Grants & Contracts - Transmittal Memo

DATE:	December 13, 2017
FROM:	Purchasing Division, Contracts
TO:	Karin Smith, Susie Funderburk
CONTRACT #:	10755
VENDOR:	Farmer's Market Inc.
DESCRIPTION:	#10755 Farmer's Market Inc. Lease agreement
APPROVED BY:	Board of County Commissioners
APPROVAL DATE:	12/12/2017
RECEIVED ON:	December 13, 2017
TERM START:	12/12/2017
TERM END:	9/30/2018
AMOUNT:	$10.00 R
ACCOUNT:	
ENCUMBRANCE #:	
RFP/BID #:	
ACTIONS REQUIRED:	Please forward a copy to the vendor & retain a copy for your files.
COPY TO:	Finance and Accounting Risk Division File

Prepared: March 2017

LEASE AGREEMENT BETWEEN
ALACHUA COUNTY AND ALACHUA COUNTY FARMERS MARKET, INC.
FOR LEASE OF REAL PROPERTY

THIS LEASE made and entered into this 12th day of ~~September~~ December, 2017 by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," and the Alachua County Farmer's Market, Inc., a not-for-profit Corporation doing business at 5920 NW 13th Street, Gainesville, Florida 32653, hereinafter referred to as the "Lessee". Collectively, the County and Lessee shall be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the County owns fee simple title to the Premises described in paragraph 2 of this Lease; and

WHEREAS, Lessee is an active Florida not-for-profit corporation created and existing pursuant to Chapter 617, Florida Statutes, for the purposes of promoting community interests and welfare; and

WHEREAS, the Lessee has applied to the County for a lease of the Premises to operate a Farmers Market thereon, for the purpose of bringing Alachua County farmers and Alachua County citizens together, in order for the citizens of Alachua County to have direct access to Florida-grown farm-fresh products; and

WHEREAS, the Board of County Commissioners has determined, and has duly adopted a Resolution stating, that the Premises are not needed for County purposes and that Lessee requires the Premises for the operation of the Farmers Market.

NOW, THEREFORE, in consideration of the foregoing recitals, which be deemed an integral part of this Lease and incorporated hereto by reference, and the covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definition of terms:

   A The term "Lease" includes any renewals, extensions, or modifications of this Lease.

   B The terms "County" and "Lessee" include the respective successors and assigns of the Parties to this Lease.

   C The term "Hazardous Substance" means those elements or compounds which are contained in the list of hazardous substances adopted by the United States

Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state, or local "Superfund" or "Superlien" law, statute, ordinance, code, rule, regulation, order, or decree regulating, with respect to, or imposing liability (including strict liability) or standards of conduct concerning any Hazardous Substance (collectively Environmental Laws).

2. **The Premises.** The County agrees to lease to the Lessee the real property described in Exhibit A to this Lease, together with all improvements on the property which contains an office facility, covered sale display area, adjacent paved parking and storage area more specifically described in **Attachment "A"** attached hereto.

3. **Term.** The Term of this Lease is effective upon execution continuing through September 30, 2018 unless earlier terminated as provided herein, and shall include any renewals.

4. **Renewal.** Lessee shall have an option to renew the Lease for four (4) additional one (1) year Terms. The Lessee shall provide written notice to the County of its intent to exercise this option at least 90 (ninety) days before the end of the then current Term of the Lease.

5. **Rent.**

   A The Lessee agrees to pay the County, in advance, an annual Rent payment of $10.00, which shall be due and payable on October 1st of each Lease year. The Rent payment shall be sent to:

   Alachua County Facilities Management
   915 SE 5th Street
   Gainesville, Florida 32601

6. **Alterations and Improvements.** Lessee will not make alterations in and to the Premises during the Term without the prior written consent of County, which consent shall not be unreasonably withheld or delayed. Detailed documentation shall be submitted to County with the alteration request.

7. **Use of Premises**.

   A The Premises are to be used solely and exclusively for the purpose of providing a permanent facility to bring Alachua County farmers and Alachua County citizens together in order for Alachua County citizens to have direct access to Florida-grown farm-fresh product, plants, and other agricultural products. For the purpose of this paragraph, other agricultural products are defined as:
   1 any fresh or processed apiculture (bees or the production of honey);
   2 aquaculture (marine life, plants, alligator);
   3 aviculture (birds, including but not limited to poultry, ostrich, and emu), dairy, horticultural, fish or seafood, livestock, forestry;
   4 viticulture (grapes and value-added products derived therefrom); or
   5 agriculture or other farm or garden product.

B The Lessee may also allow craft vendors that use agricultural products in their crafts to sell such items on the Premises.

C The Lessee may also operate a food concession to sell food and nonalcoholic beverages to customers provided lessee complies with all rules and regulations that apply to the sale of these items.

D At any time that the Farmers Market is open for business, the Lessee shall allow citizens of Alachua County who seek to solicit signatures for petitions, ballot initiatives, and such similar activities to utilize areas identified as A, B, C on **Attachment B**, if those areas are not previously occupied. If those areas are occupied, those citizens who seek to solicit signatures shall be allowed to utilize those areas marked as 1 and 2 on **Attachment B.** The Lessee shall allow such activity if said activities do not unreasonably interfere with operation of the farmers market and that the established rules of the Farmers Market are followed

E In addition, the Lessee may use the Premises for special events that attract new customers to the Farmers Market, including but not limited to dinners, meetings, workshops and conferences.

8. [Intentionally Left Blank]

9. **Hazardous Substances**

A If Lessee receives any notice of or in any way acquires actual knowledge of: (1) the happening of any material event involving the spill, release, leak, seepage, discharge, or cleanup of any Hazardous Substance on the Premises or in connection with Lessee's operations on the Premises; or, (2) any complaint, order, citation, or material notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting Lessee with regard to the Premises (Environmental Complaint) from any person or entity (including without limitation the EPA), then Lessee will immediately notify Lessor of the notice in writing.

B If at any time Lessee has any Hazardous Substance on the Premises, it will handle and dispose of any Hazardous Substance in accordance with all Environmental Laws.

C Upon termination, Lessee will remove all Hazardous Substances brought onto the Premises by or on behalf of Lessee and dispose of same in compliance with applicable environmental laws.

10. **Surrender of Premises**. Upon termination of the Term, by lapse of time or otherwise, the Lessee shall surrender the premises in as good a condition as the same was received at the commencement of the Term, reasonable use, wear, tear, and damage, only, expected.

11. **Services and Repairs Lessee.**

A Lessee, at its own expense, will maintain appropriate lighting fixtures and will be responsible for replacement of all bulbs, lamps, and tubes used during the Term except those broken as a result of the County's activities within the facility. If the lighting does not meet State Codes, County will be responsible for any necessary remedial actions.

B Lessee, at its own expense, will be responsible for, and will maintain, janitorial services and all necessary janitorial supplies for the Premises at all times during the Term. County may provide Lessee the option of paying County to provide these services.

C Except as set forth to the contrary in this paragraph 11.C. and in paragraph 12, below, Lessee will maintain the Premises in conformance with all applicable health and safety laws, ordinances, and codes which are presently in effect and those subsequently enacted during the Term. However, County shall be responsible for such compliance of the structural aspects of the Premises at County's sole cost and expense provided that this shall not create a duty on behalf of the County to the Lessee nor in any way limit the provisions of paragraph 17, below. The Parties agree that this paragraph 11.C. shall be interpreted solely and exclusively as allocating the financial burden of the cost of maintenance and repair as between the Parties, and shall not be interpreted as creating any duty on behalf of the County whatsoever that would result in any liability for bodily injury, death, damage to property or loss of property. Lessee will keep the Premises in as good a state of repair as existed at the commencement of this Lease, reasonable wear and tear is expected. Lessee shall reimburse County for any damage to Premises beyond reasonable wear and tear.

D Lessee will provide pest control services for the Premises during the Term. County may provide Lessee the option of paying County to provide these services.

12. **Services and Repairs County**.

A County, at its own expense, will be responsible for heating and air conditioning equipment and related services (HVAC) on the Premises, if any, and will maintain the HVAC in good and satisfactory operating condition at all times during the Term.

B County, at its own expense, shall maintain in good condition the exterior, grounds, roof, plumbing and electrical systems, and fire sprinkler system, and fire protection equipment, if any, except for damage resulting from the Lessee's activities on or in the Premises; provided that this shall not create a duty on behalf of the County to the Lessee nor in any way limit the provisions of paragraph 17, below. The Parties agree that this paragraph 12, and all subparts thereto, shall be interpreted solely and exclusively as allocating the financial burden of the cost of maintenance and repair as between the Parties, and shall not be interpreted as creating any duty on behalf of the County

whatsoever that would result in any liability for bodily injury, death, damage to property or loss of property.

C County will not unreasonably interfere with Lessee's use of the in performing such repairs and obligation.

13. **Utilities and Services**. Lessee shall be solely responsible for and will promptly pay all charges which may become payable during the Term for electricity, gas, water, or telephone service, or any other utility service used or consumed by Lessee on the Premises, if any. Lessee will have control of thermostat settings within the building.

14. **Inspection.** The County or its representative, successors, or assigns shall have access to the Premises at all reasonable times for the purpose of inspecting the Premises or taking such action as may be necessary to protect the Premises from loss or damage; provided, however, that the County's right of entry and inspection shall be subject to security requirements of the Lessee and further provided that such inspections or actions shall not create any duty on behalf of the County to the Lessee. The County agrees to provide reasonable and adequate advance notice to the Lessee of any inspection and the Lessee shall have the right to have a staff member present during any inspection.

15. **Title Status.** The County represents that it owns the Premises in fee-simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the Premises, and that it has the full right, power, and authority to enter into this Lease for the Term herein granted.

16. **Insurance**. The Lessee will procure and maintain insurance throughout the entire Term of this Lease of the types and in the minimum amounts detailed in **Attachment B**, and will furnish evidence of the insurance to County prior to taking possession of the Premises. Lessee insurer shall issue an endorsement waiving subrogation against the County.

17. **Waiver, Release, Indemnification, and Assumption of all Risk and Liability.**

A **THE COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PREMISES FOR THE LESSEE'S INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PREMISES, AND LESSEE AGREES THAT IT HAS NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY. Lessee hereby acknowledges, agrees, represents and warrants that it accepts the Premises in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition, with knowledge of the dangers involved, and with full legal authority, hereby agrees to accept and assume ALL RISKS associated with entering and using the Premises, including but not limited to bodily injury, death, property loss or property damage.**

B The Lessee agrees to protect, defend, indemnify, and hold harmless the County and its commissioners, officers, directors, employees, representatives, attorneys, agents and assigns (hereinafter collectively the "County") from and against any and all losses, penalties, damages, settlements, costs, charges, attorneys' fees, expert witness fees and expenses up to and including appeals, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Lease or the Lessee's use of the Premises or any improvements thereon, whether or not caused by the negligent acts or omissions of the County. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to bodily injury, death, damage to property (including destruction), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Lessee further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeals) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (*i.e.*, the claims, etc.) are groundless, false, or fraudulent. Lessee agrees that indemnification of the County shall extend to any and all of its guests, invitees, vendors, employees agents, servants or assigns. Lessee further covenants and agrees that its successors and assigns will not make any claim or institute any suit or action at law or in equity against the County by reason of conditions of the Premises, the activities occurring thereon, including but not limited to the negligent acts or omissions of the County. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Lessee's insurance coverage. This indemnification provision shall survive the termination of this Lease.

C Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

18. **Assignments.** This Lease is inferior to any mortgage now or on which may be placed on the land or building by the County.

19. **Sublease.** Lessee may not sublease the Premises.

20. **Modification and Waiver.** No amendment or modification of this Lease shall be valid unless and until the same is reduced in writing and executed by both Parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this Lease.

21. **Signs.** All signage must be approved by County prior to installation and be consistent with the signage of the rest of the building. Signs must be removed by Lessee at the end of the Term. Damage caused by erection or removal shall be paid by Lessee. Lessee shall pay for signage.

22. **County's Covenant of Quiet Enjoyment.** So long as the Lessee is not in default under the conditions and during the Term of this Lease and any extension of said Term, the Lessee's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by anyone claiming by, through, or under the County.

23. **Police Security.** County has no duty to provide police or security guards. The decision to provide police or security guard shall not give rise to an increased duty of care.

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

25. **Proration**. Rent Payments and other amounts owed by the Lessee shall be prorated between the County and the Lessee as the commencement and end of the Term, unless otherwise herein agreed to the contrary.

26. **Successor or Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.

27. **Casualty.**

    A In the event that the Premises shall be damaged by fire, explosion, windstorm, or any other casualty, the County may, in its sole discretion, elect to either terminate this Lease or initiate any needed repairs within a reasonable period of time and put the Premises in good condition as within a reasonable period of time; however, the Lessee shall be entitled to an abatement of Rent during the period of time in which the Premises are not suitable for occupancy and not used by the Lessee. In the event of casualty, Lessee may terminate this Lease for convenience.

    B In the event of damages the County is responsible for repairs of County property or infrastructure, while the Lessee is responsible for repairs to Lessees property.

28. **Notices.** Except as otherwise provided in this Lease any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Lessee's and County representative are:

County: Alachua County Facilities Management
915 SE 5th Street
Gainesville, Florida 32601

Lessee: Alachua County Farmer's Market, Inc.
Sharon L. Yeago, COO
5920 NW 13th Street Gainesville, FL 32653

A copy of any notice hereunder shall be sent to:

Jesse. K. Irby II, Clerk,
Attention Finance and Accounting,
12 SE 1st Street
Gainesville, Florida 32602

And to:

Procurement Division
Attn: Contracts
12 SE 1st Street
Gainesville, Fl 32601

29. **Default and Termination**. Lessee shall maintain its status as an active Florida not-for-profit corporation in good standing, without interruption, during the Term of this Lease, and shall be in default of this Lease if Lessee fails to do so. Lessee shall also be in default of this Lease if Lessee ceases to use the Premises for the purposes set forth in paragraph 7, above, or uses the Premises for any other purpose not expressly identified in paragraph 7, above. If either party fails to fulfill its obligations under this Lease or if either party breaches any of the conditions or covenants of this Lease, the other party may terminate this Lease. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease may be terminated upon thirty (30) days prior written notice. In the event of termination by reason of default by the County, Lessee's sole and exclusive remedy shall be reimbursement of its annual Rent payment to the County for the year in which the default occurred. Lessee shall have no other remedies, whether in law or in equity, against the County. Either party may terminate this Lease without cause at any time upon giving ninety (90) days written notice to the other party ("Termination for Convenience"). In the event of Termination for Convenience by the County, the Lessee's sole and exclusive recovery against the County shall be limited to the pro rata share of Lessee's annual Rent payment for the current Lease year and Lessee hereby waives and release, and shall not be entitled to, any other or further

recovery against the County, including but not limited to, damages, consequential damage, special damages, anticipated fees or profits.

30. **Attorney's Fees**. In the event the County determines, in its sole discretion, that it is necessary for the County to employ an attorney to enforce any condition or covenant of this Lease, including but not limited to gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including reasonable court costs and attorney's fees.

31. **Parking Area.** On-site parking is provided AS-IS, with all faults and limitations.

32. **Severability Clause.** If any clause or any of the terms or conditions of this Lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.

33. **Third Party Beneficiaries.** This Lease does not create any relationship with, or any rights in favor of, any third party.

34. **Captions and Paragraph Headings.** Captions and paragraph headings used herein are for convenience only and shall not be used in construing this Lease.

35. **Construction.** This Lease shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Lease.

36. **Laws & Regulations**. The Lessee will comply with all laws, ordinances, regulations, and building code requirements applicable to Lessee's use of the Premises. The Lessee represents and warrants that it is familiar with all federal, state and local laws, ordinances, code rules and regulations that may in any way affect Lessee's use of the Premises. If the Lessee is not familiar with state and local laws, ordinances, code rules and regulations, the Lessee remains liable for compliance therewith.

37. **Entire Agreement**. This Lease constitutes the entire agreement and supersedes all prior written or oral leases, licenses, agreements, understandings, or representations between the Parties. Any representations, inducements, promises, agreements or otherwise between the Parties not embodied in this instrument shall be of no force or effect.

38. **Governing Law.** This Lease shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any actions arising under this Lease shall be in Alachua County, Florida.

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY

By: _____
Lee Pinkoson, Chair
Board of County Commissioners

Date: 12/12/2017

ATTEST:

J.K. "Jess" Irby, Clerk

APPROVED AS TO FORM

Alachua County Attorney's Office

ALACHUA COUNTY FARMER'S MARKET, INC. (LESSEE)

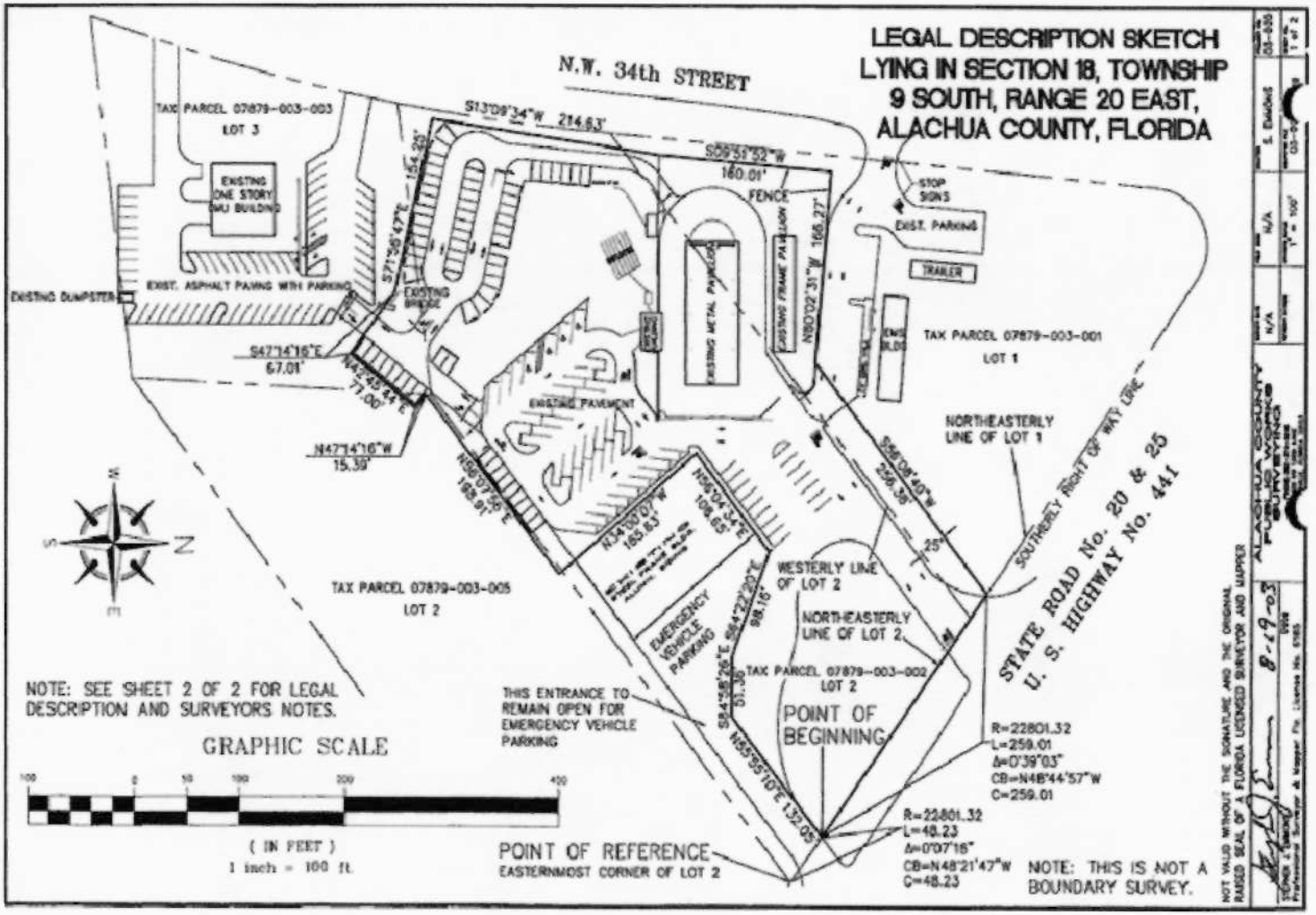
ATTEST (By Corporate Officer)
By: _____
Print: Greg Gurish
Title: Treasurer

By: _____
Print: Jordan Brown
Title: Chairman

Date: 12/6/17

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

Attachment A: Property Description



LEGAL DESCRIPTION
(AS PREPARED BY THIS SURVEYOR):

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERNMOST CORNER OF LOT 2 OF A MINOR SUBDIVISION RECORDED IN MINOR SUBDIVISION BOOK 1, PAGE 45 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA FOR A POINT OF REFERENCE AND RUN NORTHWESTERLY, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF U. S. HIGHWAY #441 AND ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 22,801.32 FEET, THROUGH A CENTRAL ANGLE OF 00°07'16", AN ARC LENGTH OF 48.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N48°21'47"W, 48.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°39'03", AN ARC LENGTH OF 259.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N48°44'57"W, 259.01 FEET TO A POINT THAT LIES 25.00 FEET WESTERLY (MEASURED PERPENDICULAR) OF THE WESTERLY LINE OF SAID LOT 2; THENCE RUN S56°08'40"W, PARALLEL TO SAID WESTERLY LINE, A DISTANCE OF 256.38 FEET TO A FENCE; THENCE RUN N00°02'31"W, ALONG SAID FENCE, A DISTANCE OF 166.27 FEET TO A FENCE CORNER; THENCE RUN S09°51'52"W, A DISTANCE OF 160.01 FEET TO A FENCE CORNER; THENCE RUN S13°09'34"W, A DISTANCE OF 214.63 FEET; THENCE RUN S71°56'47"E, A DISTANCE OF 154.25 FEET; THENCE RUN S47°14'16"E, A DISTANCE OF 67.01 FEET; THENCE RUN N42°45'44"E, A DISTANCE OF 77.00 FEET; THENCE RUN N47°14'16"W, A DISTANCE OF 15.39 FEET; THENCE RUN N56°07'56"E, A DISTANCE OF 198.91 FEET; THENCE RUN N34°00'07"W, A DISTANCE OF 165.63 FEET; THENCE RUN N56°04'34"E, A DISTANCE OF 100.05 FEET, THENCE RUN S64°22'20"E, A DISTANCE OF 98.16 FEET; THENCE RUN S84°58'26"E, A DISTANCE OF 51.36 FEET; THENCE RUN N55°55'10"E, A DISTANCE OF 132.05 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION SKETCH LYING IN SECTION 18, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE MINOR SUBDIVISION RECORDED IN MINOR SUBDIVISION BOOK 1, PAGE 45 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

2. THIS SKETCH IS FOR PICTORIAL PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY.

NOTE: THIS IS NOT A BOUNDARY SURVEY.

Attachment B: Market Layout



Attachment C

TYPE "D" INSURANCE REQUIREMENTS
"Licensee and Tenants"

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

I. **COMMERCIAL GENERAL LIABILITY**.

Coverage must be afforded under a per occurrence form policy for limits not less than $200,000 General Aggregate, $100,0000 Products / Completed Operations Aggregate, $100,000 Personal and Advertising Injury Liability, $100,000 each Occurrence, $100,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**. (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**. (While on County owned Property)

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

OR:

C As an independent Lessee outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may chose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

IV. **OTHER INSURANCE PROVISIONS**.

The policies are to contain, or be endorsed to contain, the following provisions:

A Commercial General Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

2 The Licensee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Licensee's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

C All Coverages

1 The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBLESSEES

Licensee shall include all subLessees as insured under its policies. All coverages for subLessees shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

FLORIDA FARM BUREAU INSURANCE COMPANIES **P.O. BOX 147030** **GAINESVILLE, FLORIDA 32614-7030**	COMPANIES AFFORDING COVERAGES: Company Letter **A:** **Florida Farm Bureau General Ins. Co.** Company Letter **B:** **Florida Farm Bureau Casualty Ins. Co.**
NAME AND ADDRESS OF INSURED: ALACHUA COUNTY FARMERS MARKET PO BOX 358192 GAINESVILLE FL 032635	

The policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN **THOUSANDS**	
A	**General Liability:** ☑ Commercial General Liability (Occurrence Form) ☐ Owner's & Contractor's Protective ☐ Farmer's Personal Liability	SGL 9509677	07/13/17	07/13/18	General Aggregate	$ 1000
					Products-completed operations aggregate	$ 1000
					Personal & Advertising Injury	$ 500
					Each Occurrence	$ 500
					Fire Damage (Any one fire)	$ 50
					Medical Expense (Any one person)	$ 5
	Automobile Liability: ☐ Any auto ☐ All owned autos ☐ Scheduled autos ☐ Hired autos ☐ Non-owned autos				Combined Single Limit	$
					Bodily Injury (Per Person)	$
					Bodily Injury (Per Accident)	$
					Property Damage	$
	Excess Liability: ☐ Umbrella Form ☐ Other than Umbrella form				Each Occurrence $	Aggregate $
	Employers Liability: ☐ Farm Employer's Liability ☐ Farm Employee's Medical					$ (Each Occurrence) $ (Each Employee)
	Other:					$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:
2900 NW 13TH ST
GAINESVILLE FL 32609

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
12 SE 1ST STREET
GAINESVILLE, FL 32601

COUNTY CODE 01 DATE ISSUED 10/02/17

Serviced by ALACHUA County Farm Bureau

CRAIG D MIKELL, PA
AUTHORIZED REPRESENTATIVE

93-7-692 (Rev. 5/93)