" or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in sub-paragraphs 4, or 6,; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- c. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

6. Written Contract, Agreement or Permit

- **a.** Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract, written agreement, or permit that is:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
- b. The insurance provided to the additional insured by this extension of coverage applies as follows: That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated within the written contract or written agreement.
- c. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.
- d. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by the rendering of or failure to render any professional services.
- 7. With respect to the Additional Insureds included in this endorsement, the following Paragraphs are added:
 - a. The Limits of Insurance applicable to an additional insured are those specified in the written contract, written agreement, or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
 - b. The following Paragraph is added to Condition 4. Other Insurance a. Primary Insurance With respect to the Additional Insureds included above, this insurance will be primary and non-contributory regardless of whether other insurance is available to the additional insured on a primary basis.
 - c. Paragraph 4. Other Insurance, b. Excess Insurance (1) (b) is deleted.
 - d. Paragraph 4. Other Insurance, c. Method Of Sharing is deleted.

B. "BODILY INJURY" REDEFINED

The following definition in **SECTION V** – **DEFINITIONS** is deleted and replaced by:

Bodily Injury

"Bodily injury" means bodily injury, sickness or disease, sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or mental injury sustained by a person, but only if these result from covered physical harm, physical sickness or physical disease.

C. DAMAGE TO RENTED PREMISES

Exclusion 2. j. Damage To Property in SECTION I – COVERAGES, COVERAGE A. is amended as follows: The paragraph immediately following (6) is deleted and replaced by:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days or to premises while rented, leased or operated by you with the permission of the owner, for your parking operations. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

D. EXPANDED DEFINITIONS OF EMPLOYEE

The following replaces the definition of "employee" in SECTION V - DEFINITIONS:

Employee

"Employee" includes a "leased worker" or a "temporary worker".

E. EXPANDED DEFINITION OF PERSONAL AND ADVERTISING INJURY

The following is added to the definition of "personal and advertising injury" in SECTION V - DEFINITIONS:

Personal And Advertising Injury

"Personal and advertising injury" includes the additional offense of abuse of process.

F. NOTICE AND KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:

The notification requirements of Paragraphs 2.a. and 2.b. in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS apply only when the "occurrence", offense, claim or "suit" are known to:

- You, if you are an individual;
- 2. A partner or member, if you are a partnership or joint venture;
- 3. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- 4. A member or manager, if you are a limited liability company; or
- 5. An insurance manager, risk manager, third party administrator or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" does not in and of itself constitute knowledge to you unless an individual described in 1 – 5 above has actual knowledge of the "occurrence", offense, claim or "suit".

G. NON-OWNED WATERCRAFT

 Subparagraph (2) in 2. Exclusions, g. Aircraft, Auto or Watercraft, in SECTION I – COVERAGES, COVERAGE A is deleted and replaced by:

A watercraft you do not own that is:

- a. Less than 52 feet long; and
- b. Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

2. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

H. OPERATION OF CUSTOMER'S AUTO

- 1. Subparagraph (3) in 2. Exclusions, g. Aircraft, Auto or Watercraft, in SECTION I COVERAGES, COVERAGE A is deleted and replaced by:
 - a. Parking a "customer's auto" on, or on the ways next to, premises you own, rent or operate, provided the "auto" is not owned by or rented or loaned to you or the insured;
 - b. Any "customer's auto" on the way directly to or from those premises you own, rent or operate as a parking company, provided that the "auto" is not owned by, rented or loaned to the named insured.
 - c. Moving a "customer's auto" on the way to or from an "auto" garage or repair facility while being driven by you, or your "employee" at your direction.

2. The following definitions in SECTION V - DEFINITIONS are amended to include:

Customer's Autos

"Customer's Auto" means an "auto", including bicycles, on those premises you own, rent or operate as a parking company and in the insured's care, custody, or control. "Customer's Autos" also means incidental transport of "customer's autos" for the purpose of auto repair or service and hand washing/detailing of "autos".

"Customer's Auto" does not include:

- a. shuttle operations; or
- b. an "auto" owned by, rented or loaned to the named insured.

I. PREMISES EXTENSION

Paragraph 6. In SECTION III - LIMITS OF INSURANCE is deleted and replaced by:

Subject to Paragraph 5, above, the Damage To Premises Rented, Leased, Or Operated By You Limit is the most we will pay under COVERAGE A for damages because of "property damage" to any one premises, while rented, leased or operated by you with permission of the owner, for your parking operations, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

J. PROPERTY DAMAGE EXCEPTION

Exclusion 2. a. Expected or Intended Injury in SECTION I – COVERAGES, COVERAGE A is deleted and replaced by:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following Paragraph is added to Condition 6. Representations:

Failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, provided such failure to disclose all hazards or prior "occurrences" or offenses is unintentional.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following Paragraph is added to Condition 8. Transfer of Rights of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract or a written agreement that you have agreed to prior to loss.

All other terms and conditions remain unchanged.

Fellow Employee - Officers, Managers and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

A.	Airbag Coverage	M.	Supervisors
В.	Audio, Visual And Data Electronic Equipment Coverage	N.	Hybrid Payment Coverage
C.	Blanket Additional Insured Required By Contract	Ο.	Newly Acquired or Formed Entities
D.	Blanket Waiver Of Subrogation	P.	New Vehicle Replacement Cost
E.	Broadened Named Insured	Q.	Personal Effects And Property Of Others
F.	Duties In The Event Of Accident, Claim, Suit Or Loss	R.	Rental Reimbursement Coverage
G.	Employees As Insureds	S.	Sign Coverage
Н.	Employee Hired Autos Liability Coverage	T.	Supplementary Payments – Bail Bonds
I.	Expanded Towing Coverage	U.	Supplementary Payments – Loss Of Earnings
J.	Expanded Transportation Expenses	V.	Temporary Substitute Autos – Physical Damage Coverage
K.	Extended Glass Coverage	W.	Unintentional Failure To Disclose Information
L.	Extra Expense – Stolen Autos		

BUSINESS AUTO COVERAGE FORM is amended to include the following additions and extensions of coverage:

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

A. AIRBAG COVERAGE

Paragraph B.2 of the Exclusions provisions of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The exclusion for mechanical or electrical breakdown does not apply to the accidental discharge of an airbag when "you" carry Comprehensive or Collision Coverage. This coverage is excess over any other collectible insurance or warranty. No deductible applies to this coverage.

B. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

1. We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the loss or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of "loss" and such equipment is designed to be solely operated by use of the power from the covered "auto's" electrical system, in or upon the covered "auto", including its accessories. However, this does not include tapes, records or discs.

The Exclusions listed under Paragraph B. of SECTION III – PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusion applies:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

- (a) Necessary for the normal operations of the covered "auto" or the monitoring of the covered "autos" operating system; or
- (b) Both:
 - (i) An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - (ii) Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

Paragraph C.1.b of the Limits of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

- 2. The most we will pay for all loss or damage to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "loss" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - **b.** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

Paragraph D. Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

3. Deductibles applicable to SECTION III – PHYSICAL DAMAGE COVERAGE do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided here is excess. However, you may elect to apply the limit, or any portion thereof, of coverage provided in this policy to pay any deductibles that is applicable under the provisions of the other coverage.

C. BLANKET ADDITIONAL INSURED COVERAGE - REQUIRED BY CONTRACT

Paragraph A.1. Who is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE, is amended by the addition of the following:

- 1. Any person or organization with respect to the operation, maintenance, or use, of a covered auto, provided that you and such person or organization have agreed under an expressed provision in a written contract or written agreement or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an insured.
 However, such person or organization is an insured:
 - a. Only with respect to the operation, maintenance, or use, of a covered auto; and
 - b. Caused in whole or part by your acts or omissions or the acts or omissions of those acting on your behalf.
 - c. Only for, bodily injury or property damage caused by an accident which takes place after:
 - (1) You executed the "insured contract" or written agreement; or
 - (2) The permit has been issued to you.

D. BLANKET WAIVER OF SUBROGATION

Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us of SECTION IV – BUSINESS AUTO CONDITIONS is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage from.

E. BROADENED NAMED INSURED

Paragraph A.1. Who is An insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended by the addition of the following:

Any organization you own as of the inception date of the policy, or any organization that you newly acquire or form during the policy period, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest during the policy period, will qualify as a Named Insured if:

- 1. There is no other similar insurance available to that organization; and
- 2. The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- 3. The organization is incorporated or organized under the laws of the United States of America.

Coverage under this provision is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this coverage, or the next anniversary of its inception date, whichever is earlier.

However, coverage under this provision does not apply to:

- 1. "Bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization; and
- 2. Any person or organization with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- 3. Any organization that is covered as an "insured" under any other automobile liability insurance policy, or would be an "insured" under such policy but for the termination of such policy, or the exhaustion of such policy's limits of insurance or the insolvency of the insurer.

F. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. of the Loss Conditions provision of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced by the following:

- 1. In the event of "accident", claim, "suit" or "loss":
 - a. You must give us or our authorized representative prompt notice of the "accident" or "loss" after it becomes known to:
 - You, if you are an individual;
 - (2) Your partner or member, if you are a partnership or joint venture;
 - (3) Your member, if you are a limited liability company; or
 - (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company.
 - (5) Your authorized representative or insurance manager.

Knowledge of an "accident" by persons other than those listed above does not imply that those listed above also have such knowledge.

- b. To the extent possible, notice should include:
 - (1) How, when and where the "accident" or "loss" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "accident".

G. EMPLOYEES AS INSUREDS

Paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended by the addition of the following:

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.

H. EMPLOYEE HIRED AUTOS LIABILITY COVERAGE

Paragraph A.1. Who Is An insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

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

EXPANDED TOWING COVERAGE

Paragraph A.2. Towing of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

We will pay up to:

- 1. \$250 for a covered "auto" you own of the private passenger type; or
- 2. \$750 for a covered "auto" you own that is not of the private passenger type;

For towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement. A \$250 deductible will be applied to covered "autos" that are not of the private passenger type.

This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverage.

J. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. Transportation Expenses of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

K. EXTENDED GLASS COVERAGE

Paragraph A.3.a. of the Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles provision of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

Glass breakage – if glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$250. If glass can be repaired and is actually repaired rather than replaced, the deductible will be \$100. You have the option of having the glass repaired rather than replaced.

L. EXTRA EXPENSE - STOLEN AUTOS

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

We will pay up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

M. FELLOW EMPLOYEE - OFFICERS, MANAGERS AND SUPERVISORS

Paragraph B.5.a. of the Exclusions provision of SECTION II – COVERED AUTOS LIABILITY COVERAGE is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

This exclusion does not apply to an "insured" who occupies a position as an officer, manager or supervisor.

N. HYBRID PAYMENT COVERAGE

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

- 1. In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:
 - a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less;
 - b. The auto must be replaced and a copy of the bill of sale or new lease agreement is received by us within 60 days of the date of "loss";
 - c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of this coverage provision;

- a. "Non-hybrid" auto means an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. "Hybrid" auto means an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto; or the internal combustion engine to charge one or more electric motors, which move the auto.

O. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form during the policy period, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the end of the policy period.

P. NEW VEHICLE REPLACEMENT COST

Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The provisions of paragraph 1. and 2. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight of 10,000 pounds or less which is a "new vehicle".

In the event of total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased; or
- **b.** If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model and equipment or the most similar model available, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership; or
- **c.** The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases.

For the purposes of this coverage provision, "new vehicle" means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

Q. PERSONAL EFFECTS AND PROPERTY OF OTHERS

- Paragraph B.6. Care, Custody Or Control under the Exclusions provision of SECTION II COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
- 2. Paragraph A.4. Coverage Extensions under the Coverage provision of SECTION III PHYSICAL DAMAGE COVERAGE, is amended by the addition of the following:

We will pay up to \$5,000 for your personal property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

R. RENTAL REIMBURSEMENT COVERAGE

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

- 1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- 3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- 4. Our payment is limited to the lesser of the following amounts:
 - Necessary and actual expenses incurred.
 - b. \$100 for any one day and to a maximum of \$3,000.
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

S. SIGN COVERAGE

Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

We will pay for "loss" to signs, murals, paintings or graphics, as part of the equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

- (1) The actual cash value of the property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- (3) \$2,000.

T. SUPPLEMENTARY PAYMENTS - BAIL BONDS

Paragraph A.2.a. (2) of the Coverage Extensions provision of SECTION II – COVERED AUTOS LIABILITY COVERAGE is deleted and replaced by the following:

Up to \$2,500 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.

U. SUPPLEMTARY PAYMENTS - LOSS OF EARNINGS

Paragraph A.2.a. (4) of the Coverage Extensions provision of SECTION II – COVERED AUTOS LIABILITY COVERAGE is deleted and replaced by the following:

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.

V. TEMPORARY SUBSTITUE AUTOS - PHYSICAL DAMAGE COVERAGE

Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos of SECTION 1 – COVERED AUTOS is amended by the addition of the following:

If Physical Damage Coverage is provided under this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

W. UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION

Paragraph B.2. Concealment, Misrepresentation Or Fraud of SECTION IV – BUSINESS AUTO CONDITIONS is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure.

However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCT WITHDRAWAL COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:
 - 2. Cancellation Of Policies In Effect
 - a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.
- B. Paragraph 3. of the Cancellation Common Policy Condition is replaced by the following:
 - We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

- C. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:
 - 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

D. The following is added and supersedes any other provision to the contrary:

Nonrenewal

- If we decide not to renew this policy, we will
 mail or deliver to the first Named Insured
 written notice of nonrenewal, accompanied by
 the reason for nonrenewal, at least 45 days
 prior to the expiration of this policy.
- Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

MHOWARDSELEMAN



CERTIFICATE OF LIABILITY INSURANCE

3/11/2021

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 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).

th	nis certificate does not confer rights to bucker License # 0C36861	o the	cert	tificate holder in lieu of si	CONTA NAME:	lorsement(s)				
Thousand Oaks-Alliant Insurance Services, Inc.						NAME: PHONE (A/C, No, Ext): (805) 777-4770 FAX (A/C, No): (619) 699-2159				
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	
Α	Cyber Liability			6607688-01		3/1/2021	3/1/2022	Each Claim or Breach		5,000,00
Α	199 6559			6607688-01		3/1/2021	3/1/2022	Policy Aggregate		5,000,00
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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 03/11/2021

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.

	ucer License	# 0C36861		CONTACT NAME:						
Thou	sand Oaks-Allia	nt insurance S	ervices, Inc.	PHONE (A/C, No, Ext): (8	PHONE (A/C, No, Ext): (805) 777-4770 FAX (A/C, No): (619					
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				INSURER E :					:	
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ACORD 24 (2016/03)

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AGENCY	CUSTOMER ID	ONEPA	RK-01
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MHOWARDSELEMAN

LOC#:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	License # 0C36861	
Thousand Oaks-Alliant Insurance Services, Inc.		One Parking, Inc. 477 S Rosemary Ave Ste 202
POLICY NUMBER		West Palm Beach, FL 33401
SEE PAGE 1		
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

Special Conditions:

Money & Securities Inside Premises \$500,000 Deductible \$1,000 Money & Securities Outside Premises \$500,000 Deductible \$1,000 Computer Crime Fraud \$500,000 Deductible \$1,000 Funds Transfer Fraud \$500,000 Deductible \$1,000