



CITY OF
MARGATE
Together We Make It Great

901 NW 66th Avenue, Margate, FL 33063 (954)979-6213



Application For TEMPORARY USE PERMIT (TUP)

Applicant: KIWANKS CLUB OF MARGATE - COLONNET LK
Address: 2990 NW 2ND AVENUE Phone: 954-973-2770
POMPANO BEACH, FL 33064 Email: MRSR@STORANTE207@
ATT.NET

TUP Description: SALE CHRISTMAS TREES & RELATED ITEMS
TUP Address: 1423 N. STAR RD 7 Anticipated Attendance: 50 PER.
MARGATE, FL 33063 Date(s): 11/16 - 12/24/20
Hours of Operation: 9 AM - 9 PM Set-up/Clearing Dates: 11/16 - 20 / 12/19 - 24/20
Specific Activities: SELLING CHRISTMAS TREES & RELATED ITEMS

Describe provision of water, electric, restrooms, and security: WATER - MARGATE / DIST.
GENERATOR / RESTR. - PORTABLE / SEC. - NONE

Fireworks display?: ☐ Yes ☒ No

Application fee: \$250 for TUP's which require City Commission approval; \$75 for all others. 501 Tax exempt organizations (other than 501c4) are exempt from this fee.

Applications shall include:

- Notarized affidavit from property owner, granting permission.
- Detailed site plan.
- Executed hold harmless agreement.
- Current insurance certificate naming the City as additional insured.
- Additional information including signage, parking, traffic circulation, building and fire prevention regulations, applicable food vendor or catering licenses from the Florida Department of Business and Professional Regulations.

Applications must be submitted at least 30 days prior to the start date of a TUP approved administratively.
Applications must be submitted at least 90 days prior to the start date of a TUP approved by the City Commission.

CITY OF MARGATE



HOLD-HARMLESS AGREEMENT

RE: TEMPORARY USE

TUP Name/Description: SALE CHRISTMAS TREES & RELATED ITEMS

TUP Location: 1423 N. STATE RD. 7 MARGATE, FL 33023

Date(s) of TUP: 11/12 - 12/21/20

Property Legal Description: MARGATE: 2ND ADD 40-44 B PARCEL A B/LK 12 LESS FOR DEED AS BKG NW COR SAND PAR A, S 17 E 39, 86 N. 7 E 175, N 14, N 239. 86 TO FCB

Pursuant to the requirements set forth in Section 3.24, of Appendix A, of the Code of the City of Margate, Florida, the applicant(s) for the temporary use described above do(es) hereby agree to indemnify, defend, and hold the City of Margate, its officers, and employees, harmless for any claim or suit arising out of the planning, organizing, or operation of this temporary use.

Applicant's Signature: [Signature]

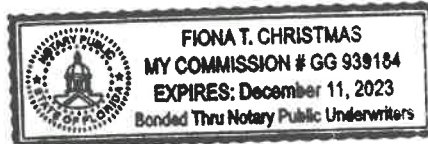
Applicant's Printed Name: JOHN R. FRANK

Applicant's Official Title: PAST PRESIDENT

Organization/Corporation: MARGATE-COLORED CR KIWANIS

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of October, 20 (year), by FIONA CHRISTMAS (name of person making statement)..

[Signature]
Signature of Notary



Notary's Seal

☐ Personally known to me.

☒ Produced identification: DL F652-476-49-048-0.



TEMPORARY USE AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of OCTOBER, 2020 by and between the MARGATE COMMUNITY REDEVELOPMENT AGENCY, a body politic created pursuant to Florida Statute 163, Part III, hereinafter referred to as "CRA", and

KIWAHNS CLUB OF MARGATE - OLD HILT CK, hereinafter referred to as the "Permittee". & HART - P - TREE FARMS

WITNESSETH:

WHEREAS, CRA is the owner and manager of certain real property in the City of Margate, Broward County, Florida, as said property (the "Property") is legally described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Permittee has requested the use of the CRA's above-described property for 1423 No. STATE RD 7; and

WHEREAS, CRA is willing to allow the Permittee to use said area for the purposes hereinafter defined.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, CRA hereby grants to the Permittee and the Permittee hereby accepts the use of the premises hereinafter defined upon the following terms and conditions:

ARTICLE I BASIC PROVISIONS

Section 1.01 Premises.

The premises subject to this Agreement consists of the area as depicted in Exhibit "A" attached hereto and by reference made a part hereof, (the "Premises").

Section 1.02 Length of Term and Commencement Date.

The Term of this Agreement shall be for a period as follows:

11/16 - 12/31/2020, between the hours of 9AM until 11 PM.

The Commencement Date is the first date listed above.

Section 1.03 Rent.

The rent for the use of the Premises by the Permittee shall be:

\$0 DONATION

payable _____.

**ARTICLE II
CONSTRUCTION OF PREMISES**

Section 2.01 Acceptance of Premises.

The Permittee certifies that it has inspected the Premises and accepts same "as is" in its existing condition as of the Commencement Date of this Agreement.

Section 2.02 Alterations.

The Permittee shall not make or permit any improvements, additions, modifications or alterations whatsoever to the Premises.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY PERMITTEE**

Section 3.01 Use of Premises.

The Permittee shall use the Premises solely and exclusively for SELLING TREES & RELATED ITEMS. CRA staff shall be allowed access to the property during regular working hours.

Section 3.02 Waste or Nuisance.

The Permittee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect CRA's fee interest in the Premises.

Section 3.03 Governmental Regulations.

The Permittee shall, at the Permittee's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Permittee or its use of the Premises. The Permittee shall indemnify, defend and save CRA harmless from any and all penalties, fines, costs, expenses, suits, claims or damages resulting from the Permittee's failure to perform its obligations in this Section.

Section 3.04 Surrender of Premises.

Upon termination or expiration of this Agreement, the Permittee at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to CRA in the same condition the Premises were in as of the Commencement Date of this Agreement, reasonable wear and tear excepted. If the Permittee fails to remove any of the personal property from the Premises, then upon expiration of the Term of this Agreement, CRA may remove said personal property from the Premises for which the cost the Permittee shall be responsible and shall pay promptly upon demand. Permittees may be charged additional rent on a pro rata basis for occupying the premises beyond the approved time frame in Section 1.02.

Section 3.05 CRA Events Policy

Any use of the Premises for events approved pursuant to the CRA's adopted Event Policy, as amended from time to time, shall adhere to all requirements of the Event Policy.

ARTICLE IV REPAIRS AND MAINTENANCE OF PREMISES

Section 4.01 Responsibility of the Permittee.

All portions of the Premises shall be kept in good repair and condition by the Permittee. At the end of the Term of this Agreement, the Permittee shall deliver the Premises to CRA in good repair and condition as specified herein. Permittee hereby agrees to immediately remove all trash, rubbish, debris, and equipment from the premises upon the termination of the term of their use and to return the premises to the Margate Community Redevelopment Agency in the same manner as it was at the inception of this Agreement. Permittee shall be responsible for electrical service that may be required.

Section 4.02.

The Permittee shall provide such evidence of its corporate good standing in existence to the CRA prior to occupancy, as well as a Certificate of Incumbency as to its current Directors and Officers.

ARTICLE V INSURANCE AND INDEMNITY

Section 5.01 Liability Insurance.

The Permittee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence combined single limit bodily injury and property damage liability. All insurance policies shall name the Margate Community Redevelopment Agency, its agents and employees and the City of Margate, Florida, its agents and employees as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and subject to the approval of the CRA. A Certificate of Insurance evidencing such insurance coverage shall be provided to the CRA prior to the Commencement Date, such Certificate indicating at least thirty (30) days prior notice of cancellation or adverse material change in coverage. The General Liability Policy shall include coverage for Premises - Operations, Contractual Liability, and Broad Form Property Damage Liability coverage. In no event shall the limits of said insurance policies be considered as limiting the liability of the Permittee under this Agreement. In the event that the Permittee shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by the Permittee under this Agreement, CRA may procure same from such insurance carriers as CRA may deem proper, and the Permittee shall pay as Rent, upon demand of the CRA any and all premiums, costs, charges and expenses incurred or expended by CRA in obtaining such insurance. Notwithstanding the foregoing sentence, the Permittee shall nevertheless hold CRA harmless from any loss or damage incurred or suffered by CRA from the Permittee's failure to maintain such insurance.

Section 5.02 Indemnification.

The Permittee shall indemnify and hold harmless the CRA, its agents and employees, the City of Margate, Florida (City) its agents and employees from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Agreement for any personal injury, loss of life and/or damage to property sustained in or about the Premises by reason or as a result of the use and occupancy of the Premises by the Permittee, its agents, employees, licensees, invitees, and members of the public generally, and from and against any orders, judgments and/or decrees which may be entered thereon, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event CRA or City shall be made a party to any litigation commenced against the Permittee or by the Permittee against any third party, then the Permittee shall protect and hold CRA and City harmless and pay all costs and attorneys' fees incurred in connection with such litigation, and any appeals thereof. Nothing contained herein shall be construed as a waiver of sovereign immunity enjoyed by the CRA and City, as provided in Florida Statutes 768.28 as amended, or any other law providing limitations on claims.

ARTICLE VI LEGAL EXPENSES

In the event that it shall become necessary for CRA to employ the services of any attorney to enforce any of its rights under this Agreement or to collect any sums due to it under this Agreement or to remedy the breach of any covenant of this Agreement on the part of the Permittee to be kept or performed, regardless of whether suit be brought, the Permittee shall pay to CRA such reasonable fee as shall be charged by CRA's attorney for such services. Should suit be brought for the recovery of possession of the Premises, or for any sum due CRA under this Agreement, or because of the default by the Permittee of any of the covenants of this Agreement, the Permittee shall pay to CRA all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

ARTICLE VII MISCELLANEOUS

Section 7.01 Entire Agreement.

This Agreement and any Exhibits attached hereto and forming a part thereof as fully set forth herein, constitute all agreements, conditions and understandings between CRA and the Permittee concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon CRA or the Permittee unless reduced to writing and signed by them.

Section 7.02 Notices.

Any consents, approvals and permissions by CRA shall be effective and valid only if in writing. Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail return receipt requested, addressed:

- (a) If to CRA:
CRA Executive Director
5790 Margate Blvd.
Margate FL 33063 with a copy to:

David N. Tolces, CRA Attorney
Weiss Serota Helfman Cole & Bierman
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432

- (b) If to Permittee:

KILWANK CLUB OF MARGATE - COVENANT CK.
2990 NW 2ND AVE
POMPANO BEACH, FL 33064

Section 7.03 Waiver of Jury Trial.

The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

Section 7.04 Governing Law.

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Broward County.

Section 7.05 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

Section 7.06 Severability.

If any term of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WITNESSES:



MARGATE COMMUNITY
REDEVELOPMENT AGENCY

By: 

Board Chair

WITNESS:



By: JOHN R. FRANCES
Permittee (print name)

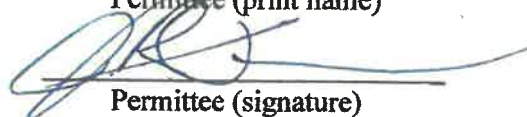
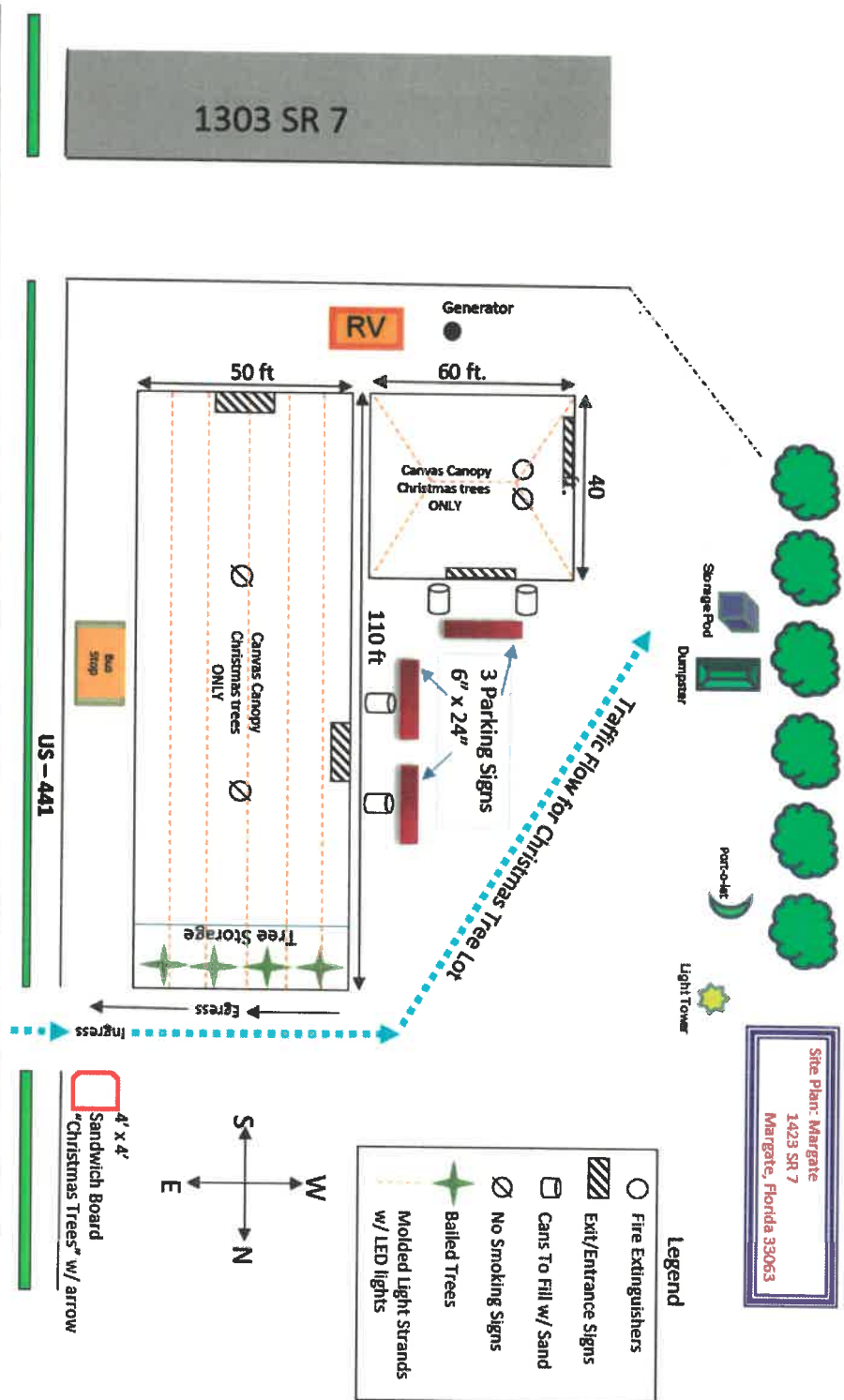

Permittee (signature)

EXHIBIT "A"

Map/Address of Property

ees Tree Sales ate Road 7 lorida





2019
HTTF Lot #20
Revised 11/4/2019







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2020

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).

PRODUCER LifeStore Insurance Services, Inc. An ISU Network Member PO Box 825 West Jefferson NC 28694		CONTACT NAME: Kimberly Isaacs PHONE (A/C, No, Ext): (336) 246-7297 FAX (A/C, No): (336) 246-4164 E-MAIL ADDRESS: kisaacs@golifestore.com	
INSURED Hlt Farms Lic 2405 Se 5Th St Pompano Beach FL 33062-6009		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners Insurance Co. NAIC # 10190 INSURER B: Sirius America Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** WC/GL Certificate 20-21 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	35419316	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	35419316	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	Y	WC57766	09/30/2020	09/30/2021

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lot 20 Margate Tree Lot-1423 N State Rd 7, Margate FL 33063

CERTIFICATE HOLDER

Margate CRA
5790 Margate Blvd
Margate FL 33063

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Kristen Pruitt

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

North Carolina General Assembly General Statutes

SECTION 3. G.S. 58-3-150

(a) It is unlawful for any insurance company licensed and admitted to do business in this State to issue, sell, or dispose of any policy, contract, or certificate, or certificate of insurance, or use applications in connection therewith, until the forms of the same have been submitted to and approved by the Commissioner, and copies filed in the Department. If a policy form filing is disapproved by the Commissioner, the Commissioner may return the filing to the filer. As used in this section, "policy form" includes endorsements, riders, or amendments to policies that have already been approved by the Commissioner.

(d) As used in this section, "certificate of insurance" means a document prepared or issued by an insurance company or producer that is used to verify or evidence the existence of property or casualty insurance coverage. "Certificate" or "certificate of insurance" shall not include a document prepared or issued by an insurance company or producer that is used to verify or evidence the existence of property insurance provided to a lender covering real or personal property which serves as the lender's security for commercial mortgages. For purposes of this section, "commercial mortgages" shall mean mortgages or other instruments given for the purpose of creating a lien encumbering office, multiunit residential, apartments, commercial, or industrial properties. Commercial mortgages shall not include a lien encumbering one- to four- family residential properties.

(e) A certificate of insurance is not a policy of insurance and does not amend, extend, or alter the coverage afforded by the policy to which the certificate of insurance makes reference. A certificate of insurance shall not confer to a certificate of insurance holder new or additional rights beyond what the referenced policy of insurance expressly provides.

(f) It is unlawful for any person to knowingly prepare, issue, request, or require a certificate of insurance that meets any of the following criteria:

- (1) Has not been filed with and approved by the Commissioner.
- (2) Contains any false or misleading information concerning the policy of insurance to which the certificate of insurance makes reference.
- (3) Purports to alter, amend, or extend the coverage provided by the policy of insurance to which the certificate of insurance makes reference.

(g) A holder of a certificate of insurance shall have a legal right to notice of cancellation, nonrenewal, or any material change, or any similar notice concerning a policy of insurance, only if the holder is named within the policy or any endorsement and the policy or endorsement requires notice to be provided to the holder. The terms and conditions of the notice, including the required timing of the notice, are governed by the policy of insurance and cannot be altered by a certificate of insurance."

Southern-Owners Ins. Co.

Issued 10-08-2020

AGENCY LIFESTORE INSURANCE
15-0055-00 KP MKT TERR 059Company POLICY NUMBER 202312-35419316-20
Bill 35-23-FL-2010

INSURED HTT FARMS LLC

Term 10-01-2020 to 10-01-2021

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate	\$4,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You	\$300,000 Any One Premises
(Fire, Lightning, Explosion, Smoke or Water Damage)	
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$2,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Annual Audit

Forms that apply to this coverage:

59350 (01-15)	55146 (06-04)	CG2106 (05-14)	55091 (05-17)	IL0021 (07-02)
59325 (12-19)	CG0001 (04-13)	CG0220 (03-12)	IL0017 (11-85)	55513 (05-17)
55719 (05-17)	CG2109 (06-15)	55029 (05-17)	CG2196 (03-05)	CG2132 (05-09)
CG2147 (12-07)	55885 (05-17)	55373 (05-17)	55457 (09-14)	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under SECTION II - WHO IS AN INSURED is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. SECTION III - LIMITS OF INSURANCE is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended.

1. The following condition is added to 4. **Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.
Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. EXTENDED WATERCRAFT LIABILITY

SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion g.(2) is deleted and is replaced by the following exclusion.

- (2) A watercraft you do not own that is:
- (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. HIRED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a. You do not own;
- b. Which is not registered in your name; or
- c. Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.

Exclusions

With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) That are, or are contained in any property that is:
 - 1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
 - 2) Otherwise in the course of transit by you or on your behalf; or
 - 3) Being disposed of, stored, treated or processed into or upon the "auto";
 - (b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
 - (c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.

Paragraph c.(1)(a) does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

Paragraphs c.(1)(b) and c.(1)(c) do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured 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:
 - (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
 - (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to any insured; or
 - (2) Property in the care, custody or control of any insured other than "property damage" to

a residence or a private garage by a private passenger "auto" covered by this coverage.

- g. (1) "Bodily injury" to:
 - (a) An "employee" of the insured arising out of and in the course of employment by the insured; or
 - (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph g.(1)(a).
- (2) This exclusion applies:
 - (a) Whether the insured may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (3) This exclusion does not apply to:
 - (a) Liability assumed by the insured under an "insured contract".
 - (b) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

- a. Each of the following is an insured with respect to this coverage.
 - (1) You.
 - (2) Your partners if you are designated in the Declarations as a partnership or a joint venture.
 - (3) Your members if you are designated in the Declarations as a limited liability company.
 - (4) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
 - (5) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- b. None of the following is an insured:
 - (1) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
 - (2) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

- (a) Such person; or
 - (b) Any partner or "executive officer" of yours or a member of his or her household; or
 - (c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- (4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
- (5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
 - (1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
 - (2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
 - (a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
 - (b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. **BROADENED SUPPLEMENTARY PAYMENTS**
SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.
 The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. **ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**
 If the endorsement, **EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD**, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. **PERSONAL INJURY EXTENSION**

- a. If the endorsement **EXCLUSION - PERSONAL AND ADVERTISING INJURY**, CG 21 38, is attached to this policy, then this provision, 5. **PERSONAL INJURY EXTENSION**, does not apply.
- b. If the endorsement **EXCLUSION - PERSONAL AND ADVERTISING INJURY**, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS**, 14. "Personal and advertising injury" is deleted and replaced by the following definition.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended. The following condition is added.

Paragraphs a. and b. of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

- a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended.

- (1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in 7. **DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**

- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or

temporarily occupied by you with permission of the owner.

- (a) "Property damage" to:

- 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
- 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

- (b) "Property damage" caused by or resulting from any of the following:

- 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- 2) Cracking, settling, expansion or shrinking;
- 3) Smoke or smog;
- 4) Birds, insects, rodents or other animals;
- 5) Wear and tear;
- 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - a) You make a reasonable effort to maintain heat in the building or structure; or
 - b) You drain the equipment and shut off the water supply if the heat is not maintained.

- (c) "Property damage" caused directly or indirectly by any of the following:

- 1) Water that backs up from a drain or sewer;
- 2) Mud flow or mudslide;
- 3) Volcanic eruption, explosion or effusion;
- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
- 6) Water under the ground surface pressing on, or seeping or flowing through:
 - a) Walls, foundations, floors or paved surfaces;

- b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.
 - (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.
 - b. Limits of Insurance**
With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph 6. is deleted and replaced by the following Paragraph.
 - 6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.
 - c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.
- 8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**
- a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
 - (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
 - (2) This provision applies only with respect to liability for:
 - (a) "Bodily injury";
 - (b) "Property damage"; or
 - (c) "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.
 - b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- c. The following provision is added to SECTION III - LIMITS OF INSURANCE.**
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**
- a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
 - (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
 but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
 - b. This provision is subject to the following additional exclusions.
 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.
 - c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
- SECTION II - WHO IS AN INSURED** is amended. Paragraph 3. is deleted and replaced by the following provision.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT
WITHIN STATES COVERED UNDER THIS POLICY**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09-30-20 Policy No. WC57766

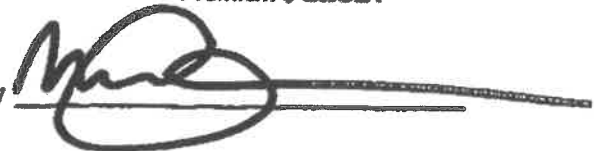
Insured HTT Farms LLC

Endorsement No. 001

Premium \$ Incl.

Insurance Company Sirius America Ins Co

Countersigned By

A handwritten signature in dark ink, appearing to be "Mike", is written over a horizontal line.