



# EVENT PERMIT

Ordinance 17-08

## Rogers/Graves Wedding

**PERMIT NUMBER:** TMP2023-00961

**Date(s) of Event:** June 8, 2024 from 3:30pm until 6:30pm

Property Owner: LEE COUNTY

Applicant: Madeline Rogers  
270-799-4100

Description: Wedding ceremony at 5:50pm that will last approximately 15-20 minutes. We will have a string quartet with 200 chairs and two floral arrangements on pedestals. There will also be a table with a water station. June 8, 2024 from 3:30pm until

Location of event: 131 1ST ST W, BOCA GRANDE, FL 33921

**Banyan Street**

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

 6/30/23  
 County Manager Date  
 MARC B MORK  
 ftmpprmt\_specialevent.rpt



Lee County  
*Southwest Florida*

# Event Application

Special Event

Use of  
County  
Property

Alcohol  
within Lee  
County  
Facilities

Film, Video  
&  
Photography

Rogers/Graves Wedding TMP2023-00961

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	Rogers/Graves Wedding
Date(s) of Event / Production:	June 8, 2024
Location(s) of Event:	Banyan Street
Name of Applicant:	Madeline Rogers
Applicant Address:	1458 Mount Ayr Circle, Bowling Green, KY 42103
Applicant Phone Number:	(270) 799-4100
Contact Person: (If different from applicant)	Kellie Hughes - Alternative Contact
Contact Phone Number: (If different from applicant)	(941) 773-7322
Email Address:	madeline.rogers@gmail.com
Estimated Attendance:	Between 170-200
Event Description: Include each activity, when activities take place, etc.	Wedding ceremony at 5:30pm that will last approximately 15-20 minutes. We will have a string quartet with ~200 chairs and two floral arrangements on pedestals. There will also be a table with a water station.
Hours of Operation:	3:30pm - 6:30pm
STRAP # of Parcel:	14-43-20-01-00005.0010
Owner of Premises*:	Lee County

\*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? DOT Right of Way

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: \_\_\_\_\_

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

Surety Company Bonding this Event (Name and Address): \_\_\_\_\_

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: N/A

**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: Alcohol not being sold or served  
(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:

[Empty rectangular box for providing details for marked Yes items]

Special Parking Requirements:

[Empty rectangular box for Special Parking Requirements]

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

[Empty rectangular box for City or County Services Required]

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: \_\_\_\_\_ Number in Crew: \_\_\_\_\_ Number of locals hired: \_\_\_\_\_

Total budget: \_\_\_\_\_ Estimate amount spent in Lee County: \_\_\_\_\_

Hotel room nights: \_\_\_\_\_ Number of shooting days: \_\_\_\_\_  
number of rooms x number of nights



**SECTION I - SAFETY**

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

**SECTION 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.

*Madeline Rogers*

\_\_\_\_\_  
Signature of Applicant

Madeline Rogers

\_\_\_\_\_  
Print Name of Applicant and Title

6/12/23

\_\_\_\_\_  
Date

*ERogers*

\_\_\_\_\_  
Witness

Elizabeth Rogers

\_\_\_\_\_  
Print Name of Witness

6/12/23

\_\_\_\_\_  
Date



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 in authorized parking areas only.
Deputies (How Many?):	Two deputies for road closure, traffic control and security on Banyan Street between Park Ave and Gilchrist while wedding takes place.
Fee for Services:	Contact LCSO Details Unit
Special Arrangements:	Each end of Banyan Street must be blocked in order to provide safety and security to participants. All chairs, tables and other items used for the event must be removed from the roadway as soon as possible in order to reopen Banyan Street.

Print Name: P. Cummins  
Signature:   
Title: Commander  
Date: 6-15-23



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?)	2 fire guards @ 4 hours each
Fee for Services:	\$60.00 /hour per guard. Total \$480.00 Contact Tammy at BGFD to make arrangements for payment.
Flammable Vegetation:	
First Aid Equipment:	
Fire Extinguishing:	
Special Arrangements:	Due to the number of guests and chairs, the Permit holder must hire fire guards to be present on Banyan St in case of emergency. In the event that access is needed on Banyan St, fire guards will stop the ceremony and co-ordinate removal of guests/items/etc. placed on Banyan St. Permit holder must have a team available, on site, to facilitate the immediate removal of all items/guests. Any damage to BGFD vehicles while making access to emergency will be the responsibility of the permit holder. In case of Emergency DIAL 911

Print Name: C.W. Blosser

Signature: *C.W. Blosser*

Title: Fire Chief

Date: 6-22-2023



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
[X] 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.

Print Name: Douglas B. Higgins
Signature: Douglas B. Higgins
Title: Captain, EMS Operations
Date: June 16, 2023

Digitally signed by Douglas B. Higgins
DN: cn=Douglas B. Higgins, ou=Lee County Emergency Medical Services, ou=EMS Operations, email=Douglass.Higgins@leegov.com, c=US
Date: 2023.06.16 14:53:23 -0400

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 on any portion of the Banyan Street road right-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.

Print Name: Bryan Miller

Signature: Bryan Miller

Digitally signed by Bryan Miller  
Date: 2023.06.13 10:50:46 -04'00'

Title: Senior Project Manager

Date: June 13, 2023

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:	Additional lighting must be provide by permit holder. Generators are permitted on Banyan St. Please do not hang or drape anything on the trees or vegetation.
Parking Areas:	Parking is permitted at the Boca Grand Community Center.
Special Arrangements:	All event guest must stay on county property at all times while on Banyan Street.

Print Name: Colleen Via  
Signature: Colleen Via  
Title: Operation Manager  
Date: 6/19/2023

*Boca - Banyan only - Rogers/Graves wedding*  
*6/8/2024*

Lee County Event Permit Application



LEE COUNTY RISK MANAGEMENT  
COUNTY ADMINISTRATION BUILDING - 4<sup>TH</sup> 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.

Certificate Must Read As:

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.

Special Arrangements: A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County, a political subdivision and Charter County of the State of Florida, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured as listed above.

Subject to proof of insurance.

Print Name: Mike Figueroa

Signature: *Mike Figueroa*

Title: Risk Program Manager

Date: June 14, 2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/14/2023

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).

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		<b>CONTACT NAME:</b> Will Maddux <b>PHONE (A/C, No, Ext):</b> (530) 477-6521 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> info@theeventhelper.com	
<b>INSURED</b>  Madeline Rogers & Robert Graves 1458 Mt Ayr Cir Bowling Green KY 42103		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Evanston Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 35378	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability Retail Liquor Liability GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3DS5474-M3122613	06/08/2024 12:01 AM	06/09/2024 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY    SCHEDULED AUTOS HIRED AUTOS ONLY    NON-OWNED AUTOS ONLY AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER 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)  
Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 200, Event Type: Wedding. Waiver of Subrogation applies per attached CG 24 04 12 19. Primary/Non-Contributory wording applies per attached CG 20 01 04 13. Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds

OK 06/14/2023

<b>CERTIFICATE HOLDER</b>  Lee County, a political subdivision Charter County of the State of Florida P.O. Box 398 Fort Myers FL 33902	<b>CANCELLATION</b>  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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# EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.



**B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

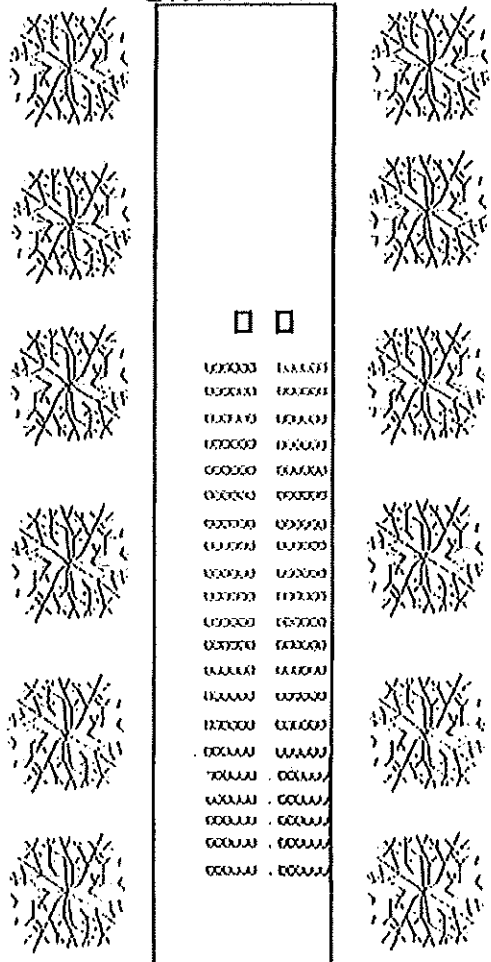
**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b>  Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

# Gilchrist



# Palm Ave