



EVENT PERMIT

Ordinance 17-08



2022 WALK LIKE MADD 5K SOUTHWEST FLORIDA

PERMIT NUMBER: TMP2022-00233

Date(s) of Event: SEPTEMBER 24, 2022 FROM 7:00AM UNTIL 11:00AM

Property Owner: LEE COUNTY

Applicant: LARRY COGGINS
813-935-2676

Description: 5K RUN AND WALK WITHIN JETBLUE PARK FOR THE ANNUAL MOTHERS AGAINST DRUNK DRIVING FUNDRAISER AND MEMORIAL EVENT ON SEPTEMBER 24, 2022 FROM 7:00AM UNTIL 11:00AM

Location of event: 11500 FENWAY SOUTH DR, FORT MYERS, FL 33913
JETBLUE PARK

Will the event be attended by 1000 or more people ? No

Will the event be held on County Owned Property ? Yes

Will there be alcohol consumed or sold at the event ? No

Will a bond be posted for this event ? No

Permit Conditions:

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

Board of County Commissioners
Lee County, Florida

 9/7/2022
County Manager Date



Lee County
Southwest Florida

Event Application

Special Event

Use of
County
Property

Alcohol
within Lee
County
Facilities

Film, Video
&
Photography

2022 Walk Like MADD 5K Southwest Florida

TMP2022-00283

Lee County Event Permit Application



Event Application

Check the appropriate box(es) below:

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

Section I - GENERAL INFORMATION (All Permit Types)	
Title of Event / Name of Production	2022 Walk Like MADD 5K Southwest Florida
Date(s) of Event / Production:	09/24/2022
Location(s) of Event:	JetBlue Park
Name of Applicant:	Mothers Against Drunk Driving
Applicant Address:	13650 Fiddlesticks Blvd. Suite 202-144 Fort Myers, FL 33912
Applicant Phone Number:	813-935-2676 x 7285
Contact Person: (If different from applicant)	Larry Coggins
Contact Phone Number: (If different from applicant)	Same
Email Address:	larry.coggins@madd.org
Estimated Attendance:	300-400
Event Description: Include each activity, when activities take place, etc.	5K run and walk within JetBlue Park for the annual Mothers Against Drunk Driving fundraiser and memorial event
Hours of Operation:	7a - 11a
STRAP # of Parcel:	
Owner of Premises*:	Red Sox Baseball Clube Limited Partnership

*Notarized statement from the property owner specifically consenting to the proposed use required.

Lee County Event Permit Application



What is the Zoning Classification of the premises? _____

Are any temporary structures to be installed for the event? Yes No Type: _____

Do you have the appropriate permits for the temporary structures? Yes No

* For a 'Special Event' and 'Use of County Property' permit, submit a site plan with all proposed facilities and activities identified, including all parking areas.

Insurance Company Insuring the Event: Accident Fund Insurance Company of America

Note: Certificate of Insurance must be submitted at time of application

Surety Company Bonding this Event (Name and Address): Arthur J. Gallagher Risk Management Se

Will Vehicles be Used as Part of This Event?

Yes No

If yes, automobile coverage must be included on the certificate of insurance.

Will Food be Available at this Event?

Yes No

If yes, products liability coverage must be included on the certificate of insurance.

Will Alcoholic Beverages be served/consumed at this Event?

Yes No

If yes, liquor liability coverage must be included on the certificate of insurance.

Name & Address of Organization Providing Food: N/A

Type of Food being Served: Water/Hydration available to participants

Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: N/A

Section III - SALE/CONSUMPTION OF ALCHOLIC BEVERAGES PERMIT

Is alcohol being sold/consumed on County Property? Yes No

If Yes, then a "Lee County Alcohol Permit" is required. Only non-profit organizations can sell alcohol on County Property.

Non-profit certificate/registration number: N/A
(Required if alcohol is to be SOLD at the event)

Please note: A permit from the State of Florida Division of Alcoholic Beverages and Tobacco may also be required; please call (239) 344 0885 for further details

Lee County Event Permit Application



Type of Production (choose all that apply):

- TV Movie or Special TV Series / Pilot TV Commercial Still Photos
- Public Service Announcement Industrial / Documentary Other: _____

Will any of the following be needed or included*?

- Street Closure Yes No
- Traffic / Crowd Control Yes No
- Fire or Burning Yes No
- Explosives or Pyrotechnics Yes No
- Animals, Large or Small Yes No
- Construction of Any Kind Yes No
- Large and/or Numerous Vehicles Yes No
- Helicopters, Boats, etc. Yes No
- Stunts Yes No
- Other Yes No

* For any marked Yes, provide further details below:

N/A

Special Parking Requirements:

N/A

City or County Services Required: (Personnel, equipment, facilities, etc.)

N/A

The following information is required for local and state records on production in Florida to track the economic impact of the industry. If exact figures are not available, please estimate as closely as possible.

Number in Cast: N/A Number in Crew: N/A Number of locals hired: N/A

Total budget: N/A Estimate amount spent in Lee County: N/A

Hotel room nights: N/A Number of shooting days: N/A

number of rooms x number of nights

Lee County Event Permit Application



SECTION I - SAFETY

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

SECTION II - INSURANCE

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

SECTION III - INDEMNIFICATION

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

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

SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

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

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

Lee County Event Permit Application



SECTION V - AGREEMENT

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

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

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

Larry E. Coggins, Jr.
Signature of Applicant

[Handwritten Signature]
Witness

Larry E Coggins Jr Regional Executive Director
Print Name of Applicant and Title

Dan Marquith Deputy Region
Print Name of Witness

05/18/2022
Date

05/18/2022
Date

FACILITY EVENT LICENSE AGREEMENT

This Facility Event License Agreement (the “Agreement”) is made and entered into this 5th day of January, 2022, by and between the Boston Red Sox Baseball Club Limited Partnership, a Massachusetts Limited Partnership with a principal place of business at 4 Jersey Street, Boston, Massachusetts, 02215 hereinafter referred to as the “Licensor” and Mothers Against Drunk Driving, with a mailing address of 13130 Westlinks Terrace, Suite 8, Fort Myers, Florida 33913, hereinafter referred to as the “Licensee”.

WHEREAS, the Licensor, pursuant to authority granted by Lee County, a political subdivision and charter county of the State of Florida, is the operator of a facility located in Lee County, Florida, currently designated as JetBlue Park (“JetBlue Park”); and

WHEREAS, the Licensor, pursuant to authority granted by NESV Florida Real Estate, LLC, is the operator of certain land abutting the Facility (the “Land”) (JetBlue Park and the Land collectively hereinafter referred to as the “Facility”); and

WHEREAS, the Licensee desires to obtain from Licensor a license to use and enjoy certain areas of the Facility subject to and in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee hereby agree as follows:

I. Grant of Rights. Subject to and in accordance with the express conditions and stipulations set forth herein, including, without limitation, those set forth in Section I.C below, the Licensor hereby grants to the Licensee a license to access those areas of JetBlue Park determined by the Licensor, including, without limitation, the restroom facilities, Fenway South Drive, Homeplate Concourse, and seating bowl (collectively, the “Event Area”), for Licensee’s “5k Race and Family Fun Day” event not to exceed 1,500 people to be held by the Licensee on September 24th, 2022 during that time period commencing at 6:00AM and concluding at 2:00 PM (such event hereinafter referred to as the “Event”). The Licensor shall not permit any third party the right to use the Event Area during the Event, however Licensor expressly reserves the right to use or permit third parties to use areas other than the Event Area within the Facility during the Event. The Licensee’s privilege to use the Event Area, and any other areas within the Facility that may be permitted by the Licensor in its sole discretion, is contingent upon the Licensee’s assenting to the following express conditions and stipulations. The failure of the Licensee to comply with any of the conditions and stipulations set forth in this Section I shall constitute a material breach of this Agreement and shall give the Licensor the right to immediately terminate this Agreement in accordance with Section III and without further obligation to Licensee.

A. Payment.

1. Solely in consideration for the privilege of using the Event Area and for those additional services set forth on Exhibit A attached hereto (the “Additional Services”), Licensee shall pay to the Licensor Three Thousand Dollars (\$3,000) (the “Rental Fee”). The Licensee shall pay to the Licensor One thousand five hundred Dollars (\$1,500) (the “Deposit”) within ten (10) days of

execution of this Agreement to confirm Event Area availability, which Deposit shall be non-refundable except pursuant to Section I.C, VI or VII herein. Thereafter, the Licensor shall invoice the Licensee in the amount equal to the remaining fifty (50%) of the Rental Fee plus (i) any additional sales and use tax and (ii) any administrative fees, which amount shall be due on or before August 1, 2022. For avoidance of doubt, any services requested by the Licensee for the Event that are in addition to the Additional Services (such as, by way of example only, Facility tours and videoboard messages) shall be subject to an additional fee, which fee shall be due within thirty (30) days of Licensee's receipt of invoice therefor. For avoidance of doubt, any such services in addition to the Additional Services shall be subject to availability on the date of the Event, as determined by the Licensor in its sole discretion.

2. The Licensee shall pay the Licensor's concessionaire for the cost of all Event food and beverages and services associated therewith pursuant to a separate agreement to be entered into between the Licensee and the Licensor's concessionaire in accordance with Section I.D below.

3. The Licensor reserves the right to delay, postpone or cancel the Event due to Licensee's failure to pay all sums when due. In addition, all sums due hereunder from Licensee, if not paid when due, shall bear interest at the rate of ten percent (10%) per annum, or the maximum rate then permitted by applicable law, whichever amount is greater, from the date due until paid. Licensee agrees that such interest charge is reasonable and represents a fair estimate of the additional expense that may be incurred by Licensor in handling, collecting and accounting for delinquent payments. Such interest charge shall be in addition to, and not in lieu of, all other rights and remedies of the Licensor under this Agreement.

B. Cancelled Events.

1. In the event the Licensee cancels the Event for any reason whatsoever following payment of the Deposit but not less than thirty (30) days prior to the Event, the Licensee shall not be entitled to a refund of the Deposit but shall be entitled to a refund of any other fees previously paid pursuant to Section I.A herein. Following any such refund, both parties shall be relieved of all other obligations hereunder.

2. In the event the Licensee cancels the Event for any reason whatsoever following payment of the Deposit but less than thirty (30) days prior to the Event, the Licensee shall not be entitled to a refund of the Deposit or any other amounts previously paid by the Licensee pursuant to Section I.A herein and the Licensor shall be entitled to accelerate and demand payment of all other amounts due under Section I.A.

3. The terms and conditions set forth in this Section I.B relating to Event cancellation shall apply in all instances except in the case of a Force Majeure Event (defined in Section VII.A below).

C. Permitting and Approvals. If any approvals, permits, or licenses for the Event are required by Lee County, Florida and/or any applicable regulatory agency including without limitation, any approvals, permits, and licenses for musical entertainment (collectively, the "Releases"), the Licensor shall provide the Licensee with notice thereof and shall use commercially reasonable efforts in good faith to obtain the Releases. The Licensee shall be responsible for

reimbursing the Licensor for all fees associated with the securing the Releases within fourteen (14) business days following receipt of invoice therefore. If, for any reason whatsoever, the Licensor fails to secure the Releases twenty one (21) days prior to the Event, the Licensor shall provide the Licensee with notice thereof and this Agreement shall automatically terminate upon the Licensee's receipt of such notice, and the Licensor shall reimburse the Licensee for all amounts previously paid pursuant to this Agreement and each party shall be relieved of all other liabilities and responsibilities accruing hereunder.

D. Event Food and Beverage. The Licensor shall make Event food and beverage services available to the Licensee at the Licensor and the Licensor's concessionaire's sole discretion. In no event shall the Licensee (i) use any concessionaire other than that designated by the Licensor, (ii) sell any food or beverage in any manner whatsoever in the Event Area or any other area of the Facility, and/or (iii) bring any food, beverages, or utensils or equipment for cooking or preparation of food into the Event Area or any other area of the Facility.

E. Event Signage, Equipment and Entertainment. Licensee shall have no right to and shall not make any alterations, repairs or additions to any area of the Facility and shall not install additional fixtures or signage within any area of the Facility and shall not bring any equipment into the Facility except as may be expressly permitted by the Licensor in writing, but in each case only in those locations and in a manner designated by the Licensor in its sole discretion, and only for Licensor approved purposes.

1. All equipment and materials, including performance staging, to be brought into the Facility, the size and weight of all such equipment and materials, the method of load-in and load-out for all such equipment and materials, and the placement location within the Facility of such equipment and materials shall be subject to the prior written approval of the Licensor, which approval may be withheld in its sole discretion.

2. The Licensor shall permit the Licensee to access the Facility for equipment and material load-in and load-out only during those hours and only on those dates designated by the Licensor. Immediately upon the conclusion of the Event, the Licensee shall remove all equipment and other material brought into the Facility by the Licensee. All such equipment and other material must be removed no later than the date and time specified by the Licensor in its sole discretion.

3. In addition to any other amounts payable to the Licensor hereunder, the Licensee shall be responsible for reimbursing to the Licensor all costs incurred by the Licensor to repair all damage caused by the Licensee or the Licensee's guests, invitees, performers, employees, agents, vendors or contractors (collectively, the "Licensee Parties") in connection with the Event including, without limitation, the set-up and/or removal of any equipment brought into the Facility in connection with the performance stage and related equipment, and to restore the Facility to its condition prior to the Event, normal wear and tear excepted.

4. At all times within the Facility the Licensee shall follow, and cause any Licensee Parties to follow, all rules, policies, procedures and guidelines of the Licensor and the Licensee and the Licensee Parties shall at all times be subject to the direction, supervision and instruction of the Licensor. Notwithstanding anything to the contrary contained herein, the Licensee's access to the Facility and operations to be conducted thereon may not interfere in any

way with the Licensor's baseball or business operations, as determined by the Licensor in its sole discretion.

5. The Licensee shall be solely responsible for ensuring any musical performance is conducted in accordance with the terms of the Releases and assumes all liability in connection therewith.

6. In the event the Licensee or any of the Licensee Parties breaches (or fails to comply with) the terms set forth in this Section I.E, the Licensor shall have the right, acting in good faith, to immediately terminate this Agreement in accordance with Section III below, and in such event both parties shall be relieved of all obligations and liabilities accruing after the effective date of termination except that the Licensee shall be responsible for reimbursing to the Licensor, upon written demand, (i) all actual direct and indirect costs incurred by the Licensor for the repair of any damage caused to the Facility as a result of the breach by the Licensee or any of the Licensee Parties (or any of such parties' failure to comply with) the terms set forth in Section I.E (1-5) herein and (ii) all other costs and expenses actually incurred by the Licensor as of the effective date of termination which are directly related to the Event.

F. Vendors. The Licensor shall have the right to approve all contractors, suppliers, vendors or any other third parties performing any services or operations at the request of the Licensee or otherwise in connection with the Event including pre and post Event operations at the Facility, which approval may be exercised in the Licensor's sole discretion.

G. Conduct. The Licensee shall not create a nuisance or act in an unreasonable manner which might interfere with the Licensor's or any other person's use and enjoyment of the Event Area or any other area within the Facility, or which might, in the exclusive judgment of the Licensor, cause appreciable damage to the Licensor's goodwill or reputation, or tend to injure or depreciate the Facility or the enjoyment thereof by other patrons. Licensee and the Licensee Parties shall abide by (i) all applicable governmental laws, ordinances, statutes, orders, directions, rules, regulations and requirements applicable to the Facility, (ii) all rules and regulations as are adopted and revised from time to time by the Licensor with respect to the use of the Facility and (iii) any communications or directions that may be issued from time to time by the Facility public safety or security personnel. The Licensee shall be held responsible for his, her or its actions, as well as the actions of the guests of the Licensee, including, but not limited to, actions arising from the consumption of alcoholic beverages. Should the Licensee or any of the Licensee Parties create a disturbance within the Event Area during the Event or any other area of the Facility, the Licensor, in its sole discretion, shall have the right to eject the responsible parties from the confines of the Facility. Should the Licensee or any of the Licensee Parties cause damage to the Event Area during the Event or any other area of the Facility, or the loss of any of Licensor's property therein, the Licensee shall reimburse the Licensor for the reasonable costs of repairing such damage and/or replacing any such lost or stolen property.

H. Access. The Licensee and all Licensee Parties shall have the right to access the Event Area during the Event, and any other areas of the Facility to which access may be permitted by the Licensor in its sole discretion, solely through the entrance(s) designated by the Licensor.

I. Assumption of Risk. The Licensee, for itself and the Licensee Parties, hereby assumes all risk and danger incidental to the Event, whether occurring prior to, during, or subsequent to the Event, and whether occurring in the Event Area or any other area of the Facility. Neither the Licensor nor any of its affiliates shall be responsible for any loss, damage or injury to any person or to any property of the Licensee or any Licensee Parties in, about or around the Event Area or any other area of the Facility, resulting from any cause whatsoever except to the extent such damage, loss or injury is caused solely by the gross negligence and/or willful misconduct of the Licensor and/or its employees, agents, invitees and/or contractors (collectively, the "Licensor Parties"). In addition to and not in substitution for the foregoing provisions, neither the Licensee nor any of the Licensee Parties shall have the right to claims against the Licensor or its affiliates for (i) bodily injury (fatal or non-fatal), (ii) property damage (whether or not such damage is caused by the condition of the Event Area or the Facility structure), or (iii) theft, loss, or disappearance of property, Licensee hereby waives and relinquishes any such right for itself and any of the Licensee Parties and assumes all responsibility with respect thereto, except to the extent such injury, loss or damage is caused solely by the gross negligence or willful misconduct of Licensor or any Licensor Parties. The Licensee shall require that, as a condition of participation in the Event, all Event participants and volunteers must first sign a form of general waiver and release provided to the Licensee by the Licensor prior to the Event.

J. Intellectual Property. Licensee agrees that (i) nothing in this Agreement is intended to convey any rights to the Licensor's name, nicknames, logos, colors, uniform designs, artwork, trademarks, trade names, service marks, trade dress, ballpark names and designs, or other identifying features owned, controlled, cleared for use by or on behalf of, and/or applied to be registered or registered by the Licensor (collectively, the "Licensor Marks"), (ii) Licensee will not use the Licensor Marks in any manner whatsoever without the prior written approval of the Licensor, and (iii) the Licensor shall, at all times, own and retain full rights to the Licensor Marks, the goodwill and all registrations that may be related thereto. Nothing contained in this Agreement shall grant the Licensee any advertising or promotional rights whatsoever.

II. Parking. In the event parking is available for Licensee's use during the Event, as determined by the Licensor in its sole discretion, the Licensor shall provide the Licensee and Licensee's guests with parking for automobiles or other motor vehicles for the Event. All parking shall be solely at the Licensee's risk and Licensor shall bear no responsibility for any motor vehicle loss, damage or theft.

III. Termination.

A. The Licensor reserves the right to terminate this Agreement immediately upon any breach of the terms herein by the Licensee or any of the Licensee Parties and following any such termination, the Licensee shall not be entitled to a refund of any amounts previously paid to the Licensor and the Licensor shall be entitled to (i) accelerate and demand payment of all amounts due hereunder, and (ii) any other remedies available to the Licensor at law or in equity. Upon a breach of this Agreement by the Licensee or any of the Licensee Parties, the Licensor shall be entitled to recover all reasonable attorneys' fees and expenses and litigation costs incurred in connection with such breach.

B. The Licensor may terminate this Agreement immediately if the Licensor ceases to have authority from (i) Lee County to use JetBlue Park and/or (ii) NESV Florida Real Estate LLC to use the Land. Upon termination of this Agreement pursuant to this Section III.B, each party shall be relieved of any obligations accruing after the date of termination and the Licensor's exclusive obligation to and sole remedy of the Licensee shall be a refund of any amounts paid by the Licensee prior to the effective date of termination.

IV. Indemnification. The Licensee agrees to indemnify, defend and hold harmless the Licensor, its partners, any affiliates, and all members, directors, officers, employees, representatives, agents and shareholders thereof (collectively, the "Indemnified Parties"), from and against any and all claims, liabilities, losses, damages, penalties, recoveries, suits, judgments or executions, costs and expenses (including without limitation, reasonable attorneys' fees and costs) arising out of or in connection with (i) any negligent act or omission of the Licensee or any of the Licensee Parties (including, without limitation, any negligent act or omission related to the consumption of alcoholic beverages) occurring in or about the Event Area or any other part of the Facility or its environs or (ii) any breach of this Agreement by the Licensee or any of the Licensee Parties including, without limitation, the failure to obtain the Releases. The foregoing indemnity shall not apply to any claims, demands, liabilities, losses, damages, costs and expenses caused solely by the gross negligence or willful misconduct of the Indemnified Parties, or any of them. The attorneys selected to defend the Licensor and any other Indemnified Parties in connection with the indemnification obligations set forth herein shall be subject to the approval of the Indemnified Parties. This Section IV shall survive the termination of this Agreement.

V. Remedies. With respect to any claim by the Licensee against the Licensor under or in connection with this Agreement, Licensee specifically agrees that its sole and exclusive remedy shall be to a refund of any pre-paid Rental Fee, it being agreed that neither the Licensor nor any agent, employee, person or entity claiming by, through or under the Licensor shall ever be personally liable on account of such claim. In no event shall the Licensor ever be liable to the Licensee or any of its guests for any indirect, special or consequential damages suffered by the Licensee or its guests for any cause whatsoever.

VI. Major League Baseball Subservience. This Agreement is at all times, subject to the rules, regulations, agreements, bulletins and directives of the Office of the Commissioner of Baseball ("BOC"), and the license granted herein may be revoked at any time pursuant to such BOC rules, regulations, agreements or directives. In the event the Licensor must revoke the license granted herein pursuant to the terms of this Section VI, the Licensor shall endeavor in good faith to provide an alternate Event date. If the Licensor is able to provide an alternate Event date that is mutually agreed upon by the parties, any Rental Fees previously paid pursuant to Section I.A herein shall be credited to such alternate Event date. If the Licensor is unable to provide an alternate Event date that is mutually agreed upon by the parties, the Licensee may terminate this Agreement and all Rental Fees and other amounts previously paid in connection with this Agreement shall be refunded and neither party shall incur any other liabilities or obligations in connection with such termination.

VII. Force Majeure.

A. Force Majeure Defined. The term "Force Majeure Event" shall mean any one of the following: fire, earthquake, flood, riot, hostilities, civil disorder, act of terrorism or a

credible threat thereof, declaration of war, strike, lockout or other labor dispute, change in law, action of federal, state or local governmental authorities, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine or travel ban, ordinance, rule or regulation, or other occurrence or condition of a like nature beyond the reasonable control of the party whose performance is affected, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of any of the foregoing or stemming from economic controls.

B. Licensor. The Licensor shall be excused from performance of its obligations hereunder if its performance is prevented or hindered by a Force Majeure Event, and in such event, Licensor shall have the right to either cancel and reschedule the Event for a date that is mutually acceptable to both parties or terminate this Agreement as of the date of such Force Majeure Event upon written notice. The remedies for the foregoing events shall be as follows:

1. If the Event is rescheduled, then the Licensor shall retain all monies paid to it by the Licensee and shall retain for its own account an amount equal to all actual expenses incurred by the Licensor in connection with its obligations hereunder in connection with the Event as originally scheduled including, without limitation, costs for labor and materials required for Event preparation including, as applicable, field preparations (the "Event Expenses"), and shall apply the remaining balance towards the fees and expenses for the rescheduled event; provided, however, the Licensee shall be responsible for the Event Expenses incurred by the Licensor in connection with the rescheduled Event.

2. If the Licensor elects to reschedule the Event but the parties hereto cannot, in good faith, agree on a new event date, or if the Licensor elects to terminate this Agreement and not reschedule the Event as provided in Section VII.B, then the Licensor shall terminate this Agreement and, upon such termination, the Event Expenses shall be retained by the Licensor and all other monies paid to the Licensor by the Licensee for the Event shall be returned to the Licensee.

C. Licensee. Notwithstanding any other term of this Agreement, the Licensee shall be permitted to either reschedule the Event for a date that is mutually acceptable to the parties or cancel the Event by providing the Licensor with written notice thereof no later than fifteen (15) days after the occurrence of a Force Majeure Event, if such Force Majeure Event renders it impossible or infeasible to hold the Event; provided, however, that under no circumstances shall the Licensee's inability to pay money, whether or not due to a Force Majeure Event, excuse Licensee's performance or otherwise entitle Licensee to cancel the Event pursuant to this Section VII.C. If the Event is rescheduled, the Licensor shall retain all monies paid to it by the Licensee and the Licensor shall retain for its own account an amount equal to the Event Expenses for the Event as originally scheduled, and shall apply the remaining balance towards the fees and expenses for the rescheduled event provided; however, the Licensee shall be responsible for the Event Expenses incurred by the Licensor in connection with the rescheduled Event. If the Licensee elects to cancel the Event altogether, then this Agreement shall terminate as of the date that the Licensor receives Licensee's notice thereof and, upon such termination, the Event Expenses for the originally scheduled Event shall be retained by the Licensor and all other monies paid to the Licensor by the Licensee for such Event shall be returned to the Licensee.

D. Event Expenses. The Licensor shall provide the Licensee with reasonable documentation of any Event Expenses as soon as practicable following the Event or notice of termination in the event of Event cancellation.

E. Rescheduled Events. If the Event is rescheduled to an alternate date in accordance with this Agreement, all terms and conditions relating to the Event shall in all respects apply to the rescheduled Event.

F. Damages. In no event shall the Licensee be entitled to receive any compensation or damages of any nature whatsoever (including, without limitation, consequential, direct or indirect damages) if this Agreement is terminated or the Event is cancelled due to a Force Majeure Event.

G. COVID-19 Requirements. The Licensor is committed to the health and wellbeing of all visitors, employees, and vendors at JetBlue Park. As federal, state, and local restrictions continually change with the present and ongoing COVID-19 pandemic, Major League Baseball (“MLB”) and the Licensor may implement special health and safety policies and protocols at JetBlue Park with the primary objective of keeping all parties safe, in accordance with recommendations by the State of Florida, Lee County, the Centers for Disease Control and other public health resources. Prior to the Event Date, the Licensor shall provide the Licensee with all known and anticipated COVID-19 protocols pertinent to the Event. In consideration of and as a condition of the Licensor granting access to the Licensee and Licensee’s guests for the Event, the Licensee agrees to comply with, and cause its invitees at the Event to comply with, all health and safety protocols established for the Event and/or applicable to JetBlue Park, including, without limitation, any and all requirements of MLB, federal, state, and local guidelines and in accordance with recommendations by the State of Florida and the Lee County. ***Event attendees who do not meet or comply with health and safety protocols may be refused entry to or required to leave JetBlue Park prior to or during the Event. Event attendees’ names and contact information may be collected and disclosed to public health authorities for contact tracing.***

VIII. Insurance. During the Event, the Licensee shall provide and maintain in full force and effect without interruption, at its own expense, the policies of insurance set forth below which shall protect the Licensee and the Licensor on a primary basis from and against any and all claims resulting from, arising out of or in connection with the Licensee’s occupancy and use of the Facility pursuant to this Agreement:

A. Commercial General Liability insurance covering all of the activities associated with the Event, including those involving use of Club golf carts, with limits not less than \$1,000,000 each occurrence, \$3,000,000 in the aggregate, and \$5,000 medical expense (any one person). Such insurance shall include coverage for contractual liability (applying to the terms and conditions of this Agreement), products-completed operations, liquor-liability, property damage, bodily injury (including death), advertising injury, and personal injury liability (including false arrest, detention or imprisonment, malicious prosecution, wrongful eviction, wrongful entry or other invasion of the right of private occupancy, and libel, slander or defamation of character). Limit requirements may be satisfied by combining primary and umbrella/excess liability policies, if necessary.

B. Automobile Liability insurance covering liability arising out of Licensee's use, operation and/or maintenance of any auto (including owned, hired, and non-owned vehicles), with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

C. Worker's Compensation insurance covering all Licensee employees and personnel working the Event, with limits as required by statutory law. Such insurance shall also include coverage for Employer's Liability with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease policy limit.

D. Umbrella and/or Excess Liability insurance with limits not less than \$10,000,000 each occurrence shall apply excess of the Commercial General Liability, Automotive Liability, and Employer's Liability policy limits.

E. Professional Liability insurance covering claims for actual or alleged malpractice by the first aid and emergency medical personnel secured by Licensee for the Event, with limits not less than \$1,000,000 each claim and \$2,000,000 in the aggregate.

F. Property insurance covering Licensee's property (including furniture, fixtures, inventory, merchandise and other equipment) at full replacement cost in the event of theft, loss or damage.

G. In addition, the Licensee shall require each of its agents, performers, contractors, or vendors performing services at or in connection with the Event to maintain in full force and effect during all appropriate times in connection with the Event, the policies of insurance described in this Section VIII and in accordance with the terms set forth herein.

H. If Licensee fails to obtain such insurance or fails to furnish proof of insurance to the Licensor upon request, the Licensor shall have the right to effect such insurance and all premiums paid by the Licensor shall be payable by the Licensee as additional expense upon demand.

All such insurance required above shall be primary and non-contributory, written by insurance companies qualified to do business in the State of Florida with an A.M. Best Rating of A – IX or better in the latest edition of Best's Insurance Guide and Key Ratings. Policies VIII.A-C above shall be endorsed to name the Licensor; New England Sports Ventures LLC; N.E.S.V. I, LLC; N.E.S.V. II, LLC; N.E.S.V. IV, LLC; Lee County and NESV Florida Real Estate, LLC as Additional Insureds. No policy shall include a self-insured retention. No policy shall include a deductible in excess of \$25,000. Licensee shall remain solely liable for satisfaction of any and all deductibles. All liability insurance policies must provide cross liability coverage (i.e., separation of insureds or severability of interests provision). All above policies shall include a waiver of subrogation in favor of the Licensor and shall provide that the coverage thereunder may not be materially changed, reduced or cancelled unless thirty (30) days prior written notice thereof is furnished to the Licensor. The Licensee, its agents and assigns, shall bear all costs of all deductibles and shall remain solely and fully liable for the full amount of any claim, damage, loss or expense not compensated by insurance (including settlement made with prior written approval of the Licensor). It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as in any manner waiving, restricting or limiting the liability of the Licensee its agents and assigns with respect to obligations imposed under this Agreement.

Upon execution of this Agreement and at least ten (10) days prior to the Event, Licensee, its agents and assigns, shall furnish the Licensor with a certificate(s) of insurance certifying that the appropriate insurance coverages are in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

IX. Disclaimer of Warranty. Licensee acknowledges that neither the Licensor nor any of its affiliates or any person or persons on behalf of the Licensor have made any representations or warranties whatsoever regarding the Event or the Facility other than as expressly set forth in this agreement, including, without limitation, any representation or warranty of condition, merchantability or fitness for a particular purpose.

X. Entire Agreement. This Agreement is the final, complete and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understandings or agreements covering the subject matter contained herein, (except the parties acknowledge that this Agreement contemplates a separate agreement for food, beverage, and any other items to be provided for the Event by the Licensor's concessionaire). This Agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind.

XI. No Waiver. No delay or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, and shall not be construed as a waiver of any future exercise of any right, power or remedy.

XII. Sophisticated Parties. Each party to this Agreement represents that it is capable of understanding all of the terms of this Agreement and has had an opportunity to review this Agreement, and enters into this Agreement with full knowledge of the terms contained herein.

XIII. Headings. The headings and captions of this Agreement are for convenience of reference only, and shall in no way modify, or affect the meaning or construction of, any of the terms or provisions hereof.

XIV. Choice of Law. This Agreement, and all matters or issues collateral thereto, shall take effect as an instrument under seal, and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of law principles thereof, and the Agreement shall be deemed to have been made in Massachusetts. Both parties further agree that any action, demand, claim or counterclaim shall be resolved by a judge alone and both parties hereby waive and forever renounce the right to a trial before a civil jury.

XV. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

XVI. Assignment. Neither party may assign or transfer this Agreement or any of the rights and/or obligations hereunder without the prior written consent of the other party in its sole discretion, and any attempted assignment or transfer shall be void and of no force and effect.

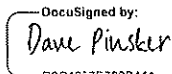
[Signature page follows.]

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed as of the date first written above.

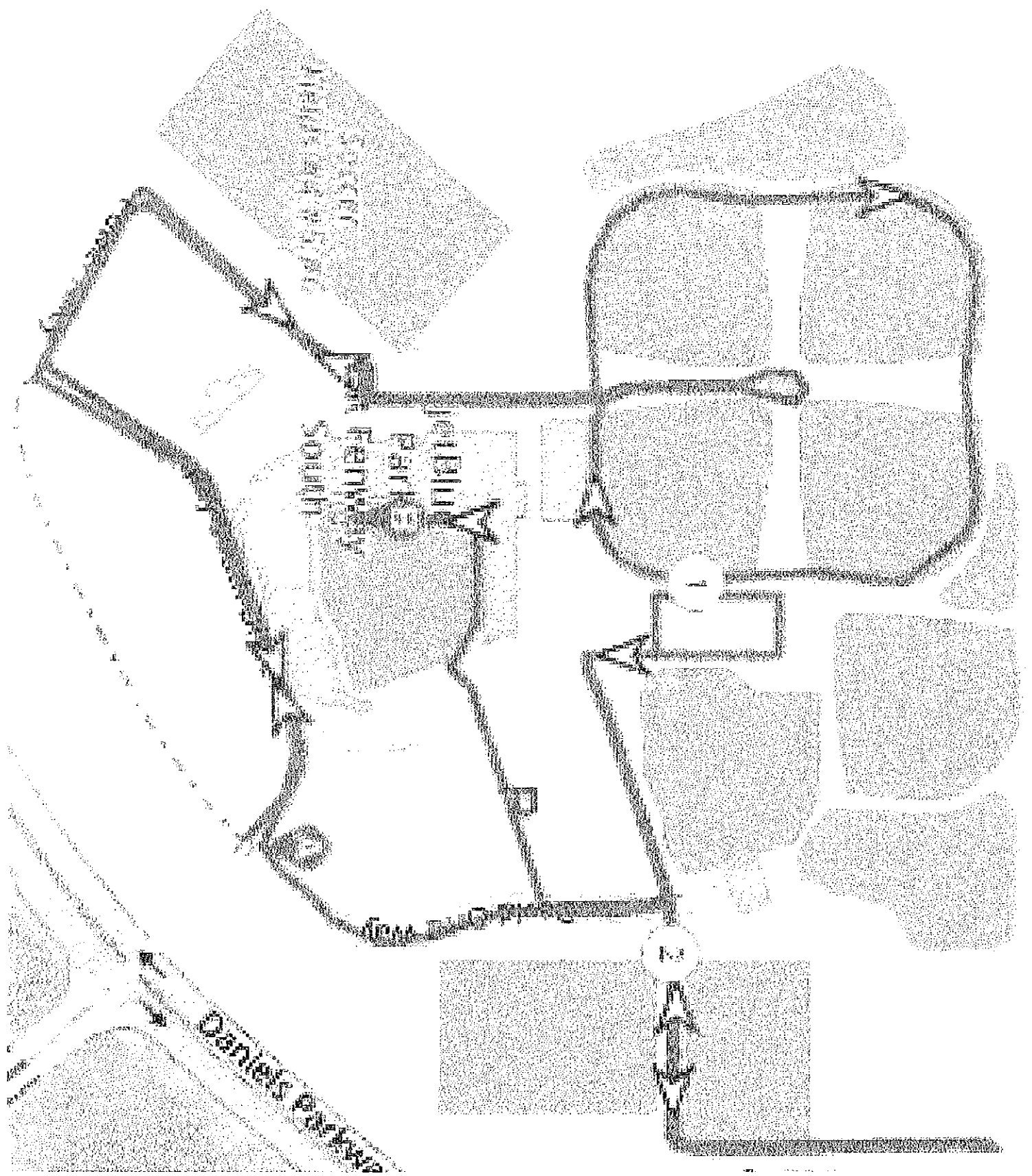
Licensor: Boston Red Sox Baseball Club Limited Partnership

By: 
Name: Peter Nesbit
Title: SVP. Ballpark Operations

Licensee: Mothers Against Drunk Driving

By: 
Name: Dave Pinsker
Title: Senior Director, Field Operations







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2022

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 Arthur J. Gallagher Risk Management Services, Inc. Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251	CONTACT NAME: Shannon Sellers	
	PHONE (A/C, No, Ext): 425-586-1020	FAX (A/C, No):
E-MAIL ADDRESS: shannon_sellers@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Accident Fund Insurance Company of America		10166
INSURER B: Tokio Marine Specialty Ins Co		23850
INSURER C: Princeton Excess & Surplus Lines Ins Co		10786
INSURER D: Philadelphia Indemnity Insurance Company		18058
INSURER E:		
INSURER F:		

INSURED
 Mothers Against Drunk Driving
 511 E. John Carpenter Fwy., Suite 700
 Irving TX 75062-3983

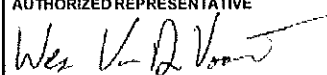
COVERAGES **CERTIFICATE NUMBER:** 163151432 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2248101	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2248101	3/15/2021	3/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PUB759482 82A3FF0002614-01	3/15/2021 3/15/2021	3/15/2022 3/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV 6184746	3/15/2021	3/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Event Description: Walk Like MADD
 Date of Event: 9/24/2022
 Name of Contract: Walk Like MADD

 Boston Red Sox Baseball Club, LP, New England Sports Ventures LLC, N.E., S.V I, LC, N.E.S.V II LLC N.E.S.V.IV LLC Lee county and NESV Florida Real Estate, LLC are included as Additional Insured as respects General Liability policy per the attached endorsement. Waiver of Subrogation applies to Certificate Holder per the attached endorsements. 30 Days Notice of Cancellation except 10 Days for Non-Payment of Premium.

CERTIFICATE HOLDER Boston Red Sox Baseball Club Limited Partnership 4 Yawkey Way Boston MA 02215 USA	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 

Lee County Event Permit Application



LEE COUNTY SHERIFF'S DEPARTMENT
14750 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33912
(239) 477-1199

Check the appropriate box(es) below:

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

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

Parking:

Parking for the event will be in authorized areas only. Right of way must not be impeded.

Deputies (How Many?):

None are required for this event.

Fee for Services:

None

Special Arrangements:

According to the permit application the 5K Race is to remain along the pathways and walkways within the confines of JetBlue property. Any amplified sounds must adhere to the Lee County Noise Ordinance. Event Coordinator will be responsible for placing volunteers at any ingress/egress points that enter the race route.

Print Name:

Steven Brady

Signature:

Capt. Steven Brady

Title:

Tactical Support Unit

Date:

8-16-22

Lee County Event Permit Application



FIRE DEPARTMENT

*The Fire Department serving the area where the event is to be held signs this form.
Please see User's Guide for contact information and Fire District Map.*

Check the appropriate box(es) below:

- SPECIAL EVENT PERMIT
- USE OF COUNTY PROPERTY PERMIT
- FILM PERMIT

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

Fire Guards (How Many?)	N/A
Fee for Services:	N/A
Flammable Vegetation:	N/A
First Aid Equipment:	CALL 911 IF NEEDED
Fire Extinguishing:	N/A
Special Arrangements:	N/A

Print Name: Nate Burley

Signature: Nate Burley Digitally signed by Nate Burley
Date: 2022.08.11 11:45:46 -04'00'

Title: Division Chief - Fire & Life Safety

Date: August 11, 2022

Lee County Event Permit Application



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

Check the appropriate box(es) below:

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

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

Treatment Facilities:	None necessary.
Medical Personnel:	None necessary.
Medical Supplies / Equipment:	None necessary.
Safety Requirements:	Applicants shall follow all CDC and FDOH directives, and the Florida Governor's Executive Orders concerning health and safety, especially with regards to COVID-19 and the number of people congregating at the event.
Fee for Services	Not applicable.
Special Arrangements:	Please call 911 in the event of an emergency. To arrange special event coverage, contact our office at EMSDetail@leegov.com. It is noted that participation is expected to be slightly higher than last year but under 400 and the event will remain solely on JetBlue property this year.

Print Name: Douglas B. Higgins

Signature: Douglas B. Higgins

Digitally signed by Douglas B. Higgins
 DN: cn=Douglas B. Higgins, o=Lee County Emergency Medical Services, Lee County Public Safety, ou=Division Chief, Special Operations and Support Services, email=dhiggins@leegov.com, c=US
 Date: 2022.08.12 11:58:49 -0400

Title: Division Chief, Support Services

Date: August 12, 2022

Lee County Event Permit Application



DEPARTMENT OF TRANSPORTATION
1500 MONROE STREET
FORT MYERS, FL 33901
(239) 533-8580

Check the appropriate box(es) below:

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

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

Parking:

No event parking permitted on Lee County maintained road rights-of-way.

Ingress and Egress:

Use all established means of ingress and egress.

Special Arrangements:

Use Lee County Sheriff's Office for assistance with traffic control, as needed.

Print Name: Bryan Miller

Signature: Bryan Miller

Digitally signed by Bryan Miller
Date: 2022.08.15 07:25:48 -04'00'

Title: Senior Project Manager

Date: August 15, 2022

Lee County Event Permit Application



LEE COUNTY PARKS AND RECREATION
3410 PALM BEACH BOULEVARD
FORT MYERS, FLORIDA 33916
(239) 533-7275

Check the appropriate box(es) below:

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

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

Illumination:	All illuminations must follow county ordinance and FAA regulations. Event organizer must provide their own temporary lighting as needed for safety during event set up and breakdown.
Parking Areas:	Event organizer is responsible to direct patrons to the designated parking locations. Must work with on-site staff to ensure that vehicles do not block driveways and private roadways so emergency vehicles have clear access. Organizer must provide adequate staff/volunteers along with directional signage for the event.
Special Arrangements:	Event organizer is responsible to provide adequate staff/volunteers throughout the event for litter control and debris clean up during and after the event. Work with Red Sox staff and the on-site park staff to designate the debris/trash collection area during and after the event. Participants and spectators must disperse and leave the park area to seek safe shelter in their vehicles during lightning alerts and threatening weather.

Print Name: Alise Flanjack

Signature: **Alise Flanjack** Digitally signed by Alise Flanjack
Date: 2022.08.15 16:53:26 -04'00'

Title: Deputy Director

Date: 8/15/2022

Lee County Event Permit Application



LEE COUNTY RISK MANAGEMENT
COUNTY ADMINISTRATION BUILDING - 4TH FLOOR
2115 SECOND STREET
FORT MYERS, FLORIDA 33901
(239) 533-2221

Check the appropriate box(es) below:

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

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

Insurance Requirements: Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence to protect against bodily injury and/or property damage relative to applicants use of aforementioned event within Lee County.

Special Arrangements: A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured.

Subject to proof of insurance.

Print Name: Mike Figueroa

Signature:



Title: Risk Program Manager

Date: August 15, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2022

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 Arthur J. Gallagher Risk Management Services, Inc. Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251	CONTACT NAME: Lori Rose	
	PHONE (A/C, No, Ext): 972-663-6122	FAX (A/C, No):
E-MAIL ADDRESS: Lori_Rose@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Indemnity Insurance Company		18058
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Mothers Against Drunk Driving
511 E. John Carpenter Fwy., Suite 700
Irving TX 75062-3983

COVERAGES **CERTIFICATE NUMBER:** 1213711269 **REVISION NUMBER:**

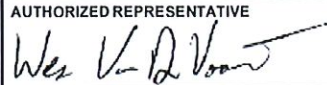
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2390319	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Event: 2022 Walk Like MADD & MADD Dash SW FL 5K; Date: 09/24/2022;
Lee County Board of County Commissioners are included as Additional Insured on the General Liability policy with respect to the insured's operations where required by written contract.

OK 08/15/2022

CERTIFICATE HOLDER **CANCELLATION**

Lee County Board of County Commissioners Attn: Mike Figuera P.O. Box 398 Fort Myers FL 33902	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 
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